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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

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

Applicants

- and -

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

Respondents

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

APPLICATION RECORD OF THE APPLICANTS

(Returnable March 6, 2025)

February 28, 2025

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Lawyers for the Applicants

TO: THE ATTACHED SERVICE LIST

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

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SERVICE LIST

As at February 28, 2025	
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INDEX

TAB	DESCRIPTION	PAGE NO.
1	Fresh as Amended Notice of Application filed February 28, 2025	1
2	Affidavit of Akiko Kobayashi sworn February 27, 2025	28
A	Exhibit "A" – Unofficial Machine-Translated Copy of the Deficient July 31 Letter	101
B	Exhibit "B" – Unofficial Machine-Translated Copy of the November 4 Letter	107
C	Exhibit "C" – Hoffner Affidavit	114
D	Exhibit "D" – Pilehver Affidavit	293
E	Exhibit "E" – Corporate Profile Report of Land Mutual Inc.	331
F	Exhibit "F" – Nominee Respondents' Corporate Profile Reports	341
G	Exhibit "G" – Corporate Profile Report of Canadian Shield Inc.	422
H	Exhibit "H" – Operator and Other Respondents' Corporate Profile Reports	431
I	Exhibit "I" – Corporate Profile Report of First Global Financial Corp.	511
J	Exhibit "J" – Vendors' Corporate Profile Reports	519
K	Exhibit "K" – Unofficial Machine-Translated Copy of the July 22, 2019 Letter from TSI Global K.K.	600
L	Exhibit "L" – Investment Summary	604
M	Exhibit "M" – TSI Investment Summary	607
N	Exhibit "N" – Clearview Garden Sale Agreements	609
O	Exhibit "O" – CGE Parcel Registers	705
P	Exhibit "P" – Talbot Crossing Sale Agreements Made Available to the Kobayashi Group	714
Q	Exhibit "Q" – TCX Parcel Register	833

R	Exhibit "R" – Niagara Estates Sale Agreements	836
S	Exhibit "S" – NEC Parcel Register	942
T	Exhibit "T" – Niagara Estates Mortgage Instruments	945
U	Exhibit "U" – CBJ Developments Profile Report	964
V	Exhibit "V" – Foreclosure Instrument	972
W	Exhibit "W" – London Valley Sale Agreements	980
X	Exhibit "X" – LV Parcel Register	1139
Y	Exhibit "Y" – London Valley II Sale Agreements	1141
Z	Exhibit "Z" – LV II Parcel Register	1549
AA	Exhibit "AA" – London Valley III Sale Agreements	1551
BB	Exhibit "BB" – LV III Parcel Register	1642
CC	Exhibit "CC" – Loan Agreement	1645
DD	Exhibit "DD" – Unofficial Machine-Translated Copy of the July 8 Letter	1647
EE	Exhibit "EE" – Unofficial Machine-Translated Copies of the TSI Response Letters	1650
FF	Exhibit "FF" – Diagram Prepared by TSI Global K.K. Illustrating Reallocation of Funds	1663
GG	Exhibit "GG" – 253 Share Certificates	1664
HH	Exhibit "HH" – 253 Parcel Register	1666
II	Exhibit "II" – London Valley IV Sale Agreements	1669
JJ	Exhibit "JJ" – LV IV Parcel Register	1865
KK	Exhibit "KK" – London Valley V Sale Agreements	1868
LL	Exhibit "LL" – LV V Parcel Register	2387
MM	Exhibit "MM" – Fort Erie Sale Agreements	2390
NN	Exhibit "NN" – FEH Parcel Register	2594

OO	Exhibit "OO" – PPSA Search Results	2599
PP	Exhibit "PP" – Unofficial Machine-Translated Copy of the Tokyo Judgment	2638
QQ	Exhibit "QQ" – Clearview Proposal	2642
RR	Exhibit "RR" – CGE Notice of Extraordinary General Meeting	2646
SS	Exhibit "SS" – Stayner Land Development Corporation Corporate Profile Report	2653
TT	Exhibit "TT" – Project Update	2661
UU	Exhibit "UU" – CBJ – Clearview Garden Estates Inc. Corporate Profile Report	2664
VV	Exhibit "VV" – Clearview VTB Charge	2672
WW	Exhibit "WW" – 118 Charge	2683
XX	Exhibit "XX" – CBJ – CGE Receivership Order	2697
YY	Exhibit "YY" – Clearview VTB Transfer	2713
ZZ	Exhibit "ZZ" – CBJ – CGE Endorsements	2716
AAA	Exhibit "AAA" – Fort Erie Notice	2730
BBB	Exhibit "BBB" – CBJ – Fort Erie Hills Inc. Corporate Profile Report	2747
CCC	Exhibit "CCC" – FEH VTB Charge	2755
DDD	Exhibit "DDD" – Agagnier Statement of Claim	2766
EEE	Exhibit "EEE" – First 270 Charge	2797
FFF	Exhibit "FFF" – Burrell Charge	2802
GGG	Exhibit "GGG" – Romeo Charge	2813
HHH	Exhibit "HHH" – Second 270 Charge	2824
III	Exhibit "III" – FEH Postponements	2840
JJJ	Exhibit "JJJ" – 270 Transfer Instrument	2846

KKK	Exhibit "KKK" – CBJ – FEH Receivership Order	2848
LLL	Exhibit "LLL" – MPAC Reports	2866
MMM	Exhibit "MMM" – First Global Injunction	2896
NNN	Exhibit "NNN" – November 19 Endorsement	2958
OOO	Exhibit "OOO" – December 5 Order	2961
PPP	Exhibit "PPP" – December 5 Endorsement of Justice Bordin	2966
QQQ	Exhibit "QQQ" – Consent to Act as Receiver of KSV Restructuring Inc.	2968
3	Affidavit of Lorraine Klemens sworn February 28, 2025	2971
A	Exhibit "A" – Email from P. Sawicki to Service List regarding Motion Record for Motion to Intervene	2979
B	Exhibit "B" – Email from P. Sawicki to Service List regarding Notice of Motion to Intervene	2982
C	Exhibit "C" – Email from J. Foster to Service List regarding Notice of Application	2986
D	Exhibit "D" – Email from J. Foster to Service List regarding Scheduling Conference	3013
E	Exhibit "E" – Email from P. Sawicki to M. Shakra et al regarding Gowling WLG's representation of B. Pilehver	3018
F	Exhibit "F" – Email from M. Shakra to W. Fawcett et al regarding the sale of 5318 Colonel Talbot Road	3024
G	Exhibit "G" – Letter to Counsel and RE-Max re Return of Deposits, dated February 26, 2026	3116
H	Exhibit "H" – Email from M. Shakra to W. Fawcett et al regarding the sale of 6211 Colonel Talbot Road	3120
I	Exhibit "I" – Letter from counsel to FGFC to B. Pilehver et al re Fraudulent Sale of 6211 Colonel Talbot Road	3131
J	Exhibit "J" – Email from A. McLachlan to P. Hundal et al regarding the sale of 6211 Colonel Talbot Road	3135

K	Exhibit "K" – Out of Office Automatic Email Reply from P. Hundal to A. McLachlan	3201
L	Exhibit "L" – Email from A. McLachlan to P. Hundal et al regarding sale proceeds of 6211 Colonel Talbot Road	3203
M	Exhibit "M" – Email from P. Hundal to Service List	3207
N	Exhibit "N" – Notice of Application, Law Society Tribunal - Hundal, 23H-034	3211
O	Exhibit "O" – Email from A. McLachlan to B. Pilehver et al regarding the sale of 6211 Colonel Talbot Road	3216
P	Exhibit "P" – Read Receipt from B. Pilehver to A. McLachlan dated February 25, 2025	3282
Q	Exhibit "Q" – Email from M. Shakra to S. Mahmood et al regarding the sale of 5318 Colonel Talbot Road	3284
R	Exhibit "R" – Read Receipt from S. Mahmood dated February 23, 2025	3348
S	Exhibit "S" – Letter from A. McLachlan to TD Bank Group dated February 21, 2025	3350
T	Exhibit "T" – Wire Confirmation dated February 5, 2025	3354
U	Exhibit "U" – Email to M. Shakra regarding Listings	3356
V	Exhibit "V" – Listing of 0 Stanley Ave E	3364
W	Exhibit "W" – Listing of 0 Dingman Dr	3366
X	Exhibit "X" – Listing of 5318 Colonel Talbot Rd	3368
Y	Exhibit "Y" – Listing of 85 Crooks St	3370
Z	Exhibit "Z" – Listing of 6211 Colonel Talbot Rd	3372
AA	Exhibit "AA" – Listing of 11720 Highway 27	3374
BB	Exhibit "BB" – Corporate Profile Report of Rozhina Development Group Inc.	3376
CC	Exhibit "CC" – Website of Rozhina Development Group - Home Page	3384

DD	Exhibit "DD" – Website of Rozhina Development Group - About Us	3390
EE	Exhibit "EE" – Website of Rozhina Development Group - Meet Our Team	3397
FF	Exhibit "FF" – Notice of Application dated February 6, 2025	3417
4	Draft Receivership Order	3443
5	Blackline to CLUC Model Receivership Order	3470

Tab 1

Electronically filed / Déposé par voie électronique : 28-Feb-2025
Toronto Superior Court of Justice / Cour supérieure de justice
AMEN
MODIF
RULE/LA RÈGLE 26.02 (A)
THE ORDER OF
L'ORDONNANCE DU
DATED/FAIT LE
REGISTRAR GREFFIER
SUPERIOR COURT OF JUSTICE COUR SUPÉRIEURE DE JUSTICE
Maggie A Sawka
Digitally signed by Maggie A Sawka
Date: 2025.02.28 08:44:38 -05'00'
REGISTRAR GREFFIER
SUPERIOR COURT OF JUSTICE COUR SUPÉRIEURE DE JUSTICE

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

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

Applicants

- and -

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

Respondents

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

FRESH AS AMENDED NOTICE OF APPLICATION

TO THE RESPONDENTS:

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

THIS APPLICATION will come on for a hearing

☐ In person

☐ By telephone conference

☒ By video conference

At the following location:

330 University Avenue, Toronto, Ontario, on a date to be set by the registrar.

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

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

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

Date: February 6, 2025

Issued by:

Local Registrar

Address of court office: 330 University Avenue, 9th Floor
Toronto, ON M5G 1R7

TO: **THE SERVICE LIST**

APPLICATION

1. **THE APPLICANTS MAKE AN APPLICATION FOR:**

(a) An order substantially in the form attached as Tab 4 of the Application Record (the "**Receivership Order**") pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C-43, as amended (the "**CJA**"), and Rules 14.05(2) and (3) of the *Rules of Civil Procedure,* R.R.O. 1990, Reg. 194, as amended (the "**Rules of Civil Procedure**"), among other things:

(i) if necessary, abridging the time for and validating the service of this Notice of Application and the Applicants' Application Record and dispensing with further service thereof;

(ii) declaring that Clearview Garden Estates Inc., Talbot Crossing Inc., Niagara Estates of Chippawa II Inc., London Valley Inc., London Valley II Inc., London Valley III Inc., London Valley IV Inc., London Valley V Inc. and Fort Erie Hills Inc. (collectively, the "**Nominee Respondents**") hold the applicable real property legally described in Schedule "A" to the proposed Receivership Order (collectively, the "**Real Property**") in trust for the benefit of the Co-Owners (as defined below), to the extent of each Co-Owner's respective interest;

(iii) appointing KSV Restructuring Inc. ("**KSV**") as receiver and manager (in such capacity, the "**Receiver**") without security, of all of the (A) assets, undertakings and personal property of the Nominee Respondents and

2533430 Ontario Inc. acquired for, or used in relation to a business carried on by the Nominee Respondents (or any of them) and/or 2533430 Ontario Inc. and the proceeds therefrom, including, without limitation, the Real Property and any assets or property held by any of the Nominee Respondents and/or 2533430 Ontario Inc. in trust for any third party (collectively, the "**Nominee Property**"), and (B) Concept Planning Funds (as defined below), Net Income (as defined below, and together with the Concept Planning Funds, the "**Segregated Funds**") and all of the assets, undertakings and personal property of CGE Capital Management Inc., TGP-Talbot Crossing Inc., NEC II Capital Management Inc., LV Capital Management Inc., LV II Capital Management Inc., LV III Capital Management Inc., LV IV Capital Management Inc., LV V Capital Management Inc., and Fort Erie Hills Capital Management Inc. (collectively, the "**Operator Respondents**", and together with the Nominee Respondents and 2533430 Ontario Inc., the "**Respondents**") used in connection with or arising from or out of or which is necessary to access or use the Segregated Funds (collectively with the Nominee Property, the "**Property**");

(iv) granting a first-ranking super-priority charge (the "**Receiver's Charge**") over the Property in favour of the Receiver and the Receiver's counsel to secure their fees and disbursements in respect of these proceedings (these "**Receivership Proceedings**"); and

(v) granting a second-ranking super-priority charge (the "**Receiver's Borrowings Charge**") over the Property for the purpose of funding the exercise of the powers and duties conferred upon the Receiver pursuant to the proposed Receivership Order; and

(vi) An order, substantially in the form attached (the "**Norwich Order**") requiring the Toronto Dominion Bank ("**TD Bank**") to forthwith disclose and produce to the Applicants and the Receiver records in the possession of TD Bank that pertain to the transfer of the proceeds of the sale of the LV IV Project (as defined below) from the TD Bank account held in the name of Parminder Hundal Law Professional, bearing account number 1140-5017446 (the "**Hundal Account**") to any onward recipient(s), including but not limited to the account number of any recipient account(s) and the name of that account holder(s); and

(b) Such further and other relief as counsel may request and this Honourable Court deems just.

2. **THE GROUNDS FOR THE APPLICATION ARE:**

The Applicants

(a) The Applicants consist of Kobayashi Kyohodo Co., Ltd. (a/k/a Kobayashi Kyohodo K.K./K.K. Kobayashi kyoho dou/K.K. Kobayashi Kyouhou Doh/ K.K Kobayashi kyohodou), a privately held corporation incorporated under the laws of Japan, and four members of the Kobayashi family (collectively, the "**Kobayashi Group**");

The Respondents

(b) The Respondents are privately held special purpose companies incorporated pursuant to the *Business Corporations Act*, R.S.O. 1990, c. B. 16, as amended (the "**OBCA**"). With the exception of 2533430 Ontario Inc., the Respondents were purportedly formed to hold title to, as nominees and bare trustees, or operate, as applicable, various land banking projects in Ontario that involve the Real Property (collectively, the "**Land Banking Projects**");

(c) Each of the Nominee Respondents other than Clearview Garden Estates Inc. and London Valley III Inc. (which have a registered or head office located at 77 City Centre Drive, Unit 602, Mississauga, Ontario, L5B 1M5, Canada), and Niagara Estates of Chippawa II Inc. (which has a registered or head office located at 901 Lawrence Avenue East, Ph5, Toronto, Ontario, M3C 3W2), has a registered or head office located at 50 West Wilmont Street, Suite 100, Richmond Hill, Ontario, L4B 1M5, Canada;

(d) Elena Salvatore ("**Ms. Salvatore**") is the sole director and officer of Niagara Estates of Chippawa II Inc. while Behzad Pilehver ("**Mr. Pilehver**") is the sole director and officer of Talbot Crossing Inc., London Valley Inc., London Valley II Inc., London Valley IV Inc., London Valley V Inc. and Fort Erie Hills Inc. Randy Hoffner ("**Mr. Hoffner**") was previously the director and officer of each of the Nominee Respondents and remains the director and officer of Clearview Garden Estates Inc. and London Valley III Inc.;

(e) Each of the Operator Respondents and 2533430 Ontario Inc. has a registered or head office located at 77 City Centre Drive, Unit 602, Mississauga, Ontario, L5B 1M5, Canada. Mr. Hoffner is the sole director and officer of each of the Respondents, except for LV Capital Management Inc. (of which Timothy Shields ("**Mr. Shields**") is the sole director and officer) and 2533430 Ontario Inc. (of which Akiko Kobayashi and K.K. Kobayashi Kyouhou Doh are the directors);

The TSI/TGP Group

(f) Until recently, the Respondents, other than 2533430 Ontario Inc., were indirect subsidiaries of Trans Global Partners Limited ("**TGP**"). TGP is a corporation existing under the special administrative region of Hong Kong, of which Mr. Hoffner is a director;

(g) On or about June 4, 2024, the Respondents, other than 2533430 Ontario Inc., were indirectly acquired by First Global Financial Corp. ("**First Global**"). First Global is a corporation incorporated under the OBCA, with a registered or head office located at 801 Lawrence Avenue East, Ph5, Toronto, Ontario, M3C 3W2. Ms. Salvatore is the sole director and officer of First Global;

The Real Property, the Land Banking Projects and the Kobayashi Group's Investments Therein

(h) The Nominee Respondents and 2533430 Ontario Inc. are the registered owners of the Real Property;

(i) The Real Property and the Land Banking Projects, certain of which are no longer owned by the Respondents, consist of the following:

(i) a property located at 5980 Colonel Talbot Road, London, Ontario (the "**TCX Project**"), which is owned by Talbot Crossing Inc.;

(ii) a property located at 5318 Colonel Talbot Road, London, Ontario (the "**LV Project**"), which is owned by London Valley Inc.;

(iii) a property located at 6172 Colonel Talbot Road, London, Ontario (the "**LV II Project**"), which is owned by London Valley II Inc.;

(iv) a property located immediately adjacent to the LV III Project (as defined below) in London, Ontario, which is owned by 2533430 Ontario Inc.;

(v) a property located at 6211 Colonel Talbot Road, London, Ontario (the "**LV IV Project**"), which is owned by London Valley IV Inc.;

(vi) a property located at Wonderland Road. S, London, Ontario (the "**LV V Project**"), which is owned by London Valley V Inc.;

(vii) a property located at 6237 27/28 Side Road Nottawasaga, Clearview, Ontario (the "**CGE Project**"), which was previously owned by Clearview Garden Estates Inc.;

(viii) a property located at 5559 Sodom Road, Niagara Falls, Ontario (the "**NEC Project**"), which was previously owned by Niagara Estates of Chippawa II Inc.;

(ix) a property located at 6188 Colonel Talbot Road, London, Ontario (the "**LV III Project**"), which was previously owned by 2533430 Ontario Inc.; and

(x) a property located at 87 Crooks Street & 0 Thompson Road ES, Fort Erie, Ontario (the "**FEH Project**"), which was previously owned by Fort Erie Hills Inc.;

(j) The Applicants and the other members of the Kobayashi Group are major stakeholders of the Respondents and beneficial owners of the Real Property. Indeed, between 2012 and 2016, the Kobayashi Group invested or was caused to invest in excess of $21 million in the Real Property and the Land Banking Projects, approximately $14 million of which was invested by the Applicants, or caused to be invested on, or purportedly on, their behalf;[1]

(k) As a result of its substantial investments, the Kobayashi Group acquired or were caused to acquire fractional undivided beneficial interests in each of the Land Banking Projects ranging between approximately 3%-72% pursuant to agreements of sale and purchase, among the applicable member of the Kobayashi Group, as purchaser, Nominee Respondent, as nominee, and affiliate of such Nominee Respondent, as vendor (collectively, the "**Sale Agreements**");

(l) Each of the Sale Agreements was accompanied by a co-owners agreement (collectively, the "**Co-Owners Agreements**") among the applicable member of the Kobayashi Group, as purchaser, Nominee Respondent, as nominee, Operator Respondent, as operator, and affiliate of such Nominee Respondent and Operator Respondent, as vendor;

[1] Certain of the Applicants' investments were inherited following the death of another member of the Kobayashi Group.

(m) Principally, the Co-Owners Agreements govern the ownership of the undivided beneficial interests in the applicable Real Property, any sale, financing and/or development of such Real Property, the obligations and powers of the applicable Operator Respondent, and the distribution of any net proceeds or income derived from such Real Property;

(n) The Co-Owners Agreements provide for the delivery of a declaration of trust or certificate of interest to each applicable Co-Owner, wherein the applicable Nominee Respondent declared or acknowledged, as applicable, that it holds title to the applicable Land Banking Project as nominee and bare trustee for and on behalf of such Co-Owner to the extent of such Co-Owner's interest;

(o) The Co-Owners Agreements prohibit, absent a written resolution from the Co-Owners holding, in aggregate, not less than 51% of the interests in relevant Land Banking Project, the applicable Operator Respondent from exercising certain powers, including approving the sale or exchange of all or any part of, or a plan to develop, the applicable Land Banking Project;

(p) Notwithstanding the terms of the Co-Owners Agreements and the rights and interests of the Co-Owners in respect of the Real Property and the Land Banking Projects, the Respondents and their present and former principals, as detailed in part below, have, by neglect and potentially, by design, allowed the Real Property to be lost to creditor enforcement efforts, inappropriately transferred, encumbered and/or sold;

(q) What remains of the Real Property and the Land Banking Projects, as discussed below, is, in part, ensnared in an application commenced under section 248 of the OBCA (the "**Hamilton Proceedings**") by TGP, Mr. Hoffner and Mr. Hoffner's spouse, Pauline Hoffner (collectively, the "**Hamilton Applicants**") against First Global, Ms. Salvatore, Vincent Salvatore ("**Mr. Salvatore**") and Tiberis Capital Corp. (collectively, the "**Hamilton Respondents**"), alleging, among other things, oppression and the perpetration of a fraudulent scheme;

(r) In the Hamilton Proceedings, the Hamilton Applicants seek (i) the sale of the TCX Project, the LV II Project and the LV V Project pursuant to sale agreements that have not been approved by the applicable Co-Owners and in which members of the Kobayashi Group, according to the Respondents' and TGP's records, collectively own 61%, 42% and 59% of the beneficial interest, respectively, and (ii) the distribution of the proceeds of such sales to the Hamilton Applicants, in flagrant disregard of the interest of the Co-Owners and the terms of the applicable Co-Owners Agreements;

(s) As discussed below, the proposed Receiver's appointment over what remains of the Land Banking Projects and the Respondents' assets, including the Real Property entangled in the Hamilton Proceedings, is necessary to protect the interests of the Applicants, the other members of the Kobayashi Group and the other Co-Owners, and protect, monetize and maximize the value of the Property for all stakeholders;

The Sale and Loss of the CGE Project Without Notice or a Distribution of Proceeds

(t) On October 8, 2021, the CGE Project was transferred to CBJ – Clearview Garden Estates Inc., a corporation incorporated under the OBCA of which Christopher Agagnier and Jeffrey Burrell ("**Mr. Burrell**") are directors, for a reported purchase price of $15 million;

(u) Approximately $13 million of the purchase price for the CGE Project was paid by way of a subordinated vendor take-back mortgage (the "**Clearview VTB Charge**"). A $6 million priority mortgage/charge was also registered on title to the CGE Project on the date of the transfer in favour of 1180554 Ontario Limited ("**118**");

(v) On January 26, 2024, 118 obtained an order from this Court appointing TDB Restructuring Limited (f/k/a RSM Canada Limited) ("**TDB Restructuring**") as receiver and manager of all of the assets, undertakings and properties of CBJ – Clearview Garden Estates Inc., CBJ Bridle Park II Inc. and CBJ Developments Inc. (the "**CBJ – CGE Receivership Proceedings**");

(w) On April 12, 2024, Clearview Garden Estates Inc. transferred the Clearview VTB Charge to First Global for $2.00. The CGE Project was subsequently sold to 118 pursuant to a credit bid;

(x) Contrary to the applicable Co-Owners Agreement, the Applicants were not provided with advance notice of the sale of the CGE Project to CBJ – Clearview Garden Estates Inc., the Clearview VTB Charge or the CBJ – CGE Receivership

Proceedings. Moreover, the Applicants did not receive any proceeds of the purchase price for the CGE Project or from the transfer of the Clearview VTB Charge;

The Sale and Loss of the FEH Project Without Notice or a Distribution of Proceeds

(y) On November 1, 2021, the FEH Project was sold to CBJ – Fort Erie Hills Inc., a corporation incorporated pursuant to the OBCA of which Ms. Salvatore and Mr. Salvatore are currently the directors and officers and Mr. Burrell was previously a director, for a reported purchase price of $15.95 million;

(z) Approximately $13.1 million of the purchase price for the FEH Project was paid by way of a subordinated vendor take-back mortgage (the "**FEH VTB Charge**"). Mortgages/charges in favour of Mr. Burrell and Salvatore Romeo ("**Mr. Romeo**") in the amounts of $1,053,000 and $620,000, respectively, were also registered against the FEH Project on the date of the transfer;

(aa) The FEH VTB Charge and mortgages/charges in favour of Messrs. Burrell and Romeo were postponed to a mortgage/charge in favour of 2703738 Ontario Limited (the "**270**") in the amount of $2.5 million and thereafter, discharged when a mortgage/charge in the amount of $8 million in favour of Hillmount Capital Mortgage Holdings Inc. ("**Hillmount**") was registered against the FEH Project;

(bb) On October 29, 2024, 1001045239 Ontario Inc. (the "**Salvatore Numbered Co.**"), a corporation incorporated pursuant to the OBCA just four days prior thereto, of which Mr. Salvatore is the sole director, registered a mortgage/charge in the amount of $49 million against the FEH Project;

(cc) On December 19, 2024, Hillmount obtained an order from this Court appointing TDB Restructuring as receiver and manager of all of the assets, undertakings and properties of CBJ – Fort Erie Hills Inc. (the "**CBJ – FEH Receivership Proceedings**");

(dd) Contrary to the applicable Co-Owners Agreement, the Applicants were not provided with advance notice of the sale of the FEH Project to CBJ – Fort Erie Hills Inc., the FEH VTB Charge, the CBJ – FEH Receivership Proceedings, or the mortgages/charges registered in favour of Messrs. Burrell and Romeo, 270, Hillmount or the Salvatore Numbered Co. Further, the Applicants did not receive any proceeds of the purchase price for the FEH Project or from the FEH VTB Charge;

The Encumbrance and Loss of the NEC Project

(ee) On April 19, 2023, a mortgage/charge was registered against the NEC Project in favour of 2229815 Ontario Ltd. ("**222**") in the amount of $5.25 million. On August 30, 2024, 222 obtained an order for default judgement for immediate foreclosure from the Ontario Superior Court of Justice (the "**Foreclosure**");

(ff) The Applicants were not provided with advance notice of the mortgage/charge registered in favour of 222 or the Foreclosure;

The Encumbrance of the LV IV Project

(gg) On December 6, 2023, Olympia Trust Company registered a collateral mortgage in the amount of $700,000 against the LV IV Project to secure a mortgage loan

principally registered against a property located at 601 Maplehurst Ave, Oakville, Ontario, of which Mr. Hoffner is the registered owner. Such property is currently listed for sale;

(hh) The Applicants were not provided with advance notice of the mortgage/charge registered in favour of Olympia Trust Company and are not aware of any basis upon which the LV IV Project ought to have been used as collateral to secure financing for Mr. Hoffner's residential property;

The Titan Shield Acquisition and the Respondents' Change of Control

(ii) On or about June 4, 2024, First Global acquired all of the shares in the capital of Titan Shield Inc., a corporation incorporated under the OBCA of which Messrs. Shields and Pilehver are directors, pursuant to a share purchase agreement (the "**Titan Shield SPA**") among, *inter alios*, TGP Canada Management Inc., a corporation incorporated under the OBCA of which Mr. Pilehver is currently, and Mr. Hoffner was previously, a director, as vendor, First Global, as purchaser, Titan Shield Inc. and TGP;

(jj) Under the transaction contemplated by the Titan Shield SPA (the "**Titan Shield Acquisition**"), First Global was to become the indirect owner of each of the Respondents;

(kk) Following the Titan Shield Acquisition, the Applicants were provided with written notice from TSI Global Co., Ltd., an affiliate of TGP, that the "TGP Group was to be absorbed into First [Financial] Group" and "the co-owners' interests in land and

real estate are segregated and protected indivisibly, regardless of the management of the TGP Group";

Attempts to sell the TCX Project, the LV II Project and the LV V Project

(ll) On July 30, 2024, Talbot Crossing Inc., London Valley II Inc., and London Valley V Inc., in each case, as vendor, entered into a separate agreement of purchase and sale dated July 30, 2024 (collectively, the "**Outstanding APSs**"), with Clawson Group Inc., as assigned to Farhi Holdings Corporation and Farhi Farming Corporation, for the purchase of the TCX Project, the LV II Project and the LV V Project, respectively;

(mm) According to the Respondents' and TGP's records, the Kobayashi Group owns approximately 61%, 42% and 59% of the beneficial interests in the TCX Project, the LV II Project and the LV V Project, respectively. Nonetheless, the Applicants, and to the Applicants' knowledge, the Kobayashi Group, were not provided with notice of the Outstanding APSs or an opportunity to vote in respect of a resolution approving such sale transactions (collectively, the "**Proposed Sale Transactions**"), contrary to the applicable Co-Owners Agreements;

(nn) Given the terms of the applicable Co-Owners Agreements, the Proposed Sale Transactions in respect of the TCX Project and LV V Project cannot be approved absent the Kobayashi Group's consent;

The Hamilton Proceedings and Allegations of a Fraudulent Scheme

(oo) On October 18, 2024, the Hamilton Applicants filed a Notice of Application with the Ontario Superior Court of Justice pursuant to section 248 of the OBCA against the Hamilton Respondents, for an order, among other things:

(i) awarding damages payable to the Hamilton Applicants in the amount of $12,444,121.92;

(ii) approving the Outstanding APSs and compelling the disgorgement of the net proceeds of the Proposed Transactions to the Hamilton Applicants; and

(iii) compelling the Hamilton Respondents to disclose the particulars of all sales of properties owned by First Global or companies that it came to control, directly or indirectly, pursuant to the Titan Shield Acquisition;

(pp) The Hamilton Proceedings were commenced by the Hamilton Applicants following several alleged defaults under three promissory notes issued in connection with the Titan Sheild SPA and three other share purchase agreements (collectively with the Titan Shield SPA, the "**Share Purchase Agreements**") related to the Titan Shield Acquisition;

(qq) Notwithstanding their alleged defaults, the Hamilton Applicants have asserted that the Hamilton Respondents took action to monetize, dissipate and/or encumber the assets acquired pursuant to the Share Purchase Agreements while failing to satisfy their assumed obligations in furtherance of a fraudulent scheme, including by:

(i) commencing a "fire sale of certain real properties" by entering into the Outstanding APSs, and listing the NEC Project, the LV Project, the LV IV Project and the FEH Project on MLS for sale (and subsequently removing such listings);

(ii) assigning "receivables which are properly directed to certain Subsidiary Companies" to companies owned by the Hamilton Respondents;

(iii) failing to comply with their assumed obligations, including by permitting Niagara Estates of Chippawa II Inc. to remain in default under the mortgage/charge registered by 222 despite having received a notice of sale (ultimately resulting in the Foreclosure); and

(iv) encumbering "real properties owned by the Subsidiary Companies" to prohibit the Hamilton Applicants from enforcing their security in certain pledged shares;

(rr) Following the commencement of the Hamilton Proceedings, the Salvatore Numbered Co. registered a blanket mortgage/charge in the amount of $110 million against the TCX Project and the LV V Project and a $49 million mortgage/charge against the FEH Project;

(ss) On October 31, 2024, the Ontario Superior Court of Justice granted an order in the Hamilton Proceedings (the "**First Global Injunction**"), among other things, temporarily restraining the Hamilton Respondents from, directly or indirectly, selling, removing, dissipating, alienating, transferring, assigning, encumbering or

dealing with their assets or the assets of any companies which they came to control pursuant to the Titan Shield Acquisition, approving the Outstanding APSs, and directing the purchaser under the Outstanding APSs to pay the proceeds of sale to the Hamilton Applicants' counsel, in trust;

(tt) Remarkably, the Hamilton Applicants did not oppose the Outstanding APSs' approval, provided the proceeds arising therefrom were disgorged to them, and made no reference to the fact that the TCX Project, the LV II Project and the LV V Project were acquired using monies from, and are held in trust for, the applicable Co-Owners, the obligation to seek the applicable Co-Owners' approval of the Proposed Transactions, or the Co-Owners' interests in the proceeds of the Proposed Transactions;

(uu) The First Global Injunction was subsequently extended and remains in effect as of the date hereof;

Notice of the Hamilton Proceedings and Other Concerning Events

(vv) Despite their significant economic and ownership interests in the TCX Project, the LV II Project and the LV V Project, the Applicants were not provided with notice of the Hamilton Proceedings by the Respondents, the Hamilton Applicants or the Hamilton Respondents. Rather, the Applicants were first apprised of the Hamilton Proceedings by way of letter dated November 4, 2024, delivered by Mr. Pilehver to the Co-Owners (the "**November 4 Letter**");

(ww) The November 4 Letter advised of various unauthorized actions, including the Outstanding APSs arranged by First Global in breach of the Co-Owners Agreements and violations of the *Ontario Securities Act*, R.S.O. 1990, c. S. 5, as amended, and the failure of First Global to meet its obligations that placed the Co-Owners' investments at immediate risk;

(a) Despite the granting of the First Global Injunction, and in breach thereof, an individual named Ben Pilehvar ("**Mr. Pilehvar**") caused London Valley IV Inc. to sell the LV IV Project to Titan Lands Inc. for approximately $2 million on February 5, 2025 without notice to, or the consent of, the Kobayashi Group, which owned approximately 72% of the undivided beneficial interest therein;

(b) The proceeds of the sale of the LV IV Project to Titan Lands Inc. were wired to the Hundal Account at TD Bank. Parminder Hundal has failed to respond to any inquiries made pertaining to the sale of the LV IV Project or the whereabouts of the proceeds from the sale;

(xx) Mr. Pilehvar also sought to cause the sale of the LV Project to a purchaser on or about February 19, 2025, which sale was not consummated due to the prospective purchaser's counsel's discovery of the First Global Injunction and the Applicants' Notice of Application;

The Receiver's Appointment is Urgently Required and Appropriate in the Circumstances

(yy) The Applicants have lost all confidence in the Respondents' management to comply with the Respondents' obligations under the Co-Owners Agreements or remedy the

breaches thereunder, protect, manage and operate the Property in good faith and with a view to the best interests of the Co-Owners, advance any value accretive planning or development activities and solicit interest in potential value maximizing sale transactions for the Co-Owners' consideration and approval;

(zz) The Respondents' and their present and former principals' conduct, the breaches of the Co-Ownership Agreements, the Applicants' and the other members of the Kobayashi Group's substantial ownership interests in the Real Property, the deadlock created by, and material omissions in, the Hamilton Proceedings, and the number of Land Banking Projects, creditors and Co-Owners involved, demand that the Respondents and the Property be subject to the appointment of the proposed Receiver on an urgent basis. Such appointment is not only just and convenient but, necessary in the circumstances;

(aaa) If the Receiver is appointed on the terms of the proposed Receivership Order, these Receivership Proceedings will provide the stability, structure and supervision required to identify, collect, preserve, protect and maximize the value of the Property. Moreover, these Receivership Proceedings will provide the most effective and appropriate means of:

(i) safeguarding the rights and interests of the Co-Owners and preventing any further irreversible prejudice to such Co-Owners;

(ii) identifying and securing any and all monies remaining in each concept planning fund (collectively, the "**Concept Planning Funds**") and income derived in any way from the ownership, operation, use, leasing, financing,

refinancing, sale, development, and/or any other dealing with the Property or any part thereof, less all proper expenses and charges incurred in connection therewith (collectively, the "**Net Income**");

(iii) evaluating the Outstanding APSs and the Proposed Sale Transactions;

(iv) accessing value-maximizing remedies not currently available to the Respondents, including, the sale of the Property free and clear of claims and encumbrances;

(v) effecting an orderly, efficient and transparent sale of the Property, with a view to maximizing recoveries for, and distributing funds to, the Respondents' stakeholders, including the Co-Owners, in accordance with their respective priorities and entitlements;

(vi) reviewing and reporting to this Court on all payments, receipts, disbursements, accounts payable, conveyances, transfers, preferences, transactions and other arrangements between or among any of the Respondents and other persons, including other companies and entities that are affiliates of any of the Respondents, that appear to the Receiver to be out of the ordinary course of business; and

(vii) undertaking any investigations the Receiver deems appropriate with respect to the location and/or disposition of assets reasonably believed to be, or to have been, Property, and any ownership interest, claim, lien, charge,

security interest or encumbrance asserted, filed or registered, as applicable, against the Property or any part thereof;

(bbb) The proposed Receiver, KSV, is a "licensed trustee" as such term is defined under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"), is qualified to act as the Receiver and has consented to act in such capacity if so appointed;

(ccc) The secured creditors who may be affected by the granting of the proposed Receiver's Charge and the Receiver's Borrowings Charge will be served with the Application Record;

These Receivership Proceedings are Properly Commenced on the Commercial List

(ddd) The within application for declaratory relief and the appointment of the proposed Receiver is a matter eligible and appropriate for the Commercial List in the Toronto Region;

(eee) Other than 2533430 Ontario Inc., the Respondents are special purpose companies incorporated pursuant to the OBCA for the purposes of holding title to, as nominees and bare trustees, or operating, as applicable, the Land Banking Projects located in various regions in Ontario.[2] While the Respondents have registered or head offices located in Mississauga, Toronto or Richmond Hill, as applicable, they are each ultimately controlled by First Global (except for 2533430 Ontario Inc.), which has a registered or head office in Toronto;

[2] The directors of 2533430 Ontario Inc. are Applicants in these proceedings and consent to its inclusion in the within application.

(fff) The CBJ – CGE Receivership Proceedings and the CBJ – FEH Receivership Proceedings (together, the "**Related Proceedings**"), involving certain of the Land Banking Projects and similar stakeholders, in which the proposed Receiver may participate or seek relief, are already before, and familiar to, the Commercial List;

(ggg) Having regard to the location of the registered or head office from which the Respondents are controlled, the Commercial List's familiarity with the Related Proceedings, the substantial number of stakeholders and parties that may be impacted by or participate in these Receivership Proceedings, the geographic reach of the Real Property and the Co-Owners, and the magnitude of the Co-Owners' investments, the Commercial List is best positioned to hear the within application;

Norwich Order

(hhh) Neither the Applicants nor the proposed Receiver can further trace the funds transferred to the Hundal Account following the unauthorized sale of the LV IV Project, in contravention of the First Global Injunction, without account statements for the Hundal Account and/or particulars of the account (including but not limited to the name of the account holder, account number and beneficiary financial institution) to which the funds were transferred;

(iii) The information sought is within the possession and/or control of TD Bank;

(jjj) Granting the Norwich Order will allow the Applicants and the Receiver to:

(i) identify the individuals and companies involved in the scheme to dissipate the proceeds of the sale of the LV IV Project;

(ii) evaluate claims they may have against the individuals and companies involved in same;

(iii) trace the proceeds of the sale of the LV IV Project in contravention of the First Global Injunction; and

(iv) facilitate the preservation of the misappropriated property and take steps to preserve evidence of the individuals or corporations involved in such misappropriation or which received such misappropriated Property;

Other Grounds

(kkk) Sections 96, 101 and 106 of the CJA;

(lll) Subsections 14.06(1.1)(b) and (c), 31(1) and 243(2)(b)(ii) of the BIA;

(mmm) Rules 1.04, 1.05, 2.01, 2.03, 3.02, 14.05(2), 14.05(3), 16, 38 and 39 of the Rules of Civil Procedure;

(nnn) The inherent and equitable jurisdiction of his Honourable Court; and

(ooo) Such further and other grounds as counsel may advise and this Honourable Court may permit.

3. **THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the Application:

(a) The affidavit of Akiko Kobayashi, sworn February 27, 2025, and the exhibits thereto;

(b) The affidavit of Lorraine Klemens, sworn February 28, 2025, and the exhibits thereto;

(c) The consent of KSV to act as the Receiver; and

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

February 6, 2025

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

MIZUE FUKIAGE, AKIKO KOBAYASHI, YOSHIKI FUKIAGE, KOBAYASHI KYOHODO CO., LTD. AND TORU FUKIAGE	and	**CLEARVIEW GARDEN ESTATES INC., TALBOT CROSSING INC., NIAGARA ESTATES OF CHIPPAWA II INC., LONDON VALLEY INC., LONDON VALLEY II INC., LONDON VALLEY III INC., LONDON VALLEY IV INC., LONDON VALLEY V INC., FORT ERIE HILLS INC., 2533430 ONTARIO INC., CGE CAPITAL MANAGEMENT INC., TGP-TALBOT CROSSING INC., NEC II CAPITAL MANAGEMENT INC., LV CAPITAL MANAGEMENT INC., LV II CAPITAL MANAGEMENT INC., LV III CAPITAL MANAGEMENT INC., LV IV CAPITAL MANAGEMENT INC., LV V CAPITAL MANAGEMENT INC. AND FORT ERIE HILLS CAPITAL MANAGEMENT INC.**
Applicants		Respondents

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced in Toronto

FRESH AS AMENDED NOTICE OF APPLICATION

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Electronically filed / Déposé par voie électronique : 28-Feb-2025
Toronto Superior Court of Justice / Cour supérieure de justice

Tab 2

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

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

Applicants

- and -

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

Respondents

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AFFIDAVIT OF AKIKO KOBAYASHI

(Sworn February 27, 2025)

TABLE OF CONTENTS

I. OVERVIEW 4

II. BACKGROUND 15

A. The Applicants 15

B. The TSI/TGP Group 16

(i) The Nominee Respondents 18

(ii) The Operator Respondents 19

(iii) First Global 19

(iv) The Vendors 20

C. The Applicants' Investment in, and Acquisition of, the Real Property 20

(i) The CGE Project 22

(ii) The TCX Project 23

(iii) The NEC Project 25

(iv) The LV Project 27

(v) The LV II Project 28

(vi) The LV III Project 31

(vii) The 253 Residual Property 32

(viii) The LV IV Project 35

(ix) The LV V Project 36

(x) The FEH Project 39

D. The Co-Owners Agreements 41

E. The Respondents' Creditors 45

III. CONCERNING EVENTS NECESSITATING THIS APPLICATION 46

A. The Kobayashi Group's Initial Concerns with Respect to its Investments 46

B. Proceedings Commenced in Japan in Connection with the Land Banking Projects 47

C. The Dissipation and Loss of Certain of the Land Banking Projects 48

(i) The Sale of the CGE Project in October 2021 49

(ii) The Sale of the FEH Project in November 2021 53

D. The November 4 Letter 58

E. The Share Purchase Agreements and Ensuing Hamilton Proceedings 60

F. The Improper Sale of the LV IV Project and Attempt to Sell the LV Project 66

IV. THE PROPOSED RECEIVERSHIP 67

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

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

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AFFIDAVIT OF AKIKO KOBAYASHI
(Sworn February 27, 2025)

I, Akiko Kobayashi, of the city of Fukui-shi, Fukui Prefecture, in the country of Japan,

MAKE OATH AND SAY:

1. I am the matriarch of the Kobayashi family (the "**Kobayashi Family**"), which with Kobayashi Kyohodo Co., Ltd. (together with the Kobayashi Family, the "**Kobayashi Group**"), has expended or been caused to expend in excess of $21 million to acquire fractional undivided beneficial interests in certain real property in Ontario held or intended to be held by Clearview Garden Estates Inc., Talbot Crossing Inc., Niagara Estates of Chippawa II Inc., London Valley

Inc., London Valley II Inc., London Valley III Inc., London Valley IV Inc., London Valley V Inc. and Fort Erie Hills Inc. (collectively, the "**Nominee Respondents**"), in each case, as nominee and bare trustee for the co-owners thereof (collectively, the "**Co-Owners**" and each, a "**Co-Owner**"), and 2533430 Ontario Inc. The real property was intended to be controlled, managed and operated by CGE Capital Management Inc., TGP-Talbot Crossing Inc., NEC II Capital Management Inc., LV Capital Management Inc., LV II Capital Management Inc., LV III Capital Management Inc., LV IV Capital Management Inc., LV V Capital Management Inc., and Fort Erie Hills Capital Management Inc. (collectively, the "**Respondent Operators**"), respectively, in accordance with the Co-Owners Agreements (as defined below) to which I or another member of the Kobayashi Group, are party. As such, I have personal knowledge of the matters to which I depose in this affidavit, unless otherwise indicated. Where I do not possess personal knowledge, I have stated the source of my information and, in all such cases, believe it to be true.

2. I swear this affidavit in support of an application by the Applicants for an order (the "**Receivership Order**") pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C-43 and Rules 14.05(2) and (3) of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, among other things:

(a) declaring that the Nominee Respondents hold the applicable real property legally described in Schedule "A" to the proposed Receivership Order (collectively, the "**Real Property**"), in respect of which the registered owner is one of the Nominee Respondents, in trust for and on behalf of the applicable Co-Owners to the extent of each Co-Owner's respective interest set out in the relevant Co-Owners Agreement(s), including in any declaration(s) of trust or certificate(s) of interest appended thereto, or as may be determined by further order of this Court;

(b) appointing KSV Restructuring Inc. ("**KSV**") as receiver and manager (in such capacity, the "**Receiver**") without security, of all of the (i) assets, undertakings and personal property of the Nominee Respondents and 2533430 Ontario Inc. acquired for, or used in relation to, a business carried on by the Nominee Respondents (or any of them) and/or 2533430 Ontario Inc. and the proceeds therefrom, including, without limitation, the Real Property and any assets or property held by any of the Nominee Respondents and/or 2533430 Ontario Inc. in trust for any third party (collectively, the "**Nominee Property**"), and (ii) Segregated Funds (as defined in the Receivership Order) and all of the assets, undertakings and personal property of the Operator Respondents used in connection with or arising from or out of or which is necessary to access or use the Segregated Funds (collectively with the Nominee Property, the "**Property**");

(c) granting a first-ranking super-priority charge over the Property in favour of the Receiver and the Receiver's counsel to secure their fees and disbursements in respect of these proceedings; and

(d) granting a second-ranking super-priority charge over the Property for the purpose of funding the exercise of the powers and duties conferred upon the Receiver pursuant to the proposed Receivership Order.

3. All references to currency in this affidavit are in Canadian dollars unless noted otherwise. The Applicants do not waive or intend to waive any applicable privilege by any statement herein.

I. OVERVIEW

4. The Respondents are privately held special purpose companies that were, until recently, indirect subsidiaries of Trans Global Partners Limited ("**TGP**"). TGP is a corporation existing under the special administrative region of Hong Kong, of which Randy Hoffner ("**Mr. Hoffner**") is a director. As indicated within the Paybank Guarantee (as defined below), TGP claims to have raised approximately $161 million though syndicated investments from approximately 3,000 foreign investors to acquire vacant land in Canada for rezoning, development and sale since 2009.

5. The Respondents were purportedly formed to hold title to, as nominees and bare trustees, or operate, as applicable, various land banking projects in Ontario that involve the Real Property (collectively, the "**Land Banking Projects**"). The Real Property and the Land Banking Projects consist of the following:

(a) a property located at 5980 Colonel Talbot Road, London, Ontario (the "**TCX Project**"), which is owned by Talbot Crossing Inc.;

(b) a property located at 5318 Colonel Talbot Road, London, Ontario (the "**LV Project**"), which is owned by London Valley Inc.;

(c) a property located at 6172 Colonel Talbot Road, London, Ontario (the "**LV II Project**"), which is owned by London Valley II Inc.;

(d) a property located immediately adjacent to the LV III Project (as defined below) in London, Ontario, which is owned by 2533430 Ontario Inc. (the "**253 Residual Property**");

(e) a property located at 6211 Colonel Talbot Road, London, Ontario (the "**LV IV Project**"), which is owned by London Valley IV Inc.;

(f) a property located at Wonderland Road. S, London, Ontario (the "**LV V Project**"), which is owned by London Valley V Inc.;

(g) a property located at 6237 27/28 Side Road Nottawasaga, Clearview, Ontario (the "**CGE Project**"), which was previously owned by Clearview Garden Estates Inc.;

(h) a property located at 5559 Sodom Road, Niagara Falls, Ontario (the "**NEC Project**"), which was previously owned by Niagara Estates of Chippawa II Inc.;

(i) a property located at 6188 Colonel Talbot Road, London, Ontario (the "**LV III Project**"), which was previously owned by 2533430 Ontario Inc.; and

(j) a property located at 87 Crooks Street & 0 Thompson Road ES, Fort Erie, Ontario (the "**FEH Project**"), which was previously owned by Fort Erie Hills Inc.

6. Between 2012 and 2016, the Kobayashi Group invested or were caused to invest in excess of $21 million in the Real Property and the Land Banking Projects, approximately $14 million of which was invested by the Applicants, or caused to be invested on, or purportedly on, their behalf. As a result of such investments, the Kobayashi Group acquired fractional undivided beneficial interests in each of the Land Banking Projects ranging between approximately 3%-72% pursuant to agreements of sale and purchase, among the applicable member of the Kobayashi Group, as purchaser, Nominee Respondent, as nominee, and affiliate of such Nominee Respondent, as vendor (collectively, the "**Sale Agreements**").

7. In connection with the Sale Agreements, the applicable member of the Kobayashi Group, as purchaser, Nominee Respondent, as nominee, Operator Respondent, as operator, and affiliate of such Nominee Respondent and Operator Respondent, as vendor, entered, or were caused to enter, into co-owners agreements (collectively, the "**Co-Owners Agreements**"). Principally, the Co-Owners Agreements govern the ownership of the undivided beneficial interests in the applicable Real Property, any sale, financing and/or development of such Real Property, the obligations and powers of the applicable Operator Respondent, and the distribution of any net proceeds or income derived from such Real Property.

8. Notwithstanding the terms of the Co-Owners Agreements and the rights and interests of the Co-Owners in respect of the Real Property and the Land Banking Projects, the Respondents and their present and former principals have, by neglect and potentially, by design, allowed the Real Property to be lost to creditor enforcement efforts, inappropriately transferred, encumbered and/or sold. The Respondents and their present and former principals, as applicable, have repeatedly done so without adequate advance notice to the Applicants, the requisite approval of the Co-Owners, or making distributions to the Applicants.

9. The loss, transfer, encumbrance, sale and other concerning events in respect of the Real Property include the following:

(a) On October 8, 2021, the CGE Project was transferred to CBJ – Clearview Garden Estates Inc., a corporation incorporated pursuant to the *Business Corporations Act*, R.S.O. 1990, c. B. 16 (the "**OBCA**") of which Christopher Agagnier ("**Mr. Agagnier**") and Jeffrey Burrell ("**Mr. Burrell**") are directors, for a reported purchase price of $15 million. Approximately $13 million of the purchase price was

paid by way of a subordinated vendor take-back mortgage due on August 1, 2023 and August 1, 2024 registered as instrument number SC1832939 (the "**Clearview VTB Charge**"). A $6 million priority mortgage/charge was registered on title to the CGE Project on that same day in favour of 1180554 Ontario Limited ("**118**"). On January 26, 2024, 118 obtained an order from this Court (the "**CBJ – CGE Receivership Order**") appointing TDB Restructuring Limited (f/k/a RSM Canada Limited) ("**TDB Restructuring**") as receiver and manager (the "**CBJ – CGE Receiver**") of all of the assets, undertakings and properties of CBJ – Clearview Garden Estates Inc., CBJ Bridle Park II Inc. and CBJ Developments Inc. (the "**CBJ – CGE Property**"). On April 12, 2024, Clearview Garden Estates Inc. transferred the Clearview VTB Charge to First Global Financial Corp. ("**First Global**"), a corporation incorporated under the OBCA of which Elena Salvatore ("**Ms. Salvatore**") is a director and officer, for $2.00. The CGE Project was subsequently sold to 118 pursuant to a credit bid.

(b) On November 1, 2021, the FEH Project was sold to CBJ – Fort Erie Hills Inc., a corporation incorporated pursuant to the OBCA of which Ms. Salvatore and Vincent Salvatore ("**Mr. Salvatore**") are currently the directors and officers and Mr. Burrell was previously a director, for a reported purchase price of $15.95 million. Approximately $13.1 million of the purchase price was paid by way of a subordinated vendor take-back mortgage due on August 1, 2023 and August 1, 2024 registered as instrument number SN698786 (the "**FEH VTB Charge**"). Mortgages/charges were registered against the FEH Project on that same date in favour of Mr. Burrell and Salvatore Romeo ("**Mr. Romeo**") in the amounts of

$1,053,000 and $620,000, respectively. The FEH VTB Charge and mortgages/charges in favour of Messrs. Burrell and Romeo were postponed to a mortgage/charge in favour of 2703738 Ontario Limited (the "**270**") in the amount of $2.5 million and thereafter, discharged when a mortgage/charge in the amount of $8 million in favour of Hillmount Capital Mortgage Holdings Inc. ("**Hillmount**") was registered against the FEH Project. On October 29, 2024, 1001045239 Ontario Inc. (the "**Salvatore Numbered Co.**"), a corporation incorporated pursuant to the OBCA just four days prior thereto, of which Mr. Salvatore is a director, registered a mortgage/charge in the amount of $49 million against the FEH Project. On December 19, 2024, Hillmount obtained an order from this Court (the "**CBJ – FEH Receivership Order**") appointing TDB Restructuring as receiver and manager (the "**CBJ** – **FEH Receiver**") of all of the assets, undertakings and properties of CBJ – Fort Erie Hills Inc. (the "**CBJ – FEH Property**").

(c) On April 19, 2023, a mortgage/charge was registered against the NEC Project in favour of 2229815 Ontario Ltd. ("**222**") in the amount of $5.25 million, and guaranteed by CBJ Developments Inc., a corporation incorporated under the OBCA of which Mr. Burrell is a director and officer. On August 30, 2024, 222 obtained an order for default judgement for immediate foreclosure from the Ontario Superior Court of Justice (the "**Foreclosure Order**").

(d) On December 6, 2023, Olympia Trust Company registered a collateral mortgage in the amount of $700,000 against the LV IV Project, seemingly to secure a mortgage loan principally registered against a property located at 601 Maplehurst Ave,

Oakville, Ontario (the "**Maplehurst Property**"), of which Mr. Hoffner is the registered owner. The Maplehurst Property is currently listed for sale.

(e) On or about June 4, 2024, First Global acquired all of the shares in the capital of Titan Shield Inc., a corporation incorporated under the OBCA of which Timothy Shields ("**Mr. Shields**") and Behzad Pilehver ("**Mr. Pilehver**") are directors, pursuant to a share purchase agreement (the "**Titan Shield SPA**") among, *inter alios*, TGP Canada Management Inc. ("**TGP Management**"), a corporation incorporated under the OBCA of which Mr. Pilehver is currently, and Mr. Hoffner was previously, a director, as vendor, First Global, as purchaser, Titan Shield Inc., 2630306 Ontario Inc. o/a Paybank Financial ("**Paybank**"), a corporation incorporated under the OBCA of which Mr. Pilehver is a director, and TGP. Under the transaction contemplated by the Titan Shield SPA (the "**Titan Shield Acquisition**"), First Global was to become the indirect owner of each of the Respondents. In addition to the Titan Shield SPA, First Global entered into three other share purchase agreements dated June 4, 2024 (collectively with the Titan Shield SPA, the "**Share Purchase Agreements**"), including a share purchase agreement (the "**TGP Management SPA**") among TGP, as vendor, Paybank, as purchaser, TGP Management and First Global, pursuant to which Paybank acquired all of the shares in the capital of TGP Management. The Titan Shield SPA and the TGP Management SPA contemplate First Global's and Paybank's respective assumption of "existing investor/ownership agreements in place involving approximately three thousand (3,000) investors" as well as Paybank's acquisition

of the issued "syndicated investment certificates/units" and provision of an unconditional guarantee of the repayment of such purchaser certificates/units.

(f) On July 5, 2024, Mr. Agagnier and CBJ Developments Inc. caused a statement of claim to be issued naming Fort Erie Hills Inc., CBJ – Fort Erie Hills Inc., Mr. Burrell, in his personal capacity and in his capacity as trustee for the Burrell Family Trust, Mr. Hoffner, TGP, Mr. Romeo, as trustee for the Romeo Family Trust, Ms. Salvatore and Mr. Salvatore, John Doe and XYC Corp., as defendants (the "**Agagnier Statement of Claim**"). The Agagnier Statement of Claim seeks, among other things, relief pursuant to section 248 of the OBCA, and damages in the amount of $25 million for fraud, conspiracy, breach of fiduciary duty and oppression.

(g) On July 30, 2024, Talbot Crossing Inc., London Valley II Inc., and London Valley V Inc., in each case, as vendor, entered into a separate agreement of purchase and sale dated July 30, 2024 (collectively, the "**Outstanding APSs**"), with Clawson Group Inc., as assigned to Farhi Holdings Corporation and Farhi Farming Corporation, for the purchase of the TCX Project, the LV II Project and the LV V Project, respectively. The Kobayashi Group, according to the Respondents' and TGP's records, collectively owns approximately 61%, 42% and 59% of the beneficial interests in the TCX Project, the LV II Project and the LV V Project, respectively, and has not consented to such sale transactions (collectively, the "**Outstanding Sale Transactions**").

(h) Following several defaults under three promissory notes (collectively, the "**Promissory Notes**") issued in connection with the Share Purchase Agreements, TGP, Ms. Hoffner and Mr. Hoffner (collectively, the "**Hamilton Applicants**") filed a Notice of Application on October 18, 2024 with the Ontario Superior Court of Justice pursuant to section 248 of the OBCA (the "**Hamilton Proceedings**"), in which First Global, Ms. Salvatore, Mr. Salvatore and Tiberis Capital Corp. were named as respondents (collectively, the "**Hamilton Respondents**"), for an order, among other things:

(i) declaring that First Global, Ms. Salvatore and Mr. Salvatore have acted in a manner that is oppressive, prejudicial and disregards the interests of the Hamilton Applicants;

(ii) awarding damages payable to the Hamilton Applicants in the amount of $12,444,121.92;

(iii) approving the Outstanding APSs and compelling the disgorgement of all of the net proceeds thereof to the Hamilton Applicants by way of payment to SimpsonWigle Law LLP ("**SimpsonWigle**");

(iv) compelling the Hamilton Respondents to disclose the particulars of all sales of properties owned by First Global or companies that it came to control, directly or indirectly, pursuant to the Titan Shield Acquisition;

(v) compelling the Hamilton Respondents to deliver an accounting of all monies, assets, property or benefits of any kind received by First Global or

any company over which it has control, directly or indirectly, as a result of the Titan Shield Acquisition from the sale of any property owned by any of those companies; and

(vi) declaring that, pursuant to subsections 178(1)(d) and (e) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**"), any amounts awarded pursuant to the application are debts or liabilities arising out of fraud, embezzlement, misappropriation or defalcation while acting in a fiduciary capacity, or resulting from obtaining property by false pretenses or fraudulent misrepresentation.

(i) On October 29, 2024, the Salvatore Numbered Co. registered a blanket mortgage/charge in the amount of $110 million against the TCX Project and the LV V Project, among other real property.

(j) On October 31, 2024, the Ontario Superior Court of Justice granted an order in the Hamilton Proceedings (the "**First Global Injunction**"), among other things, temporarily restraining the Hamilton Respondents from, directly or indirectly, selling, removing, dissipating, alienating, transferring, assigning, encumbering or dealing with their assets or the assets of any companies which they came to control pursuant to the Titan Shield Acquisition, approving the Outstanding APSs, and directing the purchaser under the Outstanding APSs to pay the proceeds of sale to SimpsonWigle, in trust.

10. I first learned of certain of the aforementioned events upon reviewing what has proven to be an incomplete and inaccurate notice letter dated July 31, 2024 (the "**Deficient July 31 Letter**")

from TSI Global K.K., an affiliate of TGP existing under the special administrative region of Hong Kong. I learned significantly more about the same and certain of the other concerning events described above after reviewing a letter dated November 4, 2024 issued by Mr. Pilehver (the "**November 4 Letter**").

11. The Deficient July 31 Letter advised that the "right to purchase" the CGE Project and the FEH Project "was transferred to a court-appointed receiver", the "TGP Group was to be absorbed into First [Financial] Group" and "the co-owners' interests in land and real estate are segregated and protected indivisibly, regardless of the management of the TGP Group". In contrast, the November 4 Letter detailed "unauthorized actions", including alleged breaches of the Co-Owners Agreements and violations of the *Ontario Securities Act*, R.S.O. 1990, c. S. 5, and the failure of First Global to meet its obligations that placed the Co-Owners' "investments at immediate risk". An unofficial machine-translated copy of the Deficient July 31 Letter and a copy of the November 4 Letter are attached hereto as **Exhibits "A"** and **"B"**, respectively.

12. The Hamilton Proceedings and the affidavits of Mr. Hoffner sworn October 18, 2024 (the "**Hoffner Affidavit**") and Mr. Pilehver affirmed November 18, 2024 (the "**Pilehver Affidavit**") filed therein, have further informed my understanding of the concerning events summarized above and described herein. The Hoffner Affidavit, the Pilehver Affidavit, and the Applicants' additional inquiries prompted thereby reveal alarming breaches of the Co-Owners Agreements, the dissipation, encumbrance and/or loss of portions of the Property and a flagrant disregard for the rights and interests of the Co-Owners, which have irreparably prejudiced the Applicants and the

other members of the Kobayashi Group. Copies of the Hoffner Affidavit and the Pilehver Affidavit are attached hereto as **Exhibits "C"** and **"D"**, respectively.[1]

13. The body of the 112 paragraph and 55-page Hoffner Affidavit is conspicuously silent on the Co-Owners' ownership interests in the Land Banking Projects. Moreover, it offers no explanation as to why, as is asserted in the Hamilton Proceedings, the proceeds of the Outstanding Sale Transactions ought to be diverted to repay the Promissory Notes or the Outstanding Sale Transactions should be consummated absent the Co-Owners' requisite approval – which cannot be obtained in the case of the TCX Project and the LV V Project absent the Kobayashi Group's support.

14. Incredibly, the prejudice occasioned upon the Applicants has only been exacerbated since the commencement of the Hamilton Proceedings. Indeed, I am advised by Amanda McLachlan ("**Ms. McLachlan**") of Bennett Jones LLP ("**Bennett Jones**"), counsel to the Applicants, and believe that:

(a) despite having notice of the Hamilton Proceedings and the First Global Injunction, Mr. Pilehver caused London Valley IV Inc. to sell the LV IV Project to Titan Lands Inc. for $2 million on February 5, 2025, without notice to, or the consent of, the Kobayashi Group, which owned approximately 72% of the undivided beneficial interest therein; and

(b) on February 20, 2025, McKenzie Lake Lawyers LLP, counsel to a prospective purchaser, informed Bennett Jones that such prospective purchaser was scheduled

[1] Exhibits to the Hoffner Affidavit and Pilehver Affidavit not discussed herein have been excluded from the copies of the Hoffner Affidavit and the Pilehver Affidavit attached hereto.

to close a transaction to acquire the LV Project – in respect of which Mr. Pilehver had held himself out as a representative of the applicable Co-Owners – on February 19, 2025, but had not done so based on its discovery of the First Global Injunction and the Applicants' Notice of Application.

15. The Respondents' and their present and former principals' conduct, the breaches of the Co-Ownership Agreements, the Applicants' and the other members of the Kobayashi Group's substantial ownership interests in the Real Property, the deadlock created by, and material omissions in, the Hamilton Proceedings, and the number of Land Banking Projects, creditors and Co-Owners involved, demand that the Respondents and the Property be subject to the appointment of the proposed Receiver on an urgent basis. The Applicants believe that these proceedings are in the best interests of the Respondents' stakeholders and present the only practical means of preserving, protecting and monetizing the Property and determining the rights and interests of the Co-Owners and the Respondents' creditors to the proceeds thereof.

II. BACKGROUND

A. The Applicants

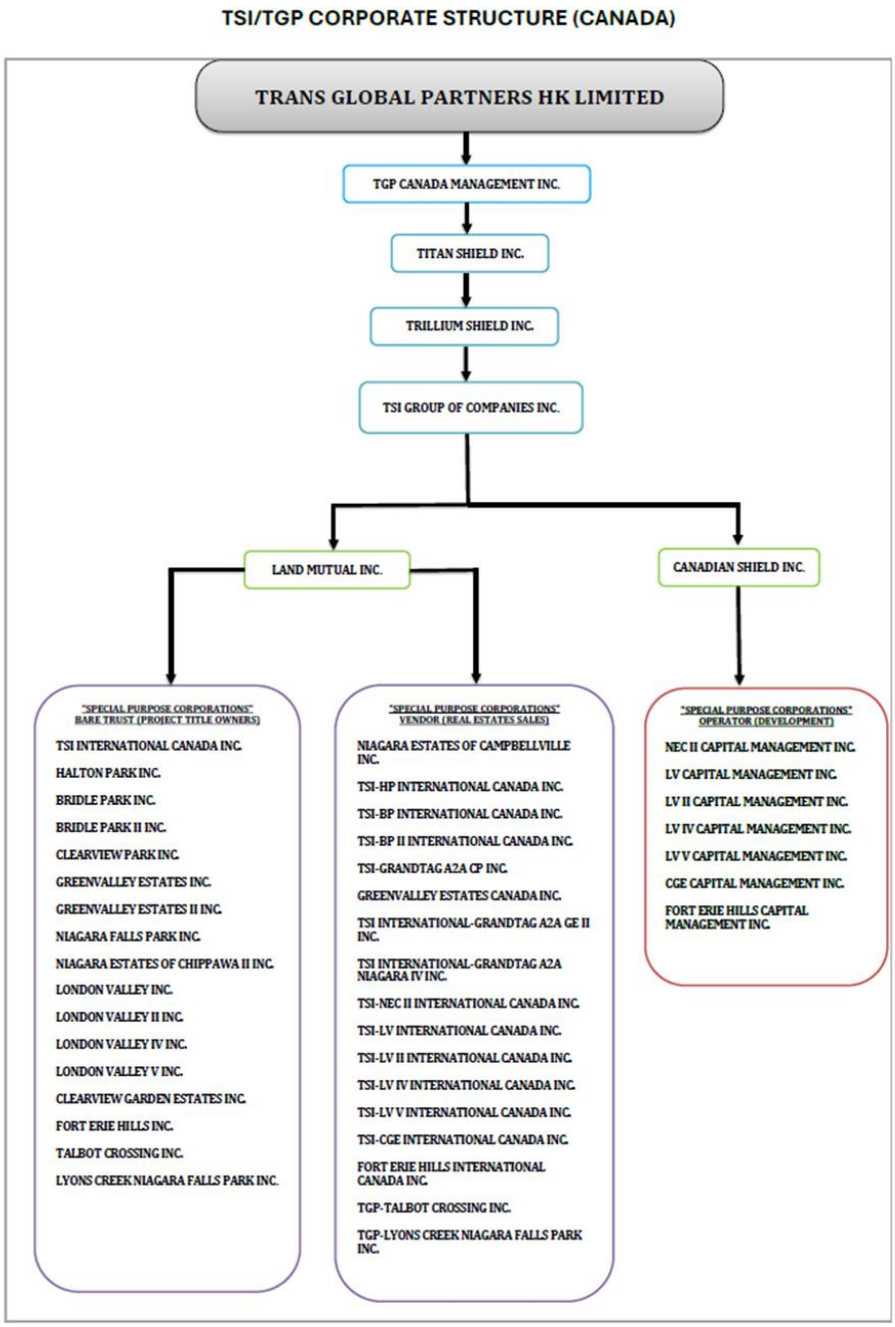
16. The Applicants consist of Kobayashi Kyohodo Co., Ltd.,[2] a privately held corporation incorporated on July 5, 1972 under the laws of Japan of which I am a director, and four members of the Kobayashi Family, including myself, my daughter, Mizue Fukiage, my son-in-law, Toru Fukiage, and my grandson, Yoshiki Fukiage.

[2] A/K/A Kobayashi Kyohodo K.K./K.K. Kobayashi kyoho dou/K.K. Kobayashi Kyouhou Doh/ K.K Kobayashi kyohodou.

B. The TSI/TGP Group

17. The Respondents are privately held special purpose corporations that operate within a broader group of companies involved in the Land Banking Projects (the "**TSI/TGP Group**"). A simplified organizational chart depicting the TSI/TGP Group's corporate structure prior to the Titan Shield Acquisition, as set out in the Hoffner Affidavit, is reproduced immediately below:[3]

[3] This simplified organizational structure excludes certain affiliates of TGP, including, without limitation, TSI International Group K.K. (a corporation incorporated under the laws Japan), TSI Global K.K., TSI Global Limited, TSI Holdings Asia Limited (a corporation incorporated under the laws of the British Virgin Islands) and TSI International Group Inc. (a corporation incorporated under the OBCA of which Mr. Shields is a director).



18. The Respondents in respect of which relief is sought on the within application and certain other members of the TSI/TGP Group are discussed below.

(i) **The Nominee Respondents**

19. The Nominee Respondents are corporations incorporated pursuant to the OBCA. Each is a direct subsidiary of Land Mutual Inc. According to its corporate profile report attached hereto as **Exhibit "E"**, Land Mutual Inc. is a corporation incorporated under the OBCA, of which Ms. Salvatore is currently a director and officer, and Mr. Hoffner was previously a director. Land Mutual Inc. is not a respondent in these proceedings.

20. As made clear by their corporate profile reports (collectively, the "**Nominee Respondents' Corporate Profile Reports**"), each of the Nominee Respondents other than Clearview Garden Estates Inc. and London Valley III Inc. (which have a registered head office located at 77 City Centre Drive, Unit 602, Mississauga, Ontario, L5B 1M5, Canada), has a registered head office located at 50 West Wilmont Street, Suite 100, Richmond Hill, Ontario, L4B 1M5, Canada.

21. The Nominee Respondents' Corporate Profile Reports indicate that Ms. Salvatore is a director and officer of Niagara Estates of Chippawa II Inc. while Mr. Pilehver is a director and officer of Talbot Crossing Inc., London Valley Inc., London Valley II Inc., London Valley IV Inc., London Valley V Inc. and Fort Erie Hills Inc. According to the Nominee Respondents' Corporate Profile Reports, Mr. Hoffner was previously the director and officer of each of the Nominee Respondents and remains the director and officer of Clearview Garden Estates Inc. and London Valley III Inc.

22. Copies of the Nominee Respondents' Corporate Profile Reports are attached hereto as **Exhibit "F"**.

(ii) **The Operator Respondents**

23. The Operator Respondents are corporations incorporated pursuant to the OBCA. Each is a direct subsidiary of Canadian Shield Inc. According to its corporate profile report attached hereto as **Exhibit "G"**, Canadian Shield Inc. is a corporation incorporated under the OBCA of which Mr. Hoffner is the director. Canadian Shield Inc. is not a respondent in these proceedings.

24. As made clear by their corporate profile reports (collectively, the "**Operator and Other Respondents' Corporate Profile Reports**"), each of the Operator Respondents and 2533430 Ontario Inc. has a registered head office located at 77 City Centre Drive, Unit 602, Mississauga, Ontario, L5B 1M5, Canada. According to the Operator and Other Respondents' Corporate Profile Reports, Mr. Hoffner is a director and officer of each of the Operator Respondents, except for LV Capital Management Inc. (of which Mr. Shields is a director and officer). Though no consent to being so appointed was ever provided to the best of my knowledge, I and K.K. Kobayashi Kyouhou Doh are listed as the directors of 2533430 Ontario Inc.[4]

25. Copies of the Operator and Other Respondents' Corporate Profile Reports are attached hereto as **Exhibit "H"**.

(iii) **First Global**

26. As indicated in its corporate profile report attached hereto as **Exhibit "I"**, First Global was incorporated pursuant to the OBCA and has a head office located at 801 Lawrence Avenue East, Ph5, Toronto, Ontario, M3C 3W2. Ms. Salvatore is a director and officer of First Global.

[4] To the extent that I and K.K. Kobayashi Kyouhou Doh were properly appointed as directors (which is denied), they are consent to 2533430 Ontario Inc.'s inclusion in the within proceedings.

27. Pursuant to the Titan Shield Acquisition, the Respondents were intended to become indirect subsidiaries of First Global. First Global is not a respondent in these proceedings.

(iv) **The Vendors**

28. Pursuant to the Titan Shield Acquisition, First Global's indirect subsidiaries were also intended to now include, among others, various special purpose companies that acted as the vendors under the Sale Agreements and the Co-Owners Agreements. Namely, TSI-CGE International Canada Inc., TGP-Talbot Crossing Inc., TSI-NEC II International Canada Inc., TSI-LV International Canada Inc., TSI-LV II International Canada Inc., TSI-LV III International Canada Inc., TSI-LV IV International Canada Inc., TSI-LV V International Canada Inc. and Fort Erie Hills International Canada Inc. (collectively, the "**Vendors**").

29. According to their corporate profile reports (collectively, the "**Vendors' Corporate Profile Reports**"), each of the Vendors was incorporated pursuant to the OBCA and has a head office located at 77 City Centre Drive, Unit 602, Mississauga, Ontario, L5B 1M5, Canada. The Vendors' Corporate Profile Reports indicate that Mr. Hoffner is a director and officer of each of the Vendors.

30. Copies of the Vendors' Corporate Profile Reports are attached hereto as **Exhibit "J"**. The Vendors are not respondents in these proceedings.

C. The Applicants' Investment in, and Acquisition of, the Real Property

31. The Land Banking Projects and the opportunity to invest therein were first introduced to the Kobayashi Group by Chiaki Hayashi ("**Mr. Hayashi**"). Mr Hayashi is a director of Global-I K.K., a corporation incorporated under the laws of Japan, which acted as agent for TGP. An

unofficial machine-translated copy of a letter dated July 22, 2019 addressed to Mr. Hayashi from TGP's affiliate incorporated under the laws of Japan, TSI Global K.K., evincing Global-I K.K.'s role in this regard is attached hereto as **Exhibit "K"**.

32. In his capacity as agent for TGP, Mr. Hayashi was expected to facilitate the Kobayashi Group's various investments in the Land Banking Projects, including by receiving investment monies from the Kobayashi Group, transferring such investment monies to TGP, and maintaining all relevant records. Mr. Hayashi frequently encouraged members of the Kobayashi Group to invest in the Land Banking Projects and advised that such investments were certain to double or triple in value.

33. Between May 2012 and November 2016,[5] the Kobayashi Group invested or were caused to invest in excess of $21 million in the Real Property and the Land Banking Projects, approximately $14 million of which was invested by the Applicants, or caused to be invested on, or purportedly on, their behalf. A summary of the Kobayashi Group's investments in the Land Banking Projects, as requested and received from Mr. Hoffner, is attached hereto as **Exhibit "L"** (the "**Investment Summary**"). A summary of the Kobayashi Group's investments in the Land Banking Projects, as provided by TSI Global K.K. in the Japan Proceedings (as defined below), reflecting an aggregate investment in excess of $24 million, is attached hereto as **Exhibit "M"** (the "**TSI Investment Summary**").

34. Each of the Kobayashi Group's investments and the interests in the Real Property acquired pursuant thereto, are discussed immediately below.

[5] While the Sale Agreements are dated effective between August 17, 2012 and February 26, 2021, as applicable, the Kobayashi Group's investments were made between May, 2012 and November, 2016.

(i) **The CGE Project**

35. I was caused to invest the aggregate amount of $1.8 million to acquire a 180/1075th (approximately 18%) undivided beneficial interest in the CGE Project purportedly pursuant to two Sale Agreements among myself, as purchaser, Clearview Garden Estates Inc., as nominee, and TSI-CGE International Canada Inc., as vendor (the "**Clearview Garden Sale Agreements**"). Namely:

(a) an agreement of sale and purchase dated August 22, 2016, providing for the purchase of a 110/1075th undivided beneficial interest in the CGE Project for $1.1 million (plus applicable harmonized sales tax), of which $77,000 was to be paid into a segregated account known as the "Concept Planning Fund" purportedly to be used to defray costs, expenses and fees to be incurred in connection with the CGE Project (in each case, a "**Concept Planning Fund**"); and

(b) an agreement of sale and purchase dated April 23, 2021, providing for the purchase of a 70/1075th undivided beneficial interest in the CGE Project for $700,000 (plus applicable harmonized sales tax), of which $49,000 was to be paid into a Concept Planning Fund.

36. The Clearview Garden Sale Agreements are governed by the laws of Ontario. Copies of the Clearview Garden Sale Agreements are attached hereto as **Exhibit "N"**.

37. As described below, the Clearview Garden Sale Agreements were entered into, and the relevant funds advanced thereunder, without my knowledge or consent. The improper entrance into the Clearview Garden Sale Agreements and the misappropriation of the applicable member of the Kobayashi Group's funds are the subject of the Japan Proceedings.

38. As reflected in the sub-searches of title attached hereto as **Exhibit "O"** (collectively, the "**CGE Parcel Registers**"), Clearview Garden Estates Inc. acquired the CGE Project on September 25, 2015. Clearview Garden Estates Inc. ceased to be the registered owner of the CGE Project as of October 8, 2021, at which time it was transferred to CBJ – Clearview Garden Estates Inc.

39. No net income or other proceeds have been received from Clearview Garden Estates Inc., CGE Capital Management Inc. or any other party by any member of the Kobayashi Group in connection with the CGE Project. Further, no net income or other proceeds were received from Clearview Garden Estates Inc., CGE Capital Management Inc. or any other party by any member of the Kobayashi Group at any point prior to or following the transfer of the CGE Project.

(ii) **The TCX Project**

40. Members of the Kobayashi Group invested or were caused to invest, as applicable, the aggregate amount of $7.11 million to acquire a 711/1162th (approximately 61%) undivided beneficial interest in the TCX Project purportedly pursuant to eight Sale Agreements among the applicable member of the Kobayashi Group, as purchaser, and TGP-Talbot Crossing Inc., as vendor (collectively, the "**Talbot Crossing Sale Agreements**"). The seven Talbot Crossing Sale Agreements that have been made available to the Kobayashi Group include the following:

(a) an agreement of purchase and sale dated November 15, 2020, providing for the purchase of a 32/1162nd undivided beneficial interest in the TCX Project for $320,000;

(b) an agreement of purchase and sale dated December 20, 2016, providing for the purchase of a 26/1162nd undivided beneficial interest in the TCX Project for $260,000;

(c) an agreement of purchase and sale dated December 20, 2016, providing for the purchase of a 26/1162nd undivided beneficial interest in the TCX Project for $260,000;

(d) an agreement of purchase and sale dated December 20, 2016, providing for the purchase of a 43/1162nd undivided beneficial interest in the TCX Project for $430,000;

(e) an agreement of purchase and sale dated November 15, 2020, providing for the purchase of a 53/1162nd undivided beneficial interest in the TCX Project for $530,000;

(f) an agreement of purchase and sale dated November 15, 2020, providing for the purchase of a 49/1162nd undivided beneficial interest in the TCX Project for $490,000; and

(g) an agreement of purchase and sale dated November 15, 2020, providing for the purchase of a 77/1162nd undivided beneficial interest in the TCX Project for $770,000.

41. The Talbot Crossing Sale Agreements are governed by the laws of Ontario. Copies of the Talbot Crossing Sale Agreements that have been made available to the Kobayashi Group are attached hereto as **Exhibit "P"**.

42. As described below, certain of the Talbot Crossing Sale Agreements were entered into, and the relevant funds advanced thereunder (including funds intended for the LV III Project), without the knowledge or consent of the applicable member of the Kobayashi Group. Moreover, no written

agreements were entered into in connection with the remainder of the 711/1162th undivided beneficial interest acquired by the Kobayashi Group and not reflected above. The improper entrance into the relevant Talbot Crossing Sale Agreements and the misappropriation of the applicable member of the Kobayashi Group's funds are the subject of the Japan Proceedings.

43. As reflected in the sub-search of title attached hereto as **Exhibit "Q"** (the "**TCX Parcel Register**"), Talbot Crossing Inc. acquired the TCX Project on November 14, 2016. As of February 21, 2025, Talbot Crossing Inc. remained the registered owner of the TCX Project, as nominee and bare trustee for the Co-Owners thereof.

44. To date, the Kobayashi Group has not received any net income or other proceeds from Talbot Crossing Inc., TGP-Talbot Crossing Inc. or any other party in connection with the TCX Project.

(iii) **The NEC Project**

45. The Kobayashi Group invested the aggregate amount of $200,000 to acquire a 20/622nd (approximately 3%) undivided beneficial interest in the NEC Project pursuant to two Sale Agreements among the applicable member of the Kobayashi Group, as purchaser, Niagara Estates of Chippawa II Inc., as nominee, and TSI-NEC II International Canada Inc., as vendor (the "**Niagara Estates Sale Agreements**"). Namely:

(a) an agreement of sale and purchase dated June 4, 2012, pursuant to which I purchased a 10/662nd undivided beneficial interest in the NEC Project for $100,000 (plus applicable harmonized sales tax), of which $5,000 was to be paid into a Concept Planning Fund; and

(b) an agreement of sale and purchase dated June 4, 2012, pursuant to which Hironori Kobayashi purchased a 10/662nd undivided beneficial interest in the NEC Project for $100,000 (plus applicable harmonized sales tax), of which $5,000 was to be paid into a Concept Planning Fund.

46. The Niagara Estates Sale Agreements are governed by the laws of Ontario. Copies of the Niagara Estates Sale Agreements are attached hereto as **Exhibit "R"**.

47. As reflected in the sub-search of title attached hereto as **Exhibit "S"** (the "**NEC Parcel Register**"), Niagara Estates of Chippawa II Inc. (at that time operating under the name 1787547 Ontario Limited) acquired the NEC Project on March 2, 2011.

48. On April 19, 2023, 222 registered a mortgage/charge on the NEC Project under instrument number SN763480 in the amount of $5.25 million, and a notice of amendment thereto by instrument number SN785634 (together, the "**Niagara Estates Mortgage Instruments**"). The Niagara Estates Mortgage Instruments indicate that such mortgage was guaranteed by CBJ Developments Inc. and Mr. Burrell. As reflected in its corporate profile report (the "**CBJ Developments Profile Report**"), CBJ Developments is a corporation incorporated pursuant to the OBCA of which Mr. Burrell is a director. Copies of the Niagara Estates Mortgage Instruments and CBJ Developments Profile Report are attached hereto as **Exhibits "T"** and **"U"**, respectively.

49. As made clear by the NEC Parcel Register, 222 sought, and on August 30, 2024, obtained the Foreclosure Order. As a result of the Foreclosure Order, which was registered on the NEC Project on September 16, 2024 under instrument number SN814525 (the "**Foreclosure Instrument**"), 222 is now the registered owner of the NEC Project. A copy of the Foreclosure Instrument is attached hereto as **Exhibit "V"**.

50. The Kobayashi Group was not provided with notice of 222's mortgage/charge, its foreclosure proceedings or the Foreclosure Order from Niagara Estates of Chippawa II Inc., NEC II Capital Management Inc. or any other person prior to the registration of the Foreclosure Instrument.

51. To date, the Kobayashi Group has not received any net income or other proceeds from Niagara Estates of Chippawa II Inc., NEC II Capital Management Inc. or any other party in connection with the NEC Project.

(iv) **The LV Project**

52. The Kobayashi Group invested the aggregate amount of $450,000 to acquire a 45/578th (approximately 8%) undivided beneficial interest in the LV Project pursuant to three Sale Agreements among the applicable member of the Kobayashi Group, as purchaser, London Valley Inc., as nominee, and TSI-LV International Canada Inc., as vendor (collectively, the "**London Valley Sale Agreements**"). Namely:

(a) an agreement of sale and purchase dated June 4, 2012, pursuant to which I purchased a 10/578th undivided beneficial interest in the LV Project for $100,000 (plus applicable harmonized sales tax), of which $5,000 was to be paid into a Concept Planning Fund;

(b) an agreement of sale and purchase dated June 4, 2012, pursuant to which Hironori Kobayashi purchased a 10/578th undivided beneficial interest in the LV Project for $100,000 (plus applicable harmonized sales tax), of which $5,000 was to be paid into a Concept Planning Fund; and

(c) an agreement of sale and purchase dated September 7, 2012, pursuant to which I purchased a 25/578th undivided beneficial interest in the LV Project for $250,000 (plus applicable harmonized sales tax), of which $12,500 was to be paid into a Concept Planning Fund.

53. The London Valley Sale Agreements are governed by the laws of Ontario. Copies of the London Valley Sale Agreements are attached hereto as **Exhibit "W"**.

54. As reflected in the sub-search of title attached hereto as **Exhibit "X"** (the "**LV Parcel Register**"), London Valley Inc. acquired the LV Project on November 9, 2011. As of February 21, 2025, London Valley Inc. remained the registered owner of the LV Project, as nominee and bare trustee for the Co-Owners thereof.

55. To date, the Kobayashi Group has not received any net income or other proceeds from London Valley Inc., LV Capital Management Inc. or any other party in connection with the LV Project.

(v) **The LV II Project**

56. The Kobayashi Group invested the aggregate amount of $2.6 million to acquire a 260/620th (approximately 42%) undivided beneficial interest in the LV II Project pursuant to eight Sale Agreements among the applicable member of the Kobayashi Group, as purchaser, London Valley II Inc., as nominee, and TSI-LV II International Canada Inc., as vendor (collectively, the "**London Valley II Sale Agreements**"). Namely:

(a) an agreement of sale and purchase dated November 15, 2020, pursuant to which Mizue Fukiage purchased a 50/620th undivided beneficial interest in the LV II

Project for $500,000 (plus applicable harmonized sales tax), of which $25,000 was to be paid into a Concept Planning Fund;

(b) an agreement of sale and purchase dated November 15, 2020, pursuant to which Mizue Fukiage purchased a 20/620th undivided beneficial interest in the LV II Project for $200,000 (plus applicable harmonized sales tax), of which $10,000 was to be paid into a Concept Planning Fund;

(c) an agreement of sale and purchase dated September 5, 2013, pursuant to which Hironori Kobayashi purchased a 50/620th undivided beneficial interest in the LV II Project for $500,000 (plus applicable harmonized sales tax), of which $25,000 was to be paid into a Concept Planning Fund;

(d) an agreement of sale and purchase dated September 5, 2013, pursuant to which Mizue Fukiage purchased a 50/620th undivided beneficial interest in the LV II Project for $500,000 (plus applicable harmonized sales tax), of which $25,000 was to be paid into a Concept Planning Fund;

(e) an agreement of sale and purchase dated July 31, 2013, among Toru Fukiage, pursuant to which Toru Fukiage purchased a 20/620th undivided beneficial interest in the LV II Project for $200,000 (plus applicable harmonized sales tax), of which $10,000 was to be paid into a Concept Planning Fund;

(f) an agreement of sale and purchase dated July 31, 2013, pursuant to which Hironori Kobayashi purchased a 30/620th undivided beneficial interest in the LV II Project

for $300,000 (plus applicable harmonized sales tax), of which $15,000 was to be paid into a Concept Planning Fund;

(g) an agreement of sale and purchase dated May 27, 2013, pursuant to which Hironori Kobayashi purchased a 20/620th undivided beneficial interest in the LV II Project for $200,000 (plus applicable harmonized sales tax), of which $10,000 was to be paid into a Concept Planning Fund; and

(h) an agreement of sale and purchase dated May 27, 2013, pursuant to which Toru Fukiage purchased a 20/620th undivided beneficial interest in the LV II Project for $200,000 (plus applicable harmonized sales tax), of which $10,000 was to be paid into a Concept Planning Fund.

57. The London Valley II Sale Agreements are governed by the laws of Ontario. Copies of the London Valley II Sale Agreements are attached hereto as **Exhibit "Y"**.

58. As reflected in the sub-search of title attached hereto as **Exhibit "Z"** (the "**LV II Parcel Register**"), London Valley II Inc. acquired the LV II Project on August 30, 2012. As of February 21, 2025, London Valley II Inc. remained the registered owner of the LV II Project, as nominee and bare trustee for the Co-Owners thereof.

59. To date, the Kobayashi Group has not received any net income or other proceeds from London Valley II Inc., LV II Capital Management Inc. or any other party in connection with the LV II Project.

(vi) **The LV III Project**

60. The Kobayashi Group invested the aggregate amount of $700,000 to acquire a 70/322nd (approximately 22%) undivided beneficial interest in the LV III Project pursuant to three Sale Agreements among the applicable member of the Kobayashi Group, as purchaser, London Valley III Inc., as nominee, and TSI-LV III International Canada Inc., as vendor (collectively, the "**London Valley III Sale Agreements**"). Namely:

(a) an agreement of sale and purchase dated January 11, 2023, pursuant to which Mizue Fukiage purchased a 20/322nd undivided beneficial interest in the LV III Project for $200,000 (plus applicable harmonized sales tax), of which $10,000 was to be paid into a Concept Planning Fund;

(b) an agreement of sale and purchase dated January 11 2013, pursuant to which Hironori Kobayashi purchased a 20/322nd undivided beneficial interest in the LV III Project for $200,000 (plus applicable harmonized sales tax), of which $10,000 was to be paid into a Concept Planning Fund; and

(c) an agreement of sale and purchase dated January 15, 2013, pursuant to which I purchased a 30/322nd undivided beneficial interest in the LV III Project for $300,000 (plus applicable harmonized sales tax), of which $15,000 was to be paid into a Concept Planning Fund.

61. The London Valley III Sale Agreements are governed by the laws of Ontario. Copies of the London Valley III Sale Agreements are attached hereto as **Exhibit "AA"**.

62. As reflected in the sub-search of title attached hereto as **Exhibit "BB"** (the "**LV III Parcel Register**"), 2533430 Ontario Inc. (and not London Valley III Inc.) acquired the LV III Project, while London Valley III Inc. acquired the 253 Residual Property adjacent thereto. As discussed below, the LV III Project was sold to Shogun Maitake Inc. on October 8, 2020, and the $700,000 invested by the Kobayashi Group was reallocated to the TCX Project without the Kobayashi Group's knowledge or consent.

(vii) **The 253 Residual Property**

63. On or about December 25, 2013, October 3, 2014, and September 3, 2015, respectively, the following funds were advanced by Kobayashi Kyhodo Co., Ltd., or with respect to $493,139.95 of the LV V GIC Funds (as defined below), its affiliate, to TSI Holdings Asia Limited:

(a) $1,403,693.32 to be held as a GIC or an equivalent thereto (the "**LV III GIC Funds**");

(b) $993,139.95 to be held as a GIC or an equivalent thereto (the "**LV V GIC Funds**"); and

(c) $3,546,306.68 pursuant to a loan agreement effective as of September 17, 2015 (the "**Loan Agreement**"), between Kobayashi Kyhodo Co., Ltd., as lender, and TSI Holdings Asia Limited, as borrower, the proceeds of which (the "**LV III Loan Proceeds**") were repayable on September 17, 2016 (failing which the LV III Project would serve as collateral for the LV III Loan Proceeds).

64. As was made clear to Mr. Hayashi at all relevant times, the LV III GIC Funds, the LV V GIC Funds and the LV III Loan Proceeds were not to be used for the purposes of real estate investments. A copy of the Loan Agreement is attached hereto as **Exhibit "CC"**.

65. Following TSI Holdings Asia Limited's failure to repay the LV III Loan Proceeds in accordance with the Loan Agreement, and an inquiry made through Mr. Hayashi on July 8, 2019 (the "**July 8 Letter**"), and TSI Global K.K.'s responses thereto dated July 22, 2019 and November 16, 2020 (together, the "**TSI Response Letters**"), it became apparent that, despite Kobayashi Kyhodo Co., Ltd.'s direction to the contrary:

(a) the LV III GIC Funds and LV III Loan Proceeds were used to acquire 45 acres of real property comprising the LV III Project;

(b) 10 acres of the LV III Project was subsequently sold to Shogun Maitake Inc. for approximately $1 million (the "**Shogun Sale**");

(c) the proceeds of the Shogun Sale, among other funds, were reallocated, purportedly on my (and not Kobayashi Kyhodo Co., Ltd.'s) behalf, to acquire a 110/1075th undivided beneficial interest in the CGE Project;

(d) the LV III GIC Funds and the LV III Loan Proceeds had been converted into an equity investment in 2533430 Ontario Inc., the owner of the remaining 35 acres of the LV III Project, as evidenced by share certificates issued to K.K. Kobayashi Kyouhou Doh and myself purportedly representing 100% of the issued and outstanding capital of 2533430 Ontario Inc. (together, the "**253 Share Certificates**");

(e) no residual amount of the LV III GIC Funds or LV III Loan Proceeds remained after the reallocation of the proceeds of the Shogun Sale and the equity investment in 2533430 Ontario Inc.;

(f) $700,000 advanced by members of the Kobayashi Group for the purposes of the LV III Project, as discussed above and reflected in the TSI Investment Summary, were reallocated to the TCX Project; and

(g) the LV V GIC Funds were used to acquire, purportedly on behalf of Kobayashi Kyhodo Co., Ltd., a 90/797th undivided beneficial interest in the LV V Project.

66. Unofficial machine-translated copies of the July 8 Letter and the TSI Response Letters are attached hereto as **Exhibits "DD"** and **"EE"**, respectively. A copy of a diagram illustrating the reallocation of the LV III GIC Funds, the LV V GIC Funds and the LV III Loan Proceeds, as provided by TSI Global K.K., is attached hereto as **Exhibit "FF"**.

67. Copies of the 253 Share Certificates are attached hereto as **Exhibit "GG"**. As referenced above, I and K.K. Kobayashi Kyouhou Doh are the only directors of 2533430 Ontario Inc. However, neither I nor K.K. Kobayashi Kyouhou Doh have any record of having consented to being appointed in such (or any) capacity.

68. As reflected in the sub-search of title attached hereto as **Exhibit "HH"** (the "**253 Parcel Register**"), 2533430 Ontario Inc. acquired the LV III Project from London Valley III Inc. for $4,186,000 on September 13, 2016. As of January 22, 2025, 2533430 Ontario Inc. remained the registered owner of the LV III Project.

(viii) **The LV IV Project**

69. The Kobayashi Group invested the aggregate amount of $3.7 million to acquire a 370/512th (approximately 72%) undivided beneficial interest in the LV IV Project pursuant to four Sale Agreements among the applicable member of the Kobayashi Group, as purchaser, London Valley IV Inc., as nominee, and TSI-LV IV International Canada Inc., as vendor (collectively, the "**London Valley IV Sale Agreements**"). Namely:

(a) an agreement of sale and purchase dated November 13, 2013, pursuant to which Hironori Kobayashi purchased a 50/512th undivided beneficial interest in the LV IV Project for $500,000 (plus applicable harmonized sales tax), of which $25,000 was to be paid into a Concept Planning Fund;

(b) an agreement of sale and purchase dated November 13, 2013, pursuant to which Mizue Fukiage purchased a 50/512th undivided beneficial interest in the LV IV Project for $500,000 (plus applicable harmonized sales tax), of which $25,000 was to be paid into a Concept Planning Fund;

(c) an agreement of sale and purchase dated January 10, 2014, pursuant to which Hironori Kobayashi purchased a 135/512th undivided beneficial interest in the LV IV Project for $1,350,000 (plus applicable harmonized sales tax), of which $67,500 was to be paid into a Concept Planning Fund; and

(d) an agreement of sale and purchase dated January 10, 2014, pursuant to which Mizue Fukiage purchased a 135/512th undivided beneficial interest in the LV IV Project for $1,350,000 (plus applicable harmonized sales tax), of which $67,500 was to be paid into a Concept Planning Fund.

70. The London Valley IV Sale Agreements are governed by the laws of Ontario. Copies of the London Valley IV Sale Agreements are attached hereto as **Exhibit "II"**.

71. As reflected in the sub-search of title attached hereto as **Exhibit "JJ"** (the "**LV IV Parcel Register**"), London Valley IV Inc. acquired the LV IV Project on November 15, 2013. As discussed above, the LV IV Project was sold to Titan Lands Inc. at the direction of Mr. Pilehver for a reported purchase price of $2 million on February 5, 2025, in contravention of the First Global Injunction and without the Kobayashi Group's knowledge or necessary consent.

72. To date, the Kobayashi Group has not received any net income or other proceeds from London Valley IV Inc., LV IV Capital Management Inc. or any other party in connection with the LV IV Project.

(ix) **The LV V Project**

73. Members of the Kobayashi Group invested or were caused to invest, as applicable, the aggregate amount of $4.73 million to acquire a 473/797th (approximately 59%) undivided beneficial interest in the LV V Project purportedly pursuant to eleven Sale Agreements among the applicable member of the Kobayashi Group, as purchaser, London Valley V Inc., as nominee, and TSI-LV V International Canada Inc., as vendor (collectively, the "**London Valley V Sale Agreements**"). Namely:

(a) an agreement of sale and purchase dated June 24, 2015, pursuant to which Akiyo Kobayashi purchased a 20/797th undivided beneficial interest in the LV V Project for $200,000 (plus applicable harmonized sales tax), of which $14,000 was to be paid into a Concept Planning Fund;

(b) an agreement of sale and purchase dated June 24, 2015, pursuant to which I purchased a 30/797th undivided beneficial interest in the LV V Project for $300,000 (plus applicable harmonized sales tax), of which $21,000 was to be paid into a Concept Planning Fund;

(c) an agreement of sale and purchase dated June 24, 2015, pursuant to which Yoshiki Fukiage purchased a 30/797th undivided beneficial interest in the LV V Project for $300,000 (plus applicable harmonized sales tax), of which $21,000 was to be paid into a Concept Planning Fund;

(d) an agreement of sale and purchase dated April 15, 2015, pursuant to which Kobayashi Kyohodo Co., Ltd. was caused to purchase a 90/797th undivided beneficial interest in the LV V Project for $900,000 (plus applicable harmonized sales tax), of which $63,000 was to be paid into a Concept Planning Fund;

(e) an agreement of sale and purchase dated March 18, 2015, pursuant to which Toru Fukiage purchased a 14/797th undivided beneficial interest in the LV V Project for $140,000 (plus applicable harmonized sales tax), of which $9,800 was to be paid into a Concept Planning Fund;

(f) an agreement of sale and purchase dated March 18, 2015, pursuant to which Mizue Fukiage purchased a 20/797th undivided beneficial interest in the LV V Project for $200,000 (plus applicable harmonized sales tax), of which $14,000 was to be paid into a Concept Planning Fund;

(g) an agreement of sale and purchase dated March 18, 2015, pursuant to which Hironori Kobayashi purchased a 107/797th undivided beneficial interest in the LV V Project for $1.07 million (plus applicable harmonized sales tax), of which $74,900 was to be paid into a Concept Planning Fund;

(h) an agreement of sale and purchase dated March 18, 2015, pursuant to which I purchased a 77/797th undivided beneficial interest in the LV V Project for $770,000 (plus applicable harmonized sales tax), of which $53,900 was to be paid into a Concept Planning Fund;

(i) an agreement of sale and purchase dated November 15, 2020, pursuant to which Hironori Kobayashi purchased a 41/797th undivided beneficial interest in the LV V Project for $410,000 (plus applicable harmonized sales tax), of which $20,500 was to be paid into a Concept Planning Fund;

(j) an agreement of sale and purchase dated November 15, 2020, pursuant to which Mizue Fukiage purchased a 24/797th undivided beneficial interest in the LV V Project for $240,000 (plus applicable harmonized sales tax), of which $12,000 was to be paid into a Concept Planning Fund; and

(k) an agreement of sale and purchase dated July 27, 2015, pursuant to which Hironori Kobayashi purchased a 20/797th undivided beneficial interest in the LV V Project for $200,000 (plus applicable harmonized sales tax), of which $14,000 was to be paid into a Concept Planning Fund.

74. The London Valley V Sale Agreements are governed by the laws of Ontario. Copies of the London Valley V Sale Agreements are attached hereto as **Exhibit "KK"**. As referenced above, Kobayashi Kyohodo Co., Ltd.'s acquisition of a 90/797th undivided beneficial interest in the LV V Project for $900,000 was funded using the LV V GIC Funds, with no adequate or credible explanation for same being provided to Kobayashi Kyohodo Co., Ltd. or its affiliate that advanced a portion of such funds.

75. As reflected in the sub-search of title attached hereto as **Exhibit "LL"** (the "**LV V Parcel Register**"), London Valley V Inc. (then as 2410433 Ontario Inc.) acquired the LV V Project on April 7, 2015. As of February 21, 2025, London Valley V Inc. remained the registered owner of the LV V Project, as nominee and bare trustee for the Co-Owners thereof.

76. To date, the Kobayashi Group has not received any net income or other proceeds from London Valley V Inc., LV V Capital Management Inc. or any other party in connection with the LV V Project.

(x) **The FEH Project**

77. The Kobayashi Group invested the aggregate amount of $500,000 to acquire a 50/590th (approximately 8%) undivided beneficial interest in the FEH Project pursuant to four Sale Agreements among the applicable member of the Kobayashi Group, as purchaser, Fort Erie Hills Inc., as nominee, and Fort Erie Hills International Canada Inc., as vendor (collectively, the "**Fort Erie Sale Agreements**"). Namely:

(a) an agreement of sale and purchase dated March 18, 2015, pursuant to which I purchased a 12/590th undivided beneficial interest in the FEH Project for $120,000

(plus applicable harmonized sales tax), of which $6,000 was to be paid into a Concept Planning Fund;

(b) an agreement of sale and purchase dated March 18, 2015, pursuant to which Hironori Kobayashi purchased a 13/590th undivided beneficial interest in the FEH Project for $130,000 (plus applicable harmonized sales tax), of which $6,500 was to be paid into a Concept Planning Fund;

(c) an agreement of sale and purchase dated March 18, 2015, pursuant to which Mizue Fukiage purchased a 12/590th undivided beneficial interest in the FEH Project for $120,000 (plus applicable harmonized sales tax), of which $6,000 was to be paid into a Concept Planning Fund; and

(d) an agreement of sale and purchase dated November 15, 2020, pursuant to which Mizue Fukiage purchased a 13/590th undivided beneficial interest in the FEH Project for $130,000 (plus applicable harmonized sales tax), of which $6,500 was to be paid into a Concept Planning Fund.

78. The Fort Erie Sale Agreements are governed by the laws of Ontario. Copies of the Fort Erie Sale Agreements are attached hereto as **Exhibit "MM"**.

79. As reflected in the sub-search of title attached hereto as **Exhibit "NN"** (the "**FEH Parcel Register**"), Fort Erie Hills Inc. acquired the FEH Project on August 29, 2014. Fort Erie Hills Inc. ceased to be the registered owner of the FEH Project as of November 1, 2021, at which time it was transferred to CBJ – Fort Erie Hills Inc.

80. To date, the Kobayashi Group has not received any net income or other proceeds from Fort Erie Hills Inc., Fort Erie Hills Capital Management Inc. or any other party in connection with the FEH Project.

D. The Co-Owners Agreements

81. Each of the Sale Agreements required the delivery of a Co-Owners Agreement executed by the applicable Co-Owner. Accordingly:

(a) I, as purchaser, was caused to enter – with my signature seemingly having been forged – into a co-owners agreement dated September 25, 2015, with Clearview Garden Estates Inc., as nominee, TSI-CGE International Canada Inc., as vendor, CGE Capital Management Inc., as operator, and the other Co-Owners party thereto from time to time;

(b) Mizue Fukiage and Hironori Kobayashi, as purchasers, entered or were caused to enter into (with their respective signatures seemingly having been forged), as applicable, two separate co-owners agreements dated November 10, 2016 with Talbot Crossing Inc., as nominee, TGP-Talbot Crossing Inc., as operator, and the other Co-Owners party thereto from time to time (together, the "**Talbot Crossing Co-Owners Agreements**");

(c) Hironori Kobayashi and myself entered into two separate co-owners agreements dated March 2, 2011 with Niagara Estates of Chippawa II Inc., as nominee, TSI-NEC II International Canada Inc., as vendor, NEC II Capital Management Inc., as operator, and the other Co-Owners party thereto from time to time;

(d) Hironori Kobayashi and myself entered into two separate co-owners agreements dated November 9, 2011 with London Valley Inc., as nominee, TSI-LV International Canada Inc., as vendor, LV Capital Management Inc., as operator, and the other Co-Owners party thereto from time to time;

(e) Mizue Fukiage, Hironori Kobayashi and Toru Fukiage entered into three separate co-owners agreements dated August 30, 2012 with London Valley II Inc., as nominee, TSI-LV II International Canada Inc., as vendor, LV II Capital Management Inc., as operator, and the other Co-Owners party thereto from time to time;

(f) Mizue Fukiage, Hironori Kobayashi and myself entered into three separate co-owners agreements dated May 24, 2012 with London Valley III Inc., as nominee, TSI-LV III International Canada Inc., as vendor, LV III Capital Management Inc., as operator, and the other Co-Owners party thereto from time to time;

(g) Hironori Kobayashi and Mizue Fukiage entered into two separate co-owners agreements dated November 15, 2023 with London Valley IV Inc., as nominee, TSI-LV IV International Canada Inc., as vendor, LV IV Capital Management Inc., as operator, and the other Co-Owners party thereto from time to time;

(h) Akiyo Kobayashi, Yoshiki Fukiage, Kobayashi Kyohodo Co., Ltd., Toru Fukiage, Mizue Fukiage, Hironori Kobayashi and myself entered or were caused to enter into, as applicable, seven separate co-owners agreements dated January 30, 2015 with London Valley V Inc., as nominee, TSI-LV V International Canada Inc., as

vendor, LV V Capital Management Inc., as operator, and the other Co-Owners party thereto from time to time; and

(i) Hironori Kobayashi, Mizue Fukiage and myself entered into three separate co-owners agreements dated August 29, 2014 with Fort Erie Hills Inc., as nominee, Fort Erie Hills International Canada Inc., as vendor, Fort Erie Hills Capital Management Inc., as operator, and the other Co-Owners party thereto from time to time, which are appended to the applicable Fort Erie Sale Agreements.

82. The Co-Owners Agreements are governed by the laws of Ontario. Subject to certain limited exceptions, copies of the Co-Owners Agreements are appended to the applicable Sale Agreements.

83. With the exception of the Talbot Crossing Co-Owners Agreements, the Co-Owners Agreements contemplate the delivery of a separate declaration of trust to each applicable Co-Owner, wherein the applicable Nominee Respondent would declare that it holds title to the applicable Land Banking Project as nominee and bare trustee for and on behalf of such Co-Owner to the extent of such Co-Owner's interest (collectively, the "**Trust Declarations**"). Copies of the Trust Declarations are appended to each of the applicable Co-Owners Agreements.

84. The Talbot Crossing Co-Owners Agreements required the provision of a separate certificate of interest to each applicable Co-Owner, wherein Talbot Crossing Inc. would acknowledge that it holds title to the TCX Project as nominee and bare trustee for and on behalf of such Co-Owner to the extent of such Co-Owner's interest (collectively, the "**Trust Certificates**"). Copies of the Trust Certificates are appended to each of the Talbot Crossing Co-Owners Agreements.

85. Pursuant to the Co-Owners Agreements, the Co-Owners of each Land Banking Project appointed the applicable Operator Respondent as operator and manager of such Land Baking Project. In such capacity, the applicable Operator Respondent agreed to undertake such planning activities as it may determine are required to rezone the relevant Land Banking Project to such use or uses as it determines, and to carry out such activities in good faith and in the best interests of the applicable Co-Owners.

86. Subject to the matters requiring an ordinary resolution or special resolution, the Co-Owners Agreements confer both general and specific powers and authority upon each applicable Operator Respondent. The former include the power and authority to administer, manage, control, operate, finance, refinance, develop, lease, grant easements and other rights in, under and over, the relevant Land Banking Project, and to do any act, take any proceeding, make any decision and execute and deliver any instrument, deed, agreement, affidavit or document necessary for or incidental to any of the foregoing, for and on behalf and in the name of the applicable Co-Owners. The latter include the power and authority to:

(a) execute, deliver and carry out all other agreements which require execution by or on behalf of the Co-Owners with respect to the applicable Land Banking Project;

(b) enter into lease and/or tenancy agreements in respect of the applicable Land Banking Project or any part thereof and to collect all rentals and other income therefrom, if any;

(c) pay all taxes, fees and other expenses relating to the orderly maintenance and management of the Land Banking Project out of the relevant Concept Planning Fund;

(d) commence or defend on behalf of the applicable Co-Owners, Nominee Respondent or itself, any and all actions and other proceedings pertaining to the applicable Land Banking Project or to the Co-Owners thereof; and

(e) to distribute the net income, as determined in accordance with the applicable Co-Owners Agreements, from the ownership, operation, use, financing, refinancing, and/or sale of the relevant Land Banking Project (if any) to each Co-Owner thereof, proportionate to its respective interest.

87. Importantly, each of the Co-Owners Agreements prohibit the applicable Operator Respondent from exercising certain powers absent a written resolution from the Co-Owners holding, in aggregate, not less than 51% of the interests in the relevant Land Banking Project. These include approving the sale or exchange of all or any part of, or a plan to develop, the applicable Land Banking Project. Relatedly, each of the Co-Owners Agreements requires the relevant Operator Respondent to present any offer to purchase the applicable Land Banking Project that it deems acceptable to all of the Co-Owners for consideration.

E. The Respondents' Creditors

88. Copies of the results of searches conducted against the Respondents under the *Personal Property Security Act*, R.S.O. 1990, c. P.10 effective as of February 20, 2025, as applicable, are collectively attached hereto as **Exhibit "OO"** (the "**PPSA Search Results**"). The PPSA Search Results disclose a single registration against Niagara Estates of Chippawa II Inc. in favour of 222.

89. As indicated within the CGE Parcel Registers, TCX Parcel Register, NEC Parcel Register, LV Parcel Register, the LV II Parcel Register, the 253 Parcel Register, the LV V Parcel Register and the FEH Parcel Register, various registrations have been made against the Real Property.

These include the blanket mortgage registration made by the Salvatore Numbered Co. against the TCX Project and the LV V Project.

90. The Applicants are not aware of whether the Respondents have any other creditors or alleged creditors beyond those creditors identified above or are subject to any claims other than the contingent claims asserted in the Agagnier Statement of Claim. However, the Applicants note that the Titan Shield SPA refers to obligations of certain of the Respondents that were to be assumed by First Global, including unpaid corporate income and property taxes. As at the date of this affidavit, such obligations may remain unpaid.

III. CONCERNING EVENTS NECESSITATING THIS APPLICATION

A. The Kobayashi Group's Initial Concerns with Respect to its Investments

91. The misappropriation and investment of certain of the Applicants' monies in the LV III Project and TCX Project described above prompted the Applicants to contact Mr. Hoffner, through their counsel, Bennett Jones, in the Spring of 2021 to obtain additional information. The Kobayashi Group's outreach in this regard culminated in a call with Mr. Hoffner on July 26, 2021, during which Mr. Hoffner:

(a) explained that he oversaw the operation and management of the Land Banking Projects in Canada and had assumed this role after the death of former management, Daniel Lane;

(b) advised that since assuming his role with TGP, no additional real property had been acquired in Canada;

(c) noted that he was uncertain about the future growth of the Land Banking Projects given that, in his opinion, the prospect for development on the Real Property was uncertain;

(d) indicated that he had made no personal investments in any of the Land Banking Projects and only received a small sum from the applicable Concept Planning Funds for managing the Land Banking Projects;

(e) undertook to provide the Investment Summary to the Kobayashi Group, together with copies of each of the Sale Agreements in his possession to which a member of the Kobayashi Group was party;

(f) highlighted that both the CGE Project and the FEH Project were subject to proposed sale transactions, the former of which would result in a distribution to the applicable Co-Owners; and

(g) agreed to provide additional information concerning the sale of the CGE Project, the FEH Project as well as details concerning the LV III Project.

92. As agreed upon, Mr. Hoffner later provided additional information and documentation to the Kobayashi Group regarding the CGE Project, the FEH Project and the LV III Project (collectively, the "**Hoffner Documents**").

B. Proceedings Commenced in Japan in Connection with the Land Banking Projects

93. On August 18, 2021, Kobayashi Kyohodo Co., Ltd. commenced a civil proceeding in the Tokyo District Court in connection with the LV III Project and the LV V Project (the "**Tokyo Proceeding**").

94. The Tokyo Proceeding was commenced by Kobayashi Kyohodo Inc. against TGP, TSI International Group K.K., TSI Global K.K., TSI Global Limited, Trans Global Partners Limited, TSI Holdings Asia Limited, TSI International Group Inc., 2533430 Ontario Inc. (a corporation incorporated under the OBCA of which Mr. Hoffner is a director), Hiroyuki Kawashima and Mr. Shields. Principally, the action consists of two claims, one of which concerns the defendants' use of Kobayashi Kyohodo Co., Ltd.'s monies equivalent to $4,950,000 to fund the purchase of 45 acres in the LV III Project without its consent and seeks the return of such monies. The second claim seeks the return of $500,000 which was invested into the LV V Project without an adequate or credible explanation being provided to Kobayashi Kyohodo Co., Ltd.

95. As they failed to dispute the action, the Tokyo District Court rendered a judgement against each of TSI Holdings Asia Limited, 2533430 Ontario Inc. and TSI International Group Inc. for the two claims in the Tokyo Proceeding on November 25, 2022 (the "**Tokyo Judgement**"). An unofficial machine-translated copy of the Tokyo Judgment is attached hereto as **Exhibit "PP"**.

96. I and Mizue Fukiage also commenced civil proceedings in the Osaka District Court on July 22, 2022, against Mr. Hayashi, Global-I K.K., TSI International Group K.K., TSI Global K.K., TSI Global Limited, TGP, Hiroyuki Kawashima and Mr. Shields in connection with the TCX Project and the CGE Project (the "**Osaka Proceedings**").

97. As at the date of this affidavit, the Tokyo Proceedings and the Osaka Proceedings remain ongoing (together, the "**Japan Proceedings**").

C. The Dissipation and Loss of Certain of the Land Banking Projects

98. Shortly following the commencement of the Tokyo Proceedings and unbeknownst to the Applicants at the relevant times, the Respondents caused the CGE Project and the FEH Project to

be transferred without providing adequate advance notice of, or making distributions to, the Kobayashi Group. Each such transfer is discussed below.

(i) **The Sale of the CGE Project in October 2021**

99. The Hoffner Documents included a letter outlining a proposed sale to Stayner Land Development Corporation that was contemplated to be completed in early 2021 (the "**Clearview Proposal**"). Copies of the Clearview Proposal and the corresponding notice of an extraordinary general meeting of the Co-Owners dated January 15, 2021 are attached hereto as **Exhibits "QQ"** and **"RR"**, respectively.

100. Among other things, the Clearview Proposal:

(a) contained an offer price for the proposed sale of $14.55 million to be paid in two installments, with 64% of the purchase price to be paid upon obtaining development approval and the remainder to be paid in March 2024;

(b) described the CGE Project as consisting of 1075 units worth the equivalent of $10.75 million;

(c) indicated that the gross revenue per unit held by each of the applicable Co-Owners, should the proposed sale be consummated, would be approximately $13,534, excluding applicable taxes and expenses;

(d) provided a remittance schedule for the applicable Co-Owners that contemplated distributions being made in the Summer of 2023 and March 2024;

(e) set out a projected timeline for completion of the proposed sale to Stayner Development Corporation; and

(f) advised that the Clearview Proposal required the approval of the Co-Owners holding equal to or more than 51% of the interests in the CGE Project to proceed.

101. The Clearview Proposal did not advise, as is made clear by its corporate profile report attached hereto as **Exhibit "SS"**, that Mr. Hoffner and Mr. Shields are the directors of Stayner Land Development Corporation.

102. Based on the Hoffner Documents, an update dated March 2021 regarding each of the Land Banking Projects was provided to the applicable Co-Owners (the "**Project Update**"). The Project Update noted that a sale of the CGE Project was approved by the applicable Co-Owners holding 67% of the interests therein and that TGP was in contractual negotiations to close the sale with the purchaser. The identity of the purchaser was not disclosed in the Project Update. A copy of the Project Update is attached hereto as **Exhibit "TT"**.

103. As referenced above, the CGE Project was ultimately sold to CBJ – Clearview Garden Estates Inc. (and not Stayner Land Development Corporation as set out in the Clearview Proposal) on October 8, 2021. According to its corporate profile report attached hereto as **Exhibit "UU"**, CBJ – Clearview Garden Estates Inc. is a corporation incorporated pursuant to the OBCA of which Messrs. Agagnier and Burrell are directors.

104. CBJ – Clearview Garden Estates Inc. acquired the CGE Project for a reported purchase price of $15 million. $13,001,142 of such purchase price was paid by way of the subordinated Clearview VTB Charge. On the date of its acquisition, CBJ – Clearview Garden Estates Inc. caused

a $6 million priority mortgage/charge to be registered against the CGE Project as instrument number SC1832938 in favour of 118 (the "**118 Charge**"), which was guaranteed by, among others, Messrs. Agagnier, Burrell and Romeo. The Kobayashi Group did not receive adequate advance notice of the sale of the CGE Project to CBJ – Clearview Garden Estates Inc. or any proceeds of the purchase price. Copies of the Clearview VTB Charge and the 118 Charge are attached hereto as **Exhibits "VV"** and **"WW"**, respectively.

105. On January 26, 2024, 118 obtained the CBJ – CGE Receivership Order appointing TDB Restructuring as the CBJ – CGE Receiver of all of the CBJ – CGE Property. Following the commencement of the receivership proceedings (the "**CBJ – CGE Receivership Proceedings**"), Clearview Garden Estates Inc. transferred the Clearview VTB Charge to First Global for $2.00, which transfer was registered as instrument number SC2049499 (the "**Clearview VTB Transfer**"). The Kobayashi Group did not receive any proceeds from the Clearview VTB Charge or advance notice of the Clearview VTB Transfer or the CBJ – CGE Receivership Proceedings. Copies of the CBJ – CGE Receivership Order and Clearview VTB Transfer are attached hereto as **Exhibits "XX"** and **"YY"**, respectively.

106. According to the endorsements of the Honourable Justice Kimmel dated May 29, 2024, and October 7, 2024, and the endorsement of the Honourable Justice Black dated October 23, 2024 issued in the CBJ – CGE Receivership Proceedings (collectively, the "**CBJ – CGE Endorsements**"):

(a) on May 29, 2024, the CBJ – CGE Receiver sought approval of the sale of certain of the CBJ – CGE Property to Toronto Capital (Stayner) Corp. and Toronto Capital (Stayner II) Corp., for a purchase price consisting of cash to be used to repay the

undisputed indebtedness to 118, and a vendor take-back mortgage in favour of First Global (the "**Initial Sale Proposal**");

(b) when the Initial Sale Proposal failed to close, the CBJ – CGE Receiver entered into an asset purchase agreement with 118, which contemplated 118's acquisition of the CBJ – CGE Property by way of a credit bid (the "**118 Sale Proposal**");

(c) at the request of First Global, the Honourable Justice Kimmel adjourned the CBJ – CGE Receiver's motion for approval of the 118 Proposal on October 7, 2024; and

(d) on October 23, 2024, the Honourable Justice Black denied TGP Management's request for an adjournment of the CBJ – CGE Receiver's motion for approval of the 118 Proposal, the basis for which His Honour characterized as emanating from concerns with First Global, and granted an approval and vesting order, among other things, approving the 118 Proposal.

107. The CBJ – CGE Endorsements do not suggest that any party appropriately apprised this Court of the circumstances surrounding the transfer of the CGE – CGE Project to CBJ – Clearview Garden Estates Inc., the Clearview VTB Transfer for nominal consideration or the Co-Owners' interests in the CGE – CGE Project or the Clearview VTB Charge and the proceeds thereof. The Deficient July 31 Letter nonetheless suggests the "court, the trustee, the CB" bondholders and TGP Group have been in discussions". Copies of the CBJ – CGE Endorsements are attached hereto as **Exhibit "ZZ"**.

(ii) **The Sale of the FEH Project in November 2021**

108. The Hoffner Documents included a notice of an extraordinary meeting of the Co-Owners dated June 20, 2018 (the "**Fort Erie Notice**"), which set out the details of a proposed sale of the FEH Project to GTA Land Development Inc. A copy of the Fort Erie Notice is attached hereto as **Exhibit "AAA"**.

109. Among other things, the Fort Erie Notice:

(a) indicated that the proposed purchase price for the FEH Project was $9 million; and

(b) advised that the proposed sale required the approval of the Co-Owners holding equal to or more than 51% of the interests in the FEH Project to proceed.

110. The Project Update indicated that the FEH Project was sold. The identity of the purchaser of the FEH Project was not provided in the Project Update.

111. As referenced above, the FEH Project was ultimately sold to CBJ – Fort Erie Hills Inc. (and not GTA Land Development Inc. as indicated in the Fort Erie Notice) on November 1, 2021. According to its corporate profile report attached hereto as **Exhibit "BBB"**, CBJ – Fort Erie Hills Inc. is a corporation incorporated pursuant to the OBCA of which Mr. Salvatore and Ms. Salvatore are currently directors and officers and Mr. Burrell was previously a director.

112. CBJ – Fort Erie Hills Inc. acquired the FEH Project for a reported purchase price of $15.95 million. $13,152,383.87 of the purchase price was paid by way of the FEH VTB Charge. According to the Agagnier Statement of Claim:

(a) the purchase price also included an assumption of the then existing first mortgage/charge in favour of 270 in the amount of $600,000, which had originally been registered against the FEH Project as instrument number SN662609 on February 23, 2021 in the amount of $1.2 million and had been guaranteed by CBJ Developments Inc., and Messrs. Agagnier, Burrell and Romeo, among others (the "**First 270 Charge**");

(b) a portion of the purchase price was paid by way of a $1,053,000 loan from Mr. Burrell, as trustee for the Burrell Family Trust, which loan was secured by a mortgage/charge registered against the FEH Project as instrument number SN698784 (the "**Burrell Charge**");

(c) a portion of the purchase price was paid by way of a $621,000 loan from Mr. Romeo, as trustee for the Romeo Family Trust, which loan was secured by a mortgage/charge registered against the FEH Project as instrument number SN698785 (the "**Romeo Charge**"); and

(d) a portion of the purchase price was paid by way of equity in the capital of CBJ Developments Inc.

113. Copies of the FEH VTB Charge, the Agagnier Statement of Claim, the First 270 Charge, the Burrell Charge and the Romeo Charge are attached hereto as **Exhibits "CCC" – "GGG"**, respectively. The Kobayashi Group did not receive adequate advance notice of the sale of the FEH Project to CBJ – Fort Erie Hills Inc., including payment of most of the purchase price by way of a vendor take-back mortgage, or any proceeds of the purchase price.

114. On February 25, 2022, a mortgage/charge in favour of 270 in the amount of $2.5 million was registered against the FEH Project as instrument number SN714863 (the "**Second 270 Charge**"). At that time, each of the FEH VTB Charge, the Burrell Charge and the Romeo Charge were subordinated to the Second 270 Charge pursuant to postponements registered as instrument numbers SN714866, SN714864 and SN714865, respectively (collectively, the "**FEH Postponements**"). As reflected in the transfer registered as instrument number SN732415 (the "**270 Transfer Instrument**"), the Second 270 Charge was transferred to 222 on June 29, 2022 for $2.00. Copies of the Second 270 Charge, the FEH Postponements and the 270 Transfer Instrument are attached hereto as **Exhibits "HHH" – "JJJ"**, respectively.

115. In addition to the Second 270 Charge, the FEH VTB Charge, the Burrell Charge and the Romeo Charge, the Agagnier Statement of Claim asserts that CBJ – Fort Erie Hills Inc. obtained financing from Niagara Estates of Chippawa II Inc. in the amount of $5.25 million. A portion of such funding was, according to the Agagnier Statement of Claim, used to fund the development of the FEH Project. The Kobayashi Group did not receive notice of Niagara Estates of Chippawa II Inc.'s purported provision of approximately $5.25 million in financing to CBJ – Fort Erie Hills Inc.

116. The Second 270 Charge, the FEH VTB Charge, the Burrell Charge and the Romeo Charge and the mortgages/charges in favour of Messrs. Burrell and Romeo were ultimately discharged on October 25, 2023. On that same date, a mortgage/charge in the amount of $8 million in favour of Hillmount was registered against the Fort Erie Hills Project. The Kobayashi Group did not receive any proceeds in connection with the discharge of the FEH VTB Charge.

117. Notably, the Agagnier Statement of Claim asserts that the following occurred in connection with or shortly after CBJ – Fort Erie Hills Inc.'s receipt of financing from Hillmount:

(a) a payout of the Second 270 Charge was negotiated, in exchange for Niagara Estates of Chippawa II Inc. agreeing to advance a new $5.25 million loan to CBJ – Fort Erie Hills Inc., plus an additional $330,000 loan arranged by Messrs. Burrell and Hoffner to be secured on other lands;

(b) an amended and restated loan agreement dated November 17, 2023 (the "**Amended and Restated Loan Agreement**"), among CBJ Developments Inc., as borrower, and 270, Fort Erie Hills Inc. and Niagara Estates of Chippawa II Inc., as lenders, was executed;

(c) a forbearance and standstill agreement effective October 23, 2023 (the "**Forbearance Agreement**"), between Fort Erie Hills Inc. and CBJ – Fort Erie Hills Inc. was executed, pursuant to which CBJ – Fort Erie Hills Inc. agreed to, among other things, make a payment of $1.2 million to Fort Erie Hills Inc. from the proceeds of Hillmount's financing, pay $4.7 million to Fort Erie Hills Inc. on December 31, 2023, and pay the balance remaining under the FEH VTB Charge on or before February 28, 2024;

(d) a share pledge agreement among Messrs. Agagnier and Burrell, CBJ – Fort Erie Hills Inc., Niagara Estates of Chippawa II Inc., the Burrell Family Trust, the Romeo Family Trust and Ron Burrell was executed (the "**CBJ – FEH Share Pledge Agreement**"), pursuant to which Messrs. Agagnier and Burrell pledged their shares in the capital of CBJ – Fort Erie Hills Inc. to Fort Erie Hills Inc. as security for the payment of all amounts due to Fort Erie Hills Inc.;

(e) unlimited personal guarantees from Messrs. Agagnier and Burrell were provided in respect of all of the indebtedness under the Amended and Restated Loan Agreement and Forbearance Agreement, together with a consent to judgement in the event such indebtedness was not repaid by February 28, 2024 (the "**Consent to Judgement**"); and

(f) the Second 270 Charge, the Burrell Charge and the Romeo Charge were repaid in full.

118. According to the Agagnier Statement of Claim, CBJ Developments Inc. and CBJ – Fort Erie Hills Inc. defaulted on their respective repayment obligations under the Amended and Restated Loan Agreement and Forbearance Agreement, as allegedly planned among Joseph Bressi, Ms. Salvatore, and Messrs. Burrell, Hoffner, Romeo, and Salvatore. That is, the Agagnier Statement of Claim asserts that Joseph Bressi, Ms. Salvatore, and Messrs. Burrell, Hoffner, Romeo, and Salvatore conspired to strip Mr. Agagnier of any interest in the FEH Project and convey the FEH Project and/or the shares in the capital of CBJ – Fort Erie Hills Inc. to Ms. Salvatore and Mr. Salvatore, John Doe or XYZ Corp. at a price substantially below market value, using the Amended and Restated Loan Agreement, the Forbearance Agreement, the CBJ – FEH Share Pledge Agreement and the Consent to Judgement.

119. Ms. Salvatore and Mr. Salvatore ultimately became the directors and officers of CBJ – Fort Erie Hills Inc. effective May 17, 2024. Four days after the date of its incorporation, the Salvatore Numbered Co. registered a mortgage/charge in the amount of $49 million against the FEH Project.

120. On December 19, 2024, Hillmount obtained the CBJ – FEH Receivership Order appointing TDB Restructuring the CBJ – FEH Receiver of the CBJ – FEH Property. A copy of the CBJ – FEH Receivership Order is attached hereto as **Exhibit "KKK"**.

121. The Kobayashi Group did not receive notice of Niagara Estates of Chippawa II Inc.'s purported provision of a further $5.25 million in unsecured financing to CBJ – Fort Erie Hills Inc., the Amended and Restated Loan Agreement, the Forbearance Agreement, the CBJ – FEH Share Pledge Agreement, the Consent to Judgement, any enforcement steps taken by or on behalf of Fort Erie Hills Inc., the Agagnier Statement of Claim or the CBJ – FEH Receivership Order. Further, the Kobayashi Group has not received any proceeds from enforcement steps taken by or on behalf of Fort Erie Hills Inc.

D. The November 4 Letter

122. The November 4 Letter raised, in many instances for the first time, numerous alleged breaches of the Co-Owners Agreements and the failure of First Global to satisfy obligations it undertook in connection with the Titan Shield Acquisition. Among other things, the November 4 Letter indicated that:

(a) following a "Share Transfer Agreement of June 4, 2024, between Trans Global Partners (TGP) and First Global Financial Corporation (FGFC), as of July 1, 2024, we at Paybank Financial (PFI) assumed control over TGP Canada Management Inc.";

(b) First Global "led by Elena Salvatore, failed to fulfill a critical payment of CAD 10,000,000.00 to Mr. Shields and Mr. Hoffner";

(c) First Global's failure to meet its payment obligations "combined with unauthorized actions, has placed your investments at immediate risk";

(d) First Global arranged for the sale of the LV II Project, LV IV Project, LV V Project and the TCX Project, in each case, to "Farhi Farming" absent the consent of the applicable Co-Owners;

(e) one or more mortgages/charges registered against the NEC Project were "past due" and that First Global, Ms. Salvatore, and Messrs. Salvatore, Hoffner and Shields had failed to protect the interests of the applicable Co-Owners;

(f) the mortgage/charge registered against the FEH Project by Hillmount was "over due" and notices of sale had been issued;

(g) the CGE Project had been sold "under power of [sale] to the creditor"; and

(h) "[r]ecent findings reveal serious regulatory breaches by Trans Global Partners Limited (TGP) under the Ontario Securities Commission (OSC) and Financial Services Regulatory Authority (FSRA) guidelines", including the failure to register as a securities dealer or investment fund manager and breaches of prospectus requirements.

123. Following receipt of the November 4 Letter, the Kobayashi Group's counsel contacted Mr. Pilehver's former counsel, Gowling WLG (Canada) LLP ("**Gowlings**"). Gowlings subsequently apprised the Kobayashi Group's counsel of the Hamilton Proceedings and provided copies of the materials that had been filed therein.

124. By letter dated November 18, 2024 (the "**November 18 Letter**"), the Applicants' counsel advised Gowlings of:

(a) the Kobayashi Group's investments in the Land Banking Projects, including its approximately $14 million aggregate investment in the TCX Project, the LV II Project and the LV V Project subject to the Outstanding APSs;

(b) the Kobayashi Group's concerns regarding the Outstanding APSs and the proposed distribution of the proceeds of sale thereunder to the Hamilton Applicants, none of which, to the Kobayashi Group's knowledge, have a legitimate interest in such proceeds that would rank in priority to that of the Kobayashi Group's; and

(c) the Japan Proceedings.

125. A copy of the November 18 Letter is attached as Exhibit "BB" to the Pilehver Affidavit.

E. The Share Purchase Agreements and Ensuing Hamilton Proceedings

126. The Hamilton Proceedings were commenced by the Hamilton Applicants following several alleged defaults under the Promissory Notes issued in connection with the Share Purchase Agreements. Copies of the Share Purchase Agreements and the Promissory Notes are attached as Exhibits "008", "009", "011" and "013" and Exhibits "010", "012" and "014" to the Hoffner Affidavit, respectively.

127. Based on my review of the Hoffner Affidavit, the Share Purchase Agreements consist of the following:

(a) the Titan Shield SPA pursuant to which First Global would acquire all of the shares in the capital of Titan Shield Inc. for a purchase price of $10,000;

(b) the TGP Management SPA pursuant to which Paybank would acquire all of the shares in the capital of TGP Management for a purchase price of $10,000;

(c) a share purchase agreement dated June 4, 2024 (the "**TGP Property SPA**"), among Ms. Hoffner, as vendor, First Global, as purchaser, and TGP Property Management Inc., pursuant to which First Global would acquire all of the shares in the capital of TGP Management for a purchase price of $1.5 million payable by way of a promissory note due on or before June 11, 2024; and

(d) a share purchase agreement dated June 4, 2024, among Mr. Hoffner, as vendor, First Global, as purchaser, and 1837732 Ontario Limited, pursuant to which First Global would acquire all of the shares in the capital of 1837732 Ontario Limited for a purchase price of $1.5 million payable by way of a promissory note due on or before August 3, 2024.

128. While not contemplated as a portion of the purchase price under the Titan Shield SPA or the TGP Management SPA, First Global also issued a promissory note on June 4, 2024 in favour of TGP in the principal amount of $7 million, which was due on August 3, 2024 (the "**TGP Promissory Note**"). Pursuant to the TGP Promissory Note, First Global was required to provide a collateral charge in the amount of $7 million against a property located at 11720 Highway 27, Vaughan, Ontario and a share pledge agreement pledging all of the issued and outstanding shares in Titan Shield Inc. and TGP Management to TGP as security for the payment and performance of its obligations under the TGP Promissory Note.

129. The TGP Management SPA and the Titan Shield SPA, as applicable, included the following notable obligations:

(a) First Global agreed to pay approximately $100,000 in legal costs to SimpsonWigle within seven days of closing the Titan Shield Acquisition under the Titan Shield SPA;

(a) First Global and Paybank agreed to comply with and assume "existing investor/ownership agreements in place involving approximately three thousand (3,000) investors" under the Titan Shield SPA and TGP Management SPA, respectively;

(a) First Global and Paybank agreed to comply with the "investors' vote with respect to the receivership properties involving: Bridle Park II Inc., Bridle Park Inc., Clearview Park Inc., and Clearview Garden Estates Inc." under the Titan Shield SPA and TGP Management SPA, respectively;

(a) First Global and Paybank agreed to coordinate with TGP to "attend to the settlement and conclusion of an existing lawsuit put forth by one investor in Japan and in which such suit has a value of approximately $20,000,000" under the Titan Shield SPA and TGP Management SPA, respectively; and

(a) Paybank agreed to guarantee the payment of "$100,000,000.00 CDN to the existing approximate 3,000 investors to be paid throughout and during the 36-month period subsequent to Closing" under the TGP Management SPA, the form of which

guarantee is attached as Exhibit "Y" to the Pilehver Affidavit (the "**Paybank Guarantee**").

130. According to the Hoffner Affidavit, the purchase price and legal fees contemplated under the Titan Shield SPA, and the principal amount due under the Promissory Notes were not paid. Accordingly, SimpsonWigle delivered a notice of default dated July 5, 2024 to First Global (the "**Notice of Default**"). Thereafter, as described in the Hoffner Affidavit, SimpsonWigle issued a notice of sale under charge/mortgage dated July 16, 2024 (the "**Notice of Sale**") and notice pursuant to subsection 63(4) of the *Personal Property Security Act*, R.S.O. 1990, c. P. 10, dated September 9, 2024 (the "**PPSA Foreclosure Notice**") to First Global. Copies of the Notice of Default, Notice of Sale and PPSA Foreclosure Notice (collectively, the "**Notices**") are attached to the Hoffner Affidavit as Exhibits "21", "22" and "24", respectively.

131. Despite the issuance of the Notices and their failure to pay the purchase price and legal fees contemplated under the Titan Shield SPA and the principal amounts due under the Promissory Notes, the Hoffner Affidavit asserts that the Hamilton Respondents took action to monetize, dissipate and/or encumber the assets acquired pursuant to the Share Purchase Agreements while failing to satisfy their assumed obligations. According to the Hoffner Affidavit, this included, among other things:

(a) commencing a "fire sale of certain real properties", including by:

(i) entering into the Outstanding APSs attached to the Hoffner Affidavit as Exhibits "28" – "30", which contemplate purchase prices of approximately $3.7 million, $3.3 million 6172 and $3 million Wonderland for the TCX Project, the LV II Project and the LV V Project, respectively; and

(ii) listing the NEC Project, the LV Project, the LV IV Project and the FEH Project on MLS for sale (and subsequently removing such listings);

(b) assigning "receivables which are properly directed to certain Subsidiary Companies" to companies owned by the Hamilton Respondents;

(c) failing to comply with their assumed obligations, including by permitting Niagara Estates of Chippawa Inc. to remain in default under the mortgage/charge registered by 222 despite having received a notice of sale (ultimately resulting in the Foreclosure Order); and

(d) encumbering "real properties owned by the Subsidiary Companies" to prohibit the Hamilton Applicants from enforcing their security, including by registering cautions against the TCX Project, the NEC Project and the LV V Project.

132. The Hoffner Affidavit characterizes the foregoing conduct as being in furtherance of a "fraudulent scheme" perpetrated by the Hamilton Respondents.

133. Relying on the Hoffner Affidavit, the Hamilton Applicants commenced the Hamilton Proceedings by Notice of Application on October 18, 2024. Shortly thereafter, the Salvatore Numbered Co. registered a $110 million blanket mortgage/charge against title to the LV V Project and the TCX Project and a $49 million mortgage/charge against title to the FEH Project (collectively, the "**Salvatore Mortgages**"). The Salvatore Mortgages are grossly disproportionate to the estimated values of the Land Banking Projects set out in the assessments obtained from the Municipal Property Assessment Corporation on December 9, 2024 (the "**MPAC Reports**"), which range between $1-3 million, and appear to have been registered in furtherance of the Hamilton

Respondents' allegedly fraudulent scheme. Copies of the MPAC Reports are attached hereto as **Exhibit "LLL"**.

134. On October 31, 2024, the Honourable Justice MacNeil granted the First Global Injunction, approving the Outstanding APSs, directing that any sale proceeds arising from the Outstanding APSs be held in trust by SimpsonWigle, and adjourning the hearing of the application to November 19, 2024. Remarkably, the Hamilton Applicants did not oppose the Outstanding APSs' approval, provided the proceeds arising therefrom were disgorged to them, and made no reference to the Co-Owners' interests in such proceeds or the Outstanding Sale Transactions. They similarly failed to disclose the approval requirements under the applicable Co-Owners Agreements for the Outstanding Sale Transaction, including that any sale of the TCX Project or the LV V Project would necessitate the Kobayashi Group's support. A copy of the First Global Injunction is attached hereto as **Exhibit "MMM"**.

135. At the hearing on November 19, 2024, the Applicants' and Mr. Pilehver's respective counsel alerted the Honourable Justice Sheard to the Co-Owners' interests in the TCX Project, the LV II Project and the LV V Project and sought a further adjournment of the application. Pursuant to an endorsement issued on December November 19, 2024 (the "**November 19 Endorsement**"), the Honourable Justice Sheard confirmed that the First Global Injunction remained in effect, and adjourned the application to December 5, 2024 to be spoken to and for the purposes of setting a timetable for the hearing of the application. A copy of the November 19 Endorsement is attached hereto as **Exhibit "NNN"**.

136. At the hearing on December 5, 2024, the parties spoke to the Court to set a timetable for non-parties to bring motions for intervenor status and file responding materials. Pursuant to an

order dated December 5, 2024 (the "**December 5 Order**"), the Honourable Justice Bordin approved a timetable for TGP Management to bring a motion for intervenor status in the week of March 24, 2025. Copies of the December 5 Order and the Honourable Justice Bordin's accompanying endorsement are attached hereto as **Exhibits "OOO"** and **"PPP"**, respectively.

F. The Improper Sale of the LV IV Project and Attempt to Sell the LV Project

137. Since the granting of the First Global Injunction and in breach thereof, Mr. Pilehver has caused and taken steps to cause the sale of the remaining Land Banking Projects. Specifically:

(a) on February 5, 2025, Mr. Pilehver caused London Valley IV Inc. to sell the LV IV Project to Titan Lands Inc. for $2 million without notice to, or the consent of, the Kobayashi Group, which owned approximately 72% of the undivided beneficial interest therein; and

(b) sought to cause the sale of the LV Project to a purchaser on or about February 19, 2025, which sale was not consummated due to the prospective purchaser's counsel's discovery of the First Global Injunction and the Applicants' Notice of Application.

138. I am advised by Ms. McLachlan, and believe that, additional information regarding the above-noted events, and other concerning developments relating to Mr. Pilehver, will be provided by way of a further affidavit to be sworn by Lorraine Klemens ("**Ms. Klemens**"), of Bennett Jones. As detailed in the affidavit of Ms. Klemens, I am aware that the proceeds from the sale of the LV IV Project on February 5, 2025 were wired to a Toronto Dominion Bank ("**TD Bank**") account in the name of Parminder Hundal Law Professional, bearing account number 1140-5017446 (the "**Hundal Account**"). I am also advised that the sale proceeds were disbursed out of the Hundal

Account. TD Bank has advised that it requires a Court order to disclose particulars of the account to which the sale proceeds were transferred.

139. I am also advised by Ms. McLachlan that Parminder Hundal, the lawyer responsible for effecting the sale of the LV IV Project, has failed to respond to any inquiries made pertaining to the sale of the LV IV Project or the whereabouts of the transaction funds. Accordingly, I believe that unless TD Bank (or its subsidiaries) provide the Applicants and the proposed Receiver with the particulars of any accounts to which the proceeds were disbursed, efforts to trace the funds and investigate the fraudulent transaction will be impeded. Given that the LV IV Project was transferred in breach of the First Global Injunction, I believe that unless an order requiring TD Bank to disclose such information immediately is granted, there is a real and substantial risk that the funds will be dissipated.

140. The Applicants will compensate TD Bank for any expenses reasonably incurred in producing the particulars sought.

IV. THE PROPOSED RECEIVERSHIP

141. The Respondents and their present and former principals have through their neglect, and in potentially many instances, deliberate action, caused certain of the Property to be dissipated, improperly transferred, lost to the enforcement efforts of creditors and/or substantially encumbered. In so doing, the Respondents and their present and former principals have flagrantly disregarded both their obligations under the applicable Co-Owners Agreements and the rights and interests of the Co-Owners as the beneficial owners of the Real Property, to the significant detriment of the Co-Owners.

142. In the circumstances, the Applicants have lost all confidence in the Respondents' management to comply with their obligations under the Co-Owners Agreements or remedy the breaches thereunder, manage and operate the Property in good faith and with a view to the best interests of the Co-Owners, advance any value accretive planning or development activities and solicit interest in potential value maximizing sale transactions for the Co-Owners' consideration and approval. The Applicants have likewise lost all faith in the Respondents' ability to protect the Property and safeguard or otherwise act in the best interests of the Applicants and all other Co-Owners therein. Accordingly, the Applicants have commenced these proceedings to protect their respective ownership interests, preserve and maximize the value of the Property, and determine the validity and priority of the claims of other parties to the Property, in whole or in part.

143. The Receiver's proposed appointment is sought on an urgent basis given, among other things, the blatant efforts of the Respondents to dissipate the Real Property and the Respondents' woeful failure to protect the Co-Owners' interests therein. The Applicants believe that if the Receiver is appointed on the terms of the proposed Receivership Order, these proceedings will provide the stability, structure and supervision required to identify, collect, preserve, protect and maximize the value of the Property. Moreover, the Applicants believe that these proceedings and the appointment of the proposed Receiver will, among other things, provide the most effective and appropriate means of:

(a) safeguarding the rights and interests of the Co-Owners and preventing any further irreversible prejudice to such Co-Owners;

(b) attending to and securing the Land Banking Projects;

(c) identifying and securing any and all Segregated Funds;

(d) evaluating the Outstanding APSs and determining whether the Outstanding Sale Transactions ought to proceed;

(e) accessing value-maximizing remedies not currently available to the Debtors, including, the sale of the Property free and clear of claims and encumbrances;

(f) effecting an orderly, efficient and transparent sale of the Property, with a view to maximizing recoveries for, and distributing funds to, the Respondents' stakeholders in accordance with their respective priorities and entitlements;

(g) reviewing and reporting to this Court on all payments, receipts, disbursements, accounts payable, conveyances, transfers, preferences, transactions and other arrangements between or among any of the Respondents and other persons, including other companies and entities that are affiliates of any of the Respondents, that appear to the Receiver to be out of the ordinary course of business;

(h) undertaking any investigations the Receiver deems appropriate with respect to the location and/or disposition of assets reasonably believed to be, or to have been, Property, and any ownership interest, claim, lien, charge, security interest or encumbrance asserted, filed or registered, as applicable, against the Property or any part thereof; and

(i) implementing, if determined necessary by the Receiver, a claims process in connection with the determination of the rights and interests of the Respondents' creditors and the distribution of the proceeds of any or all of the Property.

144. In light of the foregoing, I believe that the appointment of the proposed Receiver over the Property is just and convenient.

145. KSV is prepared to act as the Receiver if so appointed. I am advised by Noah Goldstein of KSV, and believe that, KSV is a "licensed trustee" as such term is defined in the BIA, and has extensive experience in Canadian insolvency proceedings, including with respect to real property and real estate developments. A copy of KSV's consent to act as the Receiver is attached hereto as **Exhibit "QQQ"**.

146. I swear this affidavit in support of the Applicants' application to appoint the Receiver over the Property, and for no other or improper purpose.

SWORN REMOTELY by Akiko Kobayashi stated as being located in the City of Fukui-shi, Fukui Prefecture, in the country of Japan, before me at the City of Toronto, in the Province of Ontario, on February 27, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

I hereby certify that this affidavit was interpreted to Akiko Kobayashi before me at the City of Toronto by Yukiko Shukuri, stated as being located in the City of Paris, in the country of France, who made an affirmation before me at the City of Toronto, on February 27, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely, to interpret this affidavit and the aforementioned oath in Japanese correctly.

Amanda McLachlan

AMANDA MCLACHLAN
Commissioner for Taking Affidavits
(or as may be)

小林 昭子

AKIKO KOBAYASHI

THIS IS **EXHIBIT "A"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

0101

Book delivery period Ib until 2024.09.Z5

919-041 1 Fujiwasuzuka 3 B, Saiye-cho

料金後納
郵便

3_38_9 Ninomiya, Fukui City, Fukui Prefecture
Kobayashi Kyohodo Co.

酔

Kobayashi Akiko Ms.

Important notice.

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TRANS
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PARTNERS

ASOLID FUTURE.

TSI Global Ltd.
TS- GLOBAL K.K.
Q2. Q4 Kioicho Hills 2F, 3-32 Kioicho, Chiyoda-ku, Tokyo TEL: 03-6804-6180 fax 103-6804-6181
Kioicho H···s 2F, 3-32 Ki. ich., Chiy. d. -ku, T. ky. Hu... Hw4, Japan

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TGP GLOBAL
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A SOLID FUTURE

3 July 2024 Date.

Important notice.

The TGP Group is to be absorbed into First Financia- Grup and all its operations will be transferred to the new structure.

Administrative services and information to co-owners for future Exits will be provided by FirstFinancia-Gr. up and the co-operative operator Paybank FinancialGroup.

TS Global K.K. in Japan has decided to scale back its operations, as it will build a new service in Japan and start supplying it as soon as it is ready.

Explanation of the report

As all policyholders are aware, the TGP Group, TS Global Limited`s co-ownership of land and real estate and the co-owners` interests in land and real estate are segregated and protected indivisibly, regardless of the management of the TGP Group, and the co-ownership of the co-owners` interests in land and real estate are unchanged. The land property owned by the co-owners and the land property interests of the co-owners are indivisibly protected` No change.

The TGP Group (Trans G. ba Partners, formerly TS- nternati.na Gr.up) of Likunada, Japan, TS-Global Corporation, investors and co-owners of land and real estate owned by them are explained once again in this report.

TGP Group, a property management company, is in the business of providing and managing land banking, a land real estate investment in and around Toronto, Ontario.

The Japanese subsidiary TSoo Global K.K., which is a service provider, was established by the TGP Group. On commission, it provides various administrative procedure sabotage services to Japanese investors. The investor purchases the landed property of the subject property and owns an interest in that landed property as co-owner of the landed property (land banking).
The details of the land banking agreement (e.g. equity, value` and the business of each SPC) are set out in the agreement exchanged with each SPC at the time of purchase.
Each Land Banking property manages and operates its land and its co-owners on a property-by-property basis.
A bare trust-style SPC (special purpose company, a legal entity that is prohibited from acting for any purpose other than its own) has been established. The SPCs are managed separately from the SPCs of other properties and the TGP Group, which is the management company.

TSI Global Ltd.
Kioicho Hills 2F, 3-32 Kioicho, Chiyoda-ku, Tokyo 02_0094
tel: 03-6804-6180 fax: 03-6804-6181
http://www.tsig|oba|kkk.com/

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In addition, the joint owners' interest in the land property (indivisible beneficial interest) is registered and protected as a vested trust under Ontario law.

The TGP Group manages and operates each property and each SPC on behalf of its co-owners, who are also co-owners of each property like the investors. Currently, the TGP Group operates from the TGP equity redemption fund.

Background and detailed explanation.

Since the year before last`, several projects that had been agreed to be sold to one company (four properties: BP, BP=, FEH and CGE; hereafter referred to as the 'four properties') were in the process of being transferred. However, due to the recent Corona disaster and subsequent price hikes, the purchasing company's performance deteriorated and the purchasing company went into default. The purchasing company was found to be in default in early 2024 and the right to purchase the four properties was transferred to a court-appointed receiver.

The redemption of the four properties has been delayed due to the default of the purchaser, CB", and CB"has been approached by a fund company to purchase the properties` The court, the trustee, the CB" bondholders and TGP Group have been in discussions, and around June the court decision and the settlement from the new purchaser and remittance to the joint owners were reported to the joint owners of the four properties. Finally, the Court Receivership, due to the multifaceted nature of the CB" company's debts, invited new purchasers and selected a third-party purchaser, First Financia Grup, as a potential purchaser.

First Financia- Gr_up, which had been provided with details of TGP Gr_up through the court, also made an offer to acquire TGP Gr_up.
The redemption of the four properties around June was the most important issue for the co-owners, but the current management of the TGP Group (including TS G l o b a l Ltd) is funded by redemptions from TGP's interests in the four properties.
The TGP Group was also directly affected by the business operations of the TGP Group.

The TGP Group, together with lawyers from both sides, has considered all possible options, but due to the reimbursement of co-owners and the TGP Group's financial situation, there is no other option at this time to minimise the impact on investors and the TGP Group has decided to accept First Financia Grup's offer. The TGP Group has decided to accept First Financia Grup's offer.

TS Global Ltd.
Kioicho Hills 2F, 3-32 Kioicho, Chiyoda-ku, Tokyo, 02-0094,
JapanTEL: 03-6804-6180 FAX: 03-6804-6181
http://www.tsigiobalkk.com/

p TGP TRANS GLOBAL PARTNERS A SOLID FUTURE

The management of the TGP Group will change to First Financial Group, but there will be no change to the TGP Group's business, the individual property SPCs or the co-owners' agreements, and the co-owners' land properties and their property interests will be preserved as before.

The new management team will provide an explanation and report on the service structure in Japan and the timetable for the four properties.

... New shareholders First Financial Group

... New customer management company Paybank Financial Inc

0 Representative. Ben Pilehver

O Address. 100 King Street West, Suite 5600 Toronto, Ontario, Canada M5X 1A9

middle dot (typographical symbol used between parallel terms, names in katakana, etc.) Telephone number 1-416-818-3945

0 E-mail. ben@sandgecko.ca

0105

TS Global Ltd.
Kioicho Hills 2F, 3-32 Kioicho, Chiyoda-ku, Tokyo 02-0094, Japan
Hiroyuki Kawashima, President and Representative Director
Representative Director Timothy Shields
Tel: 03-6804_6-80 (weekdays except Wednesdays from 0:00 to 30 minutes, from 2:03 to 5:00) Email: tgpadminjp@trans_g-.ba-part.c.m (reply may take several days).

TS Kro_Val Ltd.
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TEL: 03-6804-6180FAX : 03-6804-6181
http://www.tsig|obalkk.com/

THIS IS **EXHIBIT "B"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

TRANS GLOBAL PARTNERS

Immediate Action Required for Investments in Land Banking Program Managed by TSI International and TGP Canada Management Inc.

Date: November 4th, 2024

Dear Valued Co-Owners,

We are writing to inform you of recent and significant developments impacting your investments in the land banking program operated by TGP Canada Management Inc. and overseen by TSI International.

Following the Share Transfer Agreement of June 4, 2024, between Trans Global Partners (TGP) and First Global Financial Corporation (FGFC), as of July 1, 2024, we at Paybank Financial (PFI) assumed control over TGP Canada Management Inc. Under the agreement terms, FGFC, led by Elena Salvatore, failed to fulfill a critical payment of CAD 10,000,000.00 to Mr. Shields and Mr. Hoffner. FGFC's failure to meet this obligation, combined with unauthorized actions, has placed your investments at immediate risk.

Current Status of Properties under Trans Global Partners Limited and TSI International's Land Banking Program

London Region
1. London Valley (LV): Unauthorized transfer to Mr. Randy Hoffner.

1. London Valley II (LV II): Scheduled to sale to Farhi Farming without by Elena and Vincent Salvatore of FGFC the Consent of the Co-Owners by FGFC on November 7th
2. London Valley IV (LV IV): Scheduled to sale to Farhi Farming without by Elena and Vincent Salvatore of FGFC the Consent of the Co-Owners by FGFC on November 7th
3. London Valley V (LV V): Scheduled to sale to Farhi Farming without by Elena and Vincent Salvatore of FGFC the Consent of the Co-Owners by FGFC on November 7th
4. Talbot Crossing (TCX): Scheduled to sale to Farhi Farming without by Elena and Vincent Salvatore of FGFC the Consent of the Co-Owners by FGFC on November 7th
5. Green Valley Estates (GE):
6. Green Valley Estates II (GE II): Sold to Dancor Construction with a VTB of

approximately $5,000,000.00 to To Tiberis Capital Corp Vincent Salvatore Jr. “the Principal of First Global Financial Corporation” before June 4th Share Transfer Agreement.

Niagara Region
8. Niagara Falls Park (NFP)
Location: 5021 Garner Road, Niagara Falls, Ontario L2E 6S4
Land Title Owner: Niagara Falls Park Inc.
PIN Number(s): 64265-0034 (LT) & 64265-0031 (LT)
LRO/BRO Number: LRO # 59
Mortgages are all past due FGFC and Elena Salvatore, Hoffner and Shields including Vincent Salvatore Jr. Failed to protect the Interest of Co-Owners.

1. Niagara Estates of Chippawa II
   Location: E S - Sodom Road, Niagara Falls, Ontario
   Land Title Owner: Niagara Estates of Chippawa II Inc.
   PIN Number: 64254-0015 (LT)
   LRO/BRO Number: LRO # 59
   Mortgages are all past due FGFC and Elena Salvatore, Hoffner and Shields including Vincent Salvatore Jr. Failed to protect the Interest of Co-Owners.
2. Niagara Estates of Chippawa II PH 2
   Location: 4001 Weaver Road, South East Corner of Sodom Road and Weaver Road, Niagara Falls, Ontario
   Land Title Owner: Niagara Estates of Chippawa II Inc.
   PIN Number: 64254-0021 (LT)
   LRO/BRO Number: LRO # 59
   Mortgages are all past due FGFC and Elena Salvatore, Hoffner and Shields including Vincent Salvatore Jr. Failed to protect the Interest of Co-Owners.
3. Lyons Creek Niagara (LCN)
   Location: Pt Lt 15 & 16 Con 4 Willoughby, Niagara Falls, Ontario
   Land Title Owner: Lyons Creek Niagara Falls Park Inc.
   PIN Number: 64258-0082 (LT)
   LRO/BRO Number: LRO # 59
   Unauthorized sale to unknown party by FGFC , Elena Salvatore, Vincent

Salvatore, and former operators of TSI International and Trans Global Partners.

Milton Region

1. Niagara Estates of Campbellsville
   Location: 9063 Twiss Road, Campbellsville, Ontario, L0P 1B0
   Land Title Owner: TSI International Canada Inc.
   PIN Number: 24980-0186 (LT)
   LRO/BRO Number: LRO # 20
   Title of the property has been transferred to Randy Hoffner former operator of Trans Global Partners and TGP Canada Management before June 4th, Share transfer
2. Halton Park
   Location: East Side of Regional Road 25, Pt Lots 7 & 8, Halton, Ontario
   Land Title Owner: Halton Park Inc.
   PIN Number: 25022-0014 (LT)
   LRO/BRO Number: LRO # 20
   Sold to Falco Properties, Proceed pocketed by Elena Salvatore and Vincent Salvatore, FGFC a VTB on the property transferred to FGFC without proper consent of the Co-Owners. On April 12th, 2024 before the Share transfer of June 4th, 2024

Fort Erie Region

1. Fort Erie Hills Inc. Location: 87 Crooks Street & 0 Thompson Road ES, Fort Erie, Ontario Land Title Owner: Fort Erie Hills Inc. PIN Number: 64233-0064 (LT) LRO/BRO Number: LRO # 59 1st mortgage of $7,300,000.00 to Hilmount capital is over due, notice of sales by Mortgagee has been issued, the Sales to CBJ Development never fulfilled before the June 4th, Share Transfer Agreement all receivables assigned to FGFC, Vincent Salvatore and Elena Salvatore.

Clearview, Stayner Region

1. Bridle Park Location: 7535 Highway 26, CON 3 S Pt Lot 26, Stayner, Ontario Land Title Owner: Bridle Park Inc. PIN Number: 58239-0302 (LT) LRO/BRO Number: LRO # 51 Sold under power of sales to the creditor, the property

was under power of sales before the June 4th, agreement. Failure of Hoffner, Salvatore, FGFC resulted in power of sales, please see below Link:

https://tdbadvisory.ca/insolvency-case/cbj-developments-inc-cbj-clearview-garden-estates-inc-and-cbj-bridle-park-ii-inc/

1. Bridle Park II Location: Highway 26, Nottawasaga CON 3 Pt Lot 26, Stayner, Ontario Land Title Owner: Bridle Park II Inc. PIN Number: 58239-0450 (LT) LRO/BRO Number: LRO # 51 Sold under power of sales to the creditor, the property was under power of sales before the June 4th, agreement. Failure of Hoffner, Salvatore, FGFC resulted in power of sales , Please see below Link:

https://tdbadvisory.ca/insolvency-case/cbj-developments-inc-cbj-clearview-garden-estates-inc-and-cbj-bridle-park-ii-inc/

1. Clearview Park Location: 1192 County Road 7, CON 1 S Pt Lot 26, Stayner, Ontario Land Title Owner: Clearview Park Inc. PIN Number: 58238-0008 (LT) LRO/BRO Number: LRO # 51 Sold under power of sales to the creditor, the property was under power of sales before the June 4th, agreement. Failure of Hoffner, Salvatore, FGFC resulted in power of sales , Please see below Link:

https://tdbadvisory.ca/insolvency-case/sunrise-stayner/

1. Clearview Garden Estates

Location: 6237 27/28 Side Road, Pt Lot 27 Con 3 Nottawasaga, Stayner, Ontario
Land Title Owner: Clearview Garden Estates Inc.
PIN Number(s): 58239-0013 (LT), 58239-0014 (LT) & 58239-0015 (LT)
LRO/BRO Number: LRO # 51
Sold under power of sales to the creditor, the property was under power of sales before the June 4th, agreement. Failure of Hoffner, Salvatore, FGFC resulted in power of sales , Please see below Link:

https://tdbadvisory.ca/insolvency-case/cbj-developments-inc-cbj-clearview-garden-estates-inc-and-cbj-bridle-park-ii-inc/

Immediate Actions Recommended for Co-Owners:
Violations of Regulatory and Criminal Standards
Recent findings reveal serious regulatory breaches by Trans Global Partners Limited (TGP) under the Ontario Securities Commission (OSC) and Financial Services Regulatory Authority (FSRA) guidelines:

1. Failure to Register as a Securities Dealer or Investment Fund Manager (IFM): TGP raised substantial funds from investors without OSC registration, a violation of Section 25 of the Ontario Securities Act.
2. Breach of Prospectus Requirements: TGP did not file required prospectuses, failing to disclose investment risks, violating Part XVIII of the Ontario Securities Act.
3. Improper Classification of Investments: Foreign co-owners were classified as undivided landholders to avoid securities regulations, raising questions of tax and regulatory evasion.
4. Soliciting Foreign Investments Without Compliance: TGP solicited investments from multiple countries without proper Canadian regulatory registration, contravening OSC standards.
5. Lack of Transparency and Misrepresentation: By omitting risk disclosures and critical investment information, TGP may have misled investors, increasing legal risks under FSRA standards.
6. Potential Criminal Violations: Alleged fraudulent conduct, potential false pretenses, and possible money laundering activities under the Criminal Code of Canada have been identified, which could lead to criminal liability.
   Immediate Steps for Co-Owners:
7. Stay Informed: Visit our website, https://trans-globalpart.com, for real-time updates.
8. Provide Your Investment Details for Legal Action: Contact us at info@paybank.ca with your information to assist in our legal actions.
9. Report Unauthorized Actions: File complaints with local law enforcement and report to the OSC at to initiate a formal investigation.
   By using the following link:

https://portal.osc.ca/efilings/legacy/whistleblower

Our Commitment to Protecting Your Interests:
We are actively pursuing all legal avenues and are working with Gowling WLG in Canada and Asia to enforce protections. Understanding the financial status of Trans Global Partners and TGP Canada Management Inc. is essential to evaluating the full scope of these risks. We remain dedicated to halting unauthorized actions by FGFC and related parties.

Please report us back by replying to info@paybank.ca and inform us about your contract number.

We deeply value your immediate attention to this matter and your cooperation as we continue our efforts to safeguard your investments.

Sincerely,
Ben Pilehvar
President / Chairman
TGP Canada Management Inc.
Trans Global Partners Limited.

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FAX06-6226-7345

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THIS IS **EXHIBIT "C"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

Docusign Envelope ID: 4D7DAE15-7C77-4F01-BCD7-46ED7262494A

Court File No. CV-24-00087580-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

TRANS GLOBAL PARTNERS LIMITED, RANDY HOFFNER and PAULINE HOFFNER

Applicants

and

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

Respondents

APPLICATION UNDER ss. 248 of the *Business Corporations Act*, R.S.O. 1990, c. B.16

AFFIDAVIT

I, Randy Hoffner, of the City of Burlington, in the Province of Ontario, MAKE OATH AND SAY:

1. I am an Applicant to the herein Application as well as having been an officer and director of various companies which were, prior the transactions outlined herein, directly or indirectly, involved with the Applicant Trans Global Partners Limited, and as such have firsthand knowledge of the matters set out in this affidavit. Where I obtained information from others, I identify the source of the information and I believe such information to be true, and I have also gleaned the

information from the face of the Exhibits appended to this affidavit, and verily believe that information to be true.

2. This Affidavit is made in support of an Application brought by the Applicants to enforce the terms of certain share purchase agreements and promissory notes between the Applicant Trans Global Partners Limited, the Applicant Pauline Hoffner and myself (jointly the "**Applicants**"), or some of us, and the Respondent First Global Financial Corp. as well as a share pledge agreement provided by it in favour of the Applicants pursuant to the terms of the aforementioned promissory notes.

THE PARTIES

3. For the convenience of the court, attached hereto and marked as **Exhibit "001"** to this my Affidavit is a true copy of the Corporation Structure of the Applicant Trans Global Partners Limited which outlines the interrelationship of the various companies outlined below.

THE APPLICANT TRANS GLOBAL PARTNERS LIMITED (TRANS GLOBAL") & TIM SHIELDS ("MR. SHIELDS")

4. The Applicant, Trans Global Partners Limited ("Trans Global"), is a corporation existing under the laws of the special administrative region of Hong King, which operates out of its head office located at 77 City Centre Drive, Suite 602, Mississauga, Ontario L5B 1M5. Prior to in or about June 6, 2024, Trans Global was the registered, legal and beneficial owner of all issued and outstanding shares in the capital of the company TGP Canada Management Inc.

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5. While not a party to this Application, Tim Shields ("**Mr. Shields**") is an individual residing in Tokyo, Japan. Mr. Shields was also, during certain times, an officer and director of Trans Global. Mr. Shields was also an officer and director of the corporations defined below as Land Mutual, Canadian Shield, TSI Group, Titan Shield as well as the Canadian Shield Subsidiary Companies and the Land Shield Subsidiary Companies.

THE APPLICANT RANDY HOFFNER (THE AFFIANT) & 183 ONTARIO LIMITED ("183")

6. I, Randy Hoffner, am an individual residing in the City of Burlington in the Province of Ontario. Prior to in or about July 4, 2024, I was the beneficial owner of one hundred percent (100%) of the issued and outstanding shares in the corporation 1837732 Ontario Limited. Prior to in or about June 4, 2024 I was also an officer and director of the corporations defined below as TGP Canada, Land Mutual, Canadian Shield, TSI Group, Titan Shield as well as the Canadian Shield Subsidiary Companies and the Land Shield Subsidiary Companies.

7. While not a party to this Application, 1837732 Ontario Limited ("**183**") is a corporation incorporated pursuant to the laws of the Province of Ontario. Attached hereto and marked as **Exhibit "002"** to this my Affidavit is a true copy of the Corporate Profile of 1837732 Ontario Limited.

THE APPLICANT PAULINE HOFFNER ("MS. HOFFNER") AND TGP PROPERTY MANAGEMENT INC. ("TGP PROPERTY")

1. The Applicant Pauline Hoffner ("**Ms. Hoffner**") is an individual residing in the City of Mississauga in the Province of Ontario. Ms. Hoffner is my spouse. Prior to in or about June 4,

2024, Ms. Hoffner was the beneficial owner of one hundred percent (100%) of the issued and outstanding shares in the corporation TGP Property Management Inc.

2. While not a party to this Application, TGP Property Management Inc. ("**TPG Property**"), is a corporation incorporated pursuant to the laws of the Province of Ontario. Attached hereto and marked as **Exhibit "003"** to this my Affidavit is a true copy of the corporate profile of TGP Property Management Inc.

TGP CANADA MANAGEMENT INC. ("TGP CANADA") AND 2630306 ONTARIO INC. O/A PAYBANK FINANCIAL ("PAYBANK")

3. While not a party to this Application, TGP Canada Management Inc. ("**TGP Canada**") is a corporation incorporated pursuant to the laws of the Province of Ontario. Prior to in or about June 4, 2024, Trans Global was the registered, legal and beneficial owner of all of the issued and outstanding shares in the capital of TGP Canada. Attached hereto and marked as **Exhibit "004"** to this my Affidavit is a true copy of the corporate profile for TGP Canada Management Inc.

4. While not a party to this Application, 2630306 Ontario Inc. o/a Paybank Financial ("**Paybank**") is a corporation incorporated pursuant to the laws of the province of Ontario.

TITAN SHIELD INC.

5. While not a party to this Application, Titan Shield Inc. ("**Titan Shield**") is a corporation incorporated pursuant to the laws of the province of Ontario. Titan Shield is the registered, legal and beneficial owner of all of the issued and outstanding shares in the capital of Trillium Shield

Inc. Attached hereto and marked as **Exhibit "005"** to this my Affidavit is a true copy of the Corporate Profile for Titan Shield.

TRILLIUM SHIELD INC.

6. While not a party to this Application, Trillium Shield Inc. ("**Trillium Shield**") is a corporation incorporated pursuant to the province of Ontario. Trillium Shield is the registered, legal and beneficial owner of all of the issued and outstanding shares in the TSI Group of Companies Inc.

TSI GROUP OF COMPANIES

7. While not a party to this Application, TSI Group of Companies Inc. ("**TSI Group**") is a corporation incorporated pursuant to the laws of the province of Ontario. TSI Group, directly or indirectly, is involved with the corporations Land Mutual Inc. and Canadian Shield Inc.

LAND MUTUAL INC. AND THE LAND MUTUAL SUBSIDIARY COMPANIES

8. While not a party to this Application, Land Mutual Inc. is a corporation incorporated pursuant to the laws of the Province of Ontario. Land Mutual Inc., directly or indirectly, is involved with various subsidiary companies (jointly the "**Land Mutual Subsidiary Companies**"). The Land Mutual Subsidiary Companies are the owners of various real properties.

CANADIAN SHIELD INC. AND THE CANADIAN SHIELD SUBSIDIARY COMPANIES

9. While not a party to this Application, Canadian Shield Inc. is a corporation incorporated pursuant to the laws of the Province of Ontario. Canadian Shield Inc., directly or indirectly, is

involved with various subsidiary companies (jointly the "**Canadian Shield Subsidiary Companies**"). The Canadian Shield Subsidiary Companies are the owners of various real properties.

THE RESPONDENTS FIRST GLOBAL FINANCIAL CORP. ("FIRST GLOBAL"), ELENA SALVATORE, VINCENT SALVATORE

10. The Respondent First Global Financial Corp. ("**First Global**") is a corporation incorporated pursuant to the laws of the province of Ontario operating from its head office located at PH5-801 Lawrence Ave. East, Toronto, Ontario, M3C 3W2. Attached hereto and marked as **Exhibit "006"** to this my Affidavit is a true copy of the corporate profile of First Global Financial Corp.

11. The Respondent, Elena Salvatore ("**Ms. Salvatore**"), is an individual residing in the City of Toronto in the Province of Ontario. Ms. Salvatore is the sole officer and director of First Global. I understand that Ms. Salvatore is married to Mr. Salvatore.

12. The Respondent, Vincent Salvatore ("**Mr. Salvatore**" and jointly with First Global and Ms. Salvatore the "**Respondents**"), is an individual residing in the City of Toronto in the Province of Ontario. Mr. Salvatore is married to Ms. Salvatore. I understand, based on representations made to me by Ms. Salvatore and by Mr. Salvatore personally, that he is a governing mind of First Global.

13. The Respondent, Tiberis Capital Corp. ("**Tiberis**") is a corporation incorporated pursuant to the laws of the province of Ontario. Mr. Salvatore is the sole officer and director of Tiberis. I believe the address for service for Tiberis, namely 801 Lawrence Avenue East, Unit PH 5, North

York, ON M3C 3W2 is Mr Salvatore's residence. Consequently, I believe that Mr. Salvatore, and potentially Ms. Salvatore are owners of Tiberis. Attached hereto and marked as **Exhibit "007"** to this my Affidavit is a true copy of the Corporate Profile for Tiberis Capital Corp.

THE TRANSACTIONS

THE TITAN SHIELD SHARE SALE AND PURCHASE

The TGP Canada Management Inc. Share Purchase Agreement

14. In or about June 4, 2024, TPG Canada as vendor and First Global as purchaser entered into a Share Purchase Agreement (the "**TPG Transaction**") dated June 4, 2024 (the "**TGP Canada SPA**"), the term of which are, *inter alia*, as follows:

(a) TGP Canada would sell to First Global all of its shares in Titan Shield (the "**Titan Shield Shares**");

(b) The closing of the purchase and sale of the Titan Shield Shares was to take place on June 4, 2024 (the "**SPA Closing Date**");

(c) First Global agreed to pay to SimpsonWigle LAW LLP ("**SimpsonWigle LAW**"), counsel for Trans Global, in trust, on behalf of Trans Global, the purchase price of Ten Thousand Dollars ($10,000.00) within 7 days of the SPA Closing Date (the "**TGP Canada Purchase Price**"); and

(d) First Global agreed to pay to SimpsonWigle LAW One Hundred Thousand Dollars ($100,000.00) towards legal costs incurred with respect to the transactions referenced in the SPAs within 7 days of the SPA Closing Date (the "**Legal Fees**").

Attached hereto and marked as **Exhibit "008"** to this my Affidavit is a true copy of the TGP Canada SPA dated June 4, 2024.

15. I do verily believe that First Global understood the following:

(a) that Trans Global was the ultimate recipient of the TGP Canada Purchase Price to be paid pursuant to the TGP Canada SPA;

(b) that the failure to pay the TGP Canada Purchase Price in accordance with the terms of the TGP Canada SPA would deny Trans Global the benefit of those monies; and

(c) that the Legal Fees to be paid by it in accordance with the TGP Canada SPA was to pay to Simpson Wigle LAW those legal fees incurred by the Applicants in facilitating the sales referenced herein; and

(d) that should it fail, or otherwise refuse, to pay the Legal Fees in accordance with the TGP Canada SPA that the Applicants would be required to pay to Simpson Wigle LAW their respective shares of the legal fees incurred in facilitating the herein referenced transactions.

16. Pursuant to the terms of the TGP Canada SPA, upon closing the First Globa, and by extension Mr. Salvatore and Ms. Salvatore, would have direct or indirect control of the real

properties owned by the Land Mutual Subsidiary Companies and the Canadian Shield Subsidiary Companies (jointly the "**Subsidiary Companies**").

THE TGP CANADA MANAGEMENT SHARE SALE AND PURCHASE

The Trans Global Partners Limited Share Purchase Agreement

17. In or about June 4, 2024, and immediately following the TGP transaction, Trans Global as vendor and Paybank as Purchaser, entered into a Share Purchase Agreement dated June 4, 2024 (the "**Trans Global SPA**") pursuant to which Trans Global sold to Paybank all of its shares in TGP Canada (the "**Trans Global Transaction**"). Attached hereto and marked as **Exhibit "009"** to this my Affidavit is a true copy of the Trans Global SPA dated June 4, 2024.

The Trans Global Partners Limited Promissory Note

18. In addition, First Global executed a promissory note in favour of Trans Global (the "**Trans Global Promissory Note**") on, *inter alia*, the following terms:

(a) the principal amount of Seven Million Dollars ($7,000.000.00) (the "**Principal Amount**");

(b) the principal amount was to be paid on or before August 3, 2024, unless renewed or extended;

(c) the parties may mutually agree to a renewal or extension of the due date in exchange for the payment of an extension/renewal fee of Five Hundred Thousand Dollars ($500,000.00) (the "**Extension Fee**");

(d) the note would be interest free unless a default occurs; and

(e) upon default, interest shall be charged at the rate of 26.82% per annum, calculated semi-annually not in advance, from the date of default;

(f) First Global agreed to:

(i) Deliver a collateral charge in the Principal Amount as against the property municipally referred to as 11720 Highway 27, Vaughan, Ontario (the "**Highway 27 Property**") which is owned by First Global; and

(ii) Execute a share pledge agreement pledging all of the issued and outstanding shares in Titan Shield and consequently, as a result of said pledge included all of the issued and outstanding shares in Trillium Shield, TSI Group, Land Mutual Inc, Canadian Shield Inc., Land Mutual Subsidiary Companies and Canadian Shield Subsidiary Companies (jointly the "**Promissory Note Security**")

Attached hereto and marked as **Exhibit "010"** to this my Affidavit is a true copy of the Trans Global Promissory Note effective June 4, 2024.

THE TGP PROPERTY MANAGEMENT INC. SHARE SALE AND PURCHASE

The Pauline Hoffner Share Purchase Agreement

19. In or about June 4, 2024, and immediately following the TGP Canada transaction, Ms. Hoffner as vendor and First Global as purchaser entered into a Share Purchase Agreement dated June 4, 2024 (the "**Ms. Hoffner SPA**") the terms of which, *inter alia*, are as follows:

(a) Ms. Hoffner would sell to First Global all of her shares in TGP Property (the "**TGP Property Shares**");

(b) The closing of the purchase and sale of the TGP Property Shares was to take place on the SPA Closing Date;

(c) First Global agreed to pay the purchase price of One Million Five Hundred Thousand Dollars ($1,500,000.00) (the **Ms. Hoffner Purchase Price**"); and

(d) The Ms. Hoffner Purchase Price was to be paid in full on the SGA Closing Date by way of the delivery of a promissory note, secured by a pledge of shares in Titan Shield.

Attached hereto and marked as **Exhibit "011"** to this my Affidavit is a true copy of the Ms. Hoffner SPA dated June 4, 2024.

The Pauline Hoffner Promissory Note

20. In accordance with the terms of the Ms. Hoffner SPA, First Global executed a promissory note in favour of Ms. Hoffner (the "**Ms. Hoffner Promissory Note**") on the same terms as the Trans Global Promissory Note save and except for the following modifications:

(a) the principal amount would be in the amount of the Ms. Hoffner Purchase Price being One Million Five Hundred Thousand Dollars ($1,500,000.00); and

(b) the principal amount was to be paid on or before June 11, 2024, unless renewed or extended.

Attached hereto and marked as **Exhibit "012"** to this my Affidavit is a true copy of the Ms. Hoffner Promissory Note effective June 4, 2024.

THE 1837732 ONTARIO INC. SHARE SALE AND PURCHASE

The Randy Hoffner Share Purchase Agreement

21. In or about June 4, 2024, and immediately following the TGP Property transaction, I as vendor, and First Global as purchaser, entered into a Share Purchase Agreement dated June 4, 2024 (the "**Mr. Hoffner SPA**") the terms of which, *inter alia*, are as follows:

(a) I would sell to First Global all of my shares in 183 (the "**183 Shares**");

(b) The closing of the purchase and sale of the 183 Shares was to take place on the SPA Closing Date;

(c) First Global agreed to pay the purchase price of One Million Five Hundred Thousand Dollars ($1,500,000.00) (the **Mr. Hoffner Purchase Price**"); and

(d) The Mr. Hoffner Purchase Price was to be paid in full on the Closing Date by way of the delivery of a promissory note, secured by a pledge of shares in Titan Shield.

Attached hereto and marked as **Exhibit "013"** to this my Affidavit is a true copy of the Mr. Hoffner SPA dated June 4, 2024.

The Randy Hoffner Promissory Note

In accordance with the terms of the Mr. Hoffner SPA, First Global executed a promissory note in favour of myself (the "**Mr. Hoffner Promissory Note**") on the same terms as the Trans Global Promissory Note save and except for the fact that the principal amount would be in the amount of the Mr. Hoffner Purchase Price being One Million Five Hundred Thousand Dollars ($1,500,000.00). Attached hereto and marked as **Exhibit "014"** to this my Affidavit is a true copy of the Mr. Hoffner Promissory Note effective June 4, 2024.

THE SHARE PLEDGE AGREEMENT

22. In accordance with the terms of the Trans Global Promissory Note, the Ms. Hoffner Promissory Note and the Mr. Hoffner Promissory Note (jointly the "**Promissory Notes**") First Global executed a Share Pledge Agreement dated June 4, 2024 (the "**Pledge Agreement**") in favour of Trans Global, Mr. Hoffner and Ms. Hoffner. Attached hereto and marked as **Exhibit "015"** to this my Affidavit is a true copy of the Share Pledge Agreement dated June 4, 2024.

23. The terms of the Pledge Agreement were, *inter alia*, as follows:

(a) In accordance with section 2.1, First Global, as collateral security for the payment and performance of all present and future indebtedness, liabilities and obligations of First Global to the Applicants, First Global granted to the Applicants a

continuing security interest in various collateral (the "**Pledge Collateral**") including, but not limited to, the following:

(i) all issued and outstanding shares of capital stock in Titan Shield;

(ii) all other shares in Titan Shield acquired by First Global; and

(iii) the proceeds of same.

(b) In accordance with section 4.4, in the Event of Default, which is defined in the Pledge Agreement as a default under the Promissory Notes (the "**Event of Default**"), First Global agreed that:

(i) It is to deliver to one of the Applicants (the "Holder"), as directed by the Applicants, all proceeds of the Pledge Collateral to be held by the Holder as additional collateral;

(ii) the Holder may exercise the voting power and all other incidental rights of ownership with respect to the Titan Shield shares or other shares of capital stock constituting Collateral and First Global granted the Applicants an irrevocable proxy to vote the Titan Shield shares and such other Pledge Collateral;

(iii) it would deliver any additional proxies and other documents reasonably requested by the Holder that may be necessary to allow the Holder to exercise such voting power;

(c) in accordance with section 6.1 that, in the Event of Default the Holder, on behalf of the Applicants, had certain other remedies available to it including, but not limited to:

(i) the Holder may exercise the rights and remedies of a secured party on default under the PPSA including, but not limited to, selling the Pledge Collateral or any part of it; and

(ii) the Holder could:

(1) transfer all or any part of the Pledge Collateral into the name of the Holder, or their nominee or assignee;

(2) notify the parties obligated on any of the Pledge Collateral to make payment to the Holder of any amount due or to become due thereunder;

(3) enforce collection of any of the Pledge Collateral by suit or otherwise;

(4) endorse any cheques, drafts or other writings in First Global's name to allow collection of the Pledge Collateral;

(5) take control of the proceeds of the Pledge Collateral; and

(6) execute, in the name, place and stead of First Global, endorsements, assignments, stock powers and other instruments of conveyance or transfer with respect to all or any of the Pledge Collateral;

(iii) First Global agreed to pay to the Applicants the amounts of any and all reasonable expenses, including reasonable fees and disbursements of its counsel and of any expert and agents, which the Applicants may incur in connection with:

(1) Administration of the Pledge Agreement;

(2) The custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Pledge Collateral;

(3) The exercise or enforcement of any of the rights of the Applicants under the Pledge Agreement;

(4) The failure of First Global to perform or observe any of the provisions of the Pledge Agreement; and

(5) Advancing of any funds pursuant to the Pledge Agreement.

24. I have been advised by Gokcin Nalsok of Simpson Wigle LAW ("**Ms. Nalsok**") and do verily believe that in accordance with the terms of the Promissory Notes on June 6, 2024, she registered in the Ontario Personal Property Registry a lien as against First Global as the debtor in

favour of Ms. Hoffner and Trans Global and myself as Secured Party, with respect to the collateral classified as "accounts" and "other "and as described as:

> *All right, title benefit and interest to all issued and outstanding shares of capital stock of the shares in Titan Shield Inc. and all certificates and instruments evidencing or representing the same, all other shares in Titan Shield Inc. issued or acquired from time to time and all certificates and instruments evidencing or representing same, all to her shares of capital stock, all other securities, all assignment of any amounts due or become due, all other instruments which have been delivered to the secured party by the debtor or which may from time to time hereinafter be delivered by the Debtor to the Secured Party under the Pledge Agreement and all proceeds of the foregoing, all dividends distributions, interest and other payments and right with respect to any shares in Titan Shield Inc. including, without limitation, money or other property paid or payable on account of any return on, or repayment of, capital in respect of any shares in Titan Shield Inc. or otherwise distributed or distributable in respect there of or that will in any way be charged to or be payable out of, the capital of the shares in Titan Shield Inc. in respect thereof, and any proceeds of any of the foregoing.*

Attached hereto and marked as **Exhibit "016"** to this my Affidavit is a true copy of the Personal Property Registry Report on Registration – Registration Verification dated June 6, 2024.

THE COLLATERAL MORTGAGE

25. I have been advised by Ms. Nalsok, and do verily believe, that pursuant to the terms of the Promissory Notes on June 6, 2024 she, on behalf of the Applicants, registered a charge against the

Highway 27 Property (the "**Collateral Mortgage**") as instrument number YR3684667 which incorrectly named one of the chargees as TGP Global Partners Limited. I have been further advised by Ms. Nalsok and do verily believe that immediately thereafter she registered an Application to Change Name-Instrument as instrument number instrument number YR3684727 to correct the Collateral Mortgage changing the name of TGP Global Partners Limited to Trans Global. Attached hereto and marked as **Exhibit "017"** to this my Affidavit is a true copy of the Charge registered against the Highway 27 Property as instrument number YR3684667 and the Schedule of terms referenced therein and the Application to Change Name-Instrument registered as instrument number YR3684727.

26. The terms of the Collateral Mortgage include, but are not limited to the following:

(a) it would be interest free unless a default occurs under the mortgage;

(b) if a default occurred interest would be charged at 26.82% per annum, calculated semi-annually not in advance, from the date of default;

(c) All terms contained in the Promissory Notes are incorporated in the Collateral Mortgage and apply to the Collateral Mortgage;

(d) All fees, charges or payments incurred, expended or paid by the Applicants together with the interest thereon, will be added to the indebtedness to be repaid by First Global to the Applicants forthwith and, until repaid, will constitute a charge upon the Highway 27 Property;

(e) That any occurrence of an event of default under the provisions of the Collateral Mortgage will constitute a default under any other charge or security document (the "Security Documents" between the Applicants and First Global and default under any of the other Security Documents will constitute an event of default under the provisions of the Collateral Mortgage);

(f) That upon and during the continuance of an event of default under the Collateral Mortgage or a default under the other Security Documents, the Applicants pursue their remedies under those Security Documents; and

(g) Upon default in payment of principal or interest under this Collateral Mortgage, or in the performance of any of the terms and conditions of the Collateral Mortgage, the Applicants may enter into and take possession of the Highway 27 Property.

27. I understand First Global, presumably at one point had listed the Highway 27 Property for sale. While I have attempted to find this listing, it appears that the listing has since been removed. That being said, as is outlined below, the Applicants intend to enforce their Collateral Mortgage by way of a power of sale, and consequently, the Applicants will want to avoid competing listings for the Highway 27 Property. Consequently, the Applicants are seeking an order prohibiting the Respondents from listing the Highway 27 Property for sale or instructing any other party to do so.

FIRST GLOBAL FINANCIAL CORP.'S REQUEST FOR AN EXTENSION OF PAYMENT TERMS

28. On agreement between the parties, the SPA Closing Date was extended from June 4, 2024 to June 6, 2024 (the "**Amended Closing Date**").

29. I have been advised by Ms. Nalsok and do verily believe that pursuant to paragraph 4 of the TGP Canada SPA on or before the Amended Closing Date, TGP Canada executed a stock transfer form permitting the Titan Shield Shares to be transferred to First Global and executed and delivered to First Global those documents necessary to complete the transaction contemplated in the TGP Canada SPA including, but not limited to:

(a) the resignation of the directors and officers of TGP Canada; and

(b) the authorizing resolution of TGP Canada and Titan Shield.

30. I have been advised by Ms. Hoffner and do verily believe that on or before the Amended Closing date, she delivered to First Global a duly executed transfer of the TGP Property Shares.

31. Finally, on or before the Amended Closing Date I, by way of my counsel Ms. Nalsok, delivered to First Global a duly executed transfer of the 183 Shares.

32. It is my position and belief that the Applicants have complied with all of their obligations pursuant to the terms of the various SPAs.

33. On June 12, 2024, Alexander Will of Simpson Wigle LAW ("**Mr. Will**"), corporate counsel for the Applicants, sent an email to David Badham of Brar Tamber Rigby PC ("**Mr. Badham**"), corporate counsel for First Global, inquiring as to when the Applicants could expect payment of:

(a) The TGP Canada Purchase Price payable under the TGP Canada SPA;

(b) the Legal Fees payable pursuant to the terms of the TGP Canada SPA

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(c) the Ms. Hoffner Purchase Price payable pursuant to the terms of the Ms. Hoffner SPA and the Ms. Hoffner Promissory Note (jointly the "**Arrears**").

34. On June 13, 2024, Ms. Nalsok sent a further email to Mr. Badham advising that SimpsonWigle LAW was expecting the Arrears to be delivered that day in accordance with the executed documents and requesting an ETA for the payment of same. That day, Mr. Badham responded advising that he was "pushing his client" but that he understood that his and Ms. Nalsok's respective clients had spoken and there was "an understanding that the payment will be completed next week". Attached hereto and marked as **Exhibit "018"** to this my Affidavit is a true copy of the correspondence of Mr. Will dated June 12, 2024, Ms. Nalsok's email of June 13, 2024, and Mr. Badham's response of June 13, 2024.

35. In or about June 19, 2024, I was in attendance during a telephone conference call between myself, Mr. Shields and Mr. Salvatore. During this call, Mr. Salvatore represented that the Arrears would be paid by no later than Friday, June 21, 2024 (the "Proposed Payment Date"), and that in exchange for the Applicants consenting to an extension of the Closing Date to June 21, 2024, First Global would pay the Extension Fee referenced in the Ms. Hoffner Promissory Note to Ms. Hoffner at the same time.

36. On June 20, 2024, Mr. Will sent a further email to Mr. Badham inquiring whether the payment of the Arrears would be paid by noon the following day. I have been advised by Mr. Will and do verily believe that no response was received to that email and consequently on June 21, 2024, Ms. Nalsok sent a follow up email requesting a status of these funds. Attached hereto and

marked as **Exhibit "019"** to this my Affidavit is a true copy of the Applicants' counsels' correspondence to Mr. Badham dated June 20, 2024 and June 21, 2024.

37. I have been advised by Mr. Will and do verily believe that on June 21, 2024, he had a telephone conversation with Mr. Badham who advised that First Global was not in a position to pay the Arrears and that instead payment of same could be expected within the next two weeks. Upon the completion of that call, Mr. Will sent an email to Mr. Badham outlining what was discussed during that call and requesting clarification of same. Attached hereto and marked as **Exhibit "020"** to this my Affidavit is a true copy of Mr. Will's email to Mr. Badham.

38. Despite the aforementioned agreement between the parties that the Arrears would be paid by no later than Friday, June 21, 2024, the Respondents failed, or otherwise refused, to make payment to the Applicants at that point or within the next two weeks as proposed by Mr. Badham. Furthermore, on August 3, 2024, being the date when the TGP Canada Purchase Price and the Mr. Hoffner Purchase Price became due and owing under the TGP Canada Promissory Note and Mr. Hoffner Promissory Note respectively, First Global again failed, or otherwise refused, to make those payments as well.

39. Based on the above, I believe the following to be true:

(a) First Global was in breach of the terms of the Trans Global SPA and the Ms. Hoffner Promissory Note by no later than the Proposed Payment Date;

(b) By no later than the Proposed Payment Date, First Global was aware that it was in breach of the Trans Global SPA and the Ms. Hoffner Promissory Note;

(c) the Respondents were aware that they were not in a position to pay all amounts owing under the Trans Global SPAs and/or the Promissory Notes;

(d) The Respondents were proposing progressively later payment dates of amounts owing under the Trans Global SPA and/or the Promissory Notes in order to provide them with further time to carry out their fraudulent scheme as against the Applicants, which I will describe in more detail below; and

(e) The Respondents were proposing progressively later payment dates in order to delay the point at which the Applicants commenced enforcement procedures pursuant to the terms of the Promissory Notes and took steps to enforce their rights under the Pledge Agreement.

FIRST GLOBAL FINANCIAL CORP.'S BREACH OF THE SPAS AND PROMISSORY NOTE

40. I have been advised by Rosemary Fisher of SimpsonWigle LAW ("**Ms. Fisher**"), counsel for the Applicants, that on July 5, 2024, she sent a Notice of Default to Ms. Salvatore and to First Global directly by way of Registered Mail (the "**Notice of Default**"). Attached hereto and marked as **Exhibit "021"** to this my Affidavit is a true copy of the Notice of Default dated July 5, 2024.

41. Having reviewed the Notice of Default, I note that it:

(a) advised First Global that it is in breach of the terms of the Promissory Notes;

(b) demanded the payment of the unpaid portion of the principal amounts, as well as all accrued interest, fees, costs, charges and expenses become immediately due and payable amounting to Eleven Million Seven Hundred and Thirty-Five Thousand,

Two Hundred and Nineteen Dollars and Eighteen Cents ($11,735,219.18) is due and owing;

(c) advising First Global that interest would continue to accrue on the principal and legal enforcement expenses at the rate of 26.82% per annum;

(d) demanding payment be made by July 15, 2024, failing which, steps would be taken to enforce payment of the outstanding balances.

42. I have been advised by Ms. Fisher and do verily believe, that when no payment was forthcoming from First Global pursuant to the aforementioned Notice of Default, she, on behalf of Trans Global sent a Notice of Sale Under Charge/Mortgage demanding payment of Eleven Million Eight Hundred and Twenty Four Thousand, and Forty Six Dollars and Fifty Eight Cents ($11,824,046.58) as well as per diem interest in the amount of Eight Thousand Six Hundred and Eighty-Eight Dollars and Twenty Fourt Cents ($8,688.24) by no later than August 22, 2024, failing which the Applicants would proceed to sell the Highway 27 Property. Attached hereto and marked as **Exhibit "022"** to this my Affidavit is a true copy of the Notice of Sale Under Charge/Mortgage dated July 16, 2024.

43. Despite the above, First Global continued in its refusal to pay those monies owed to the Applicants pursuant to the terms of the SPAs, the Promissory Notes and the Collateral Mortgage. The Applicants have instructed SimpsonWigle LAW to commence power of sale proceedings with respect to the Highway 27 Property as soon as possible.

44. First Global's failure to pay the monies owing under the Ms. Hoffner Promissory Note on June 21, 2024, and under the Mr. Hoffner Promissory Note and the TGP Canada Promissory Note

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on August 3, 2024, presumably on the instructions and approval of Mr. Salvatore and Ms. Salvatore, constituted not only a breach of the terms of the Collateral Mortgage but also an Event of Default under the Pledge Agreement pursuant to which the Applicants were permitted to, amongst other things, enforce their security under the Pledge Agreement.

45. On September 6, 2024, Ms. Fisher sent an email to Mr. Badham wherein she inquired whether First Global was going to cure its default and advising that she had instructions to enforce the Applicants' security under the Pledge Agreement. Attached hereto and marked as **Exhibit "023"** to this my Affidavit is a true copy of Ms. Fisher's email to Mr. Badham of September 6, 2024.

46. Finally, I have been advised by Ms. Nalsok and do verily believe that on September 9, 2024, Ms. Laura Roberts, legal assistant to Ms. Fisher, sent, by way of registered mail, a Notice pursuant to section 63(4) of the *Personal Property Security Act* (the "**PPSA Notice**") on behalf of the Applicants to First Global with a courtesy copy being sent to Mr. Badham. The PPSA Notice put First Global on notice that, in light of its default, the Applicants intended to enforce their security under the Pledge Agreement. Furthermore, the Notice instructed:

(a) Brar Tamber Riby PC, on behalf of the First Global, transfer the 101 class "A" common shares in the Capital Stock of Titan Shield and stock transfer power endorsed to First Global (the "**PPSA Collateral**") to Trans Global, and to execute and perform all necessary acts of assignment and transfer as may be necessary to give effect to this transfer;

(b) First Global to pay to the Applicants:

(i) the total sum of Twelve Million Two Hundred and Thirty-Three Thousand Six Hundred and Eighty-Three Dollars and Fifty Six Cents ($12,233,683.56) being principal amount and all accrued interest, fees, costs, charges and expenses due pursuant to the Promissory Note, as well as interest accrued at a rate of 26.82% per annum from September 9, 2024 to the date of payment;

(ii) the costs of realizing on the PPSA Collateral in the amount of $150,000.00;

Attached hereto and marked as **Exhibit "024"** to this my Affidavit is a true copy of the PPSA Notice.

47. I have been advised by Mr. Nalsok and do verily believe that the PPSA Notice sent to Mr. Badham was received by his office by on or about 12:35 pm on September 11, 2024, and that the PPSA Notice sent to First Global was received by on or about 12:21 pm on September 12, 2024. Attached hereto and marked as **Exhibit "024.1"** is a true copy of the registered mail customer receipt with respect to the PPSA Notice, and copies of the printout of the Canada Post tracking website for the PPSA notices sent to Mr. Badham and First Global.

48. As has become a consistent theme of First Global's behaviour, despite the above, as of the date of this affidavit, First Global has failed to:

(a) Pay the amounts due and owing pursuant to the terms of the Promissory Note which total Ten Million Dollars ($10,000,000.00);

(b) the Legal Fees owed under the Trans Global SPA;

(c) the TGP Property Purchase Price payable under the Trans Global SPA;

(d) Those legal fees which were incurred, and continued to be incurred by the Applicants as a result of First Global's continued refusal, presumably on the instructions of Mr. Savlatore and Ms. Salvatore, to pay these amounts; and

(e) the interest on those amounts which continue to accrue at a rate of 26.82% per annum.

49. I have been advised by Ms. Nalsok, and do verily believe, that as October 9, 2024, the amounts owing by First Global to the Applicants are as follows:

Outstanding Amount	$10,000,000.00
Accrued Interest from June 21, 2024 to October 9, 2024	$815,621.92
Extended Fee for non-payment as agreed to	$1,500,000.00
Legal Fees per the signed agreement	$100,000.00
Purchase Price not paid	$10,000.00
Legal Fees incurred as a result of demand as at June 24, 2024	$5,000.00
Legals Fees incurred as a result of Notice of Sale	$8,000.00
Legal Fees incurred as a result of s.63 Notice	$5,500.00
TOTAL DUE AS AT October 9, 2024	**$12,444,121.92**

50. I have also been advised by Ms. Nalsok, and do verily believe, that the interest on the amount outstanding continues to accrue at the default rate of 26.8% per annum, or $9,143.87 per diem and that this amount, together with the estimated cost of realization of the aforesaid collateral, being $150,000, and the estimated cost of this Application, being $45,000, have not been included in the calculations above.

51. Given First Global's failure to fulfil its obligations under the SPAs and Promissory Notes, it is my position, a position I have been advised by Mr. Shields and Ms. Hoffner and I do verily believe that they share, that the Applicants are entitled to enforce their security under, *inter alia*, the Pledge Agreement. As such the Applicants believe they are entitled to an order allowing us to enforce our rights under the Pledge including, but not limited to orders:

(a) Requiring First Global to transfer all of the Collateral as defined in the Pledge Agreement (the "Collateral") into the name of Trans Global;

(b) Permitting Trans Global to notify the parties obligated on any of the Collateral as defined in the Pledge Agreement to make payment to the Applicants of any amount due or to due thereunder;

(c) Permitting any officer or director of Trans Global to endorse any cheques, drafts, or other writings in the name of First Global to allow the collection of the Collateral;

(d) Permitting Trans Global to take control of any proceeds of the Collateral; and

(e) Permitting Trans Global to execute, in the name, place, and stead of First Global, endorsements, assignments, stock powers and other instruments of conveyance or transfer with respect to all or any of the Collateral; and

(f) Without limiting the foregoing permitting, Trans Global to take all other actions they deem fit and are otherwise authorized to take pursuant to the Pledge Agreement.

52. I believe that with the authority granted by way of the aforementioned proposed orders, the Applicants will be able to take those steps necessary to ensure that they recover the amounts owing under the SPAs and the Promissory Notes.

CONCERNING FRAUDULENT AND/OR BAD FAITH ACTIONS OF FIRST GLOBAL FINANCIAL CORP.

53. As of the date of this affidavit, First Global, as outlined above, has not paid any monies owing pursuant to the SPAs and/or the Promissory Notes, and has failed to comply with its obligations under the Pledge Agreement. Despite this, it has taken certain actions with respect to assets it has come to control by way of the SPAs which serve to convert the profits of same to its own benefit.

54. I believe these actions are part of a fraudulent scheme perpetrated by the Respondents which I would describe as follows (the "**Fraudulent Scheme**"):

(a) The Respondents utilizing First Global entered into the Share Purchase Agreements, and primarily the First Global SPA pursuant to which they agreed to purchase shares in companies that, directly or indirectly, control certain real properties, namely those owned by the Subsidiary Companies;

(b) The Respondents negotiate terms for the TPG Canada SPA pursuant to which First Global receives the benefit of TPG Canada Transaction, including taking direct or indirect control of those real properties owned by the Subsidiary Companies;

(c) The Respondents negotiate terms for the Promissory Notes pursuant to which First Global can delay making payment thereunder until June 11, 2024, in the case of the

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Ms. Hoffner Promissory Note, or August 3, 2024, in the case of First Global Promissory Note and the Mr. Hoffner Promissory Note;

(d) At all times the Respondents represented that they had sufficient funds to pay those amounts owing pursuant to the Trans Global SPA and the Promissory Notes;

(e) Despite those representations, almost immediately after the closing of the transactions contemplated under the SPAs advised the Applicants that they would not be able to make payment, first until June 21, 2024, and then on June 21, 2024, at some hypothetical period within two (2) weeks;

(f) Almost immediately thereafter, the Respondents, utilizing means outlined in more detail below:

(i) Commenced a fire sale of certain real properties they took control, directly or indirectly, pursuant to the terms of the SPAs;

(ii) directed the proceeds of those sales to themselves and/or dispersing them to parties unknown to the Applicants;

(iii) assigned certain receivables which are properly directed to certain Subsidiary Companies to companies which they own; and

(iv) encumbered certain real properties owned by the Subsidiary Companies in order to prevent the Applicants from enforcing their security;

(v) refusing to pay liabilities which they had assumed pursuant to the Trans Global SPA resulting in the loss of further assets; and

(vi) generally refusing to direct any monies received since the closing of the transactions contemplated by the SPAs to the Applicants despite their clear obligations.

55. It is my position and belief that the Respondents, at all times, knew that ultimately the Applicants would enforce their security under the Pledge Agreement which would entitle us to control those companies which Titan Shield, directly or indirectly, controlled including, but not limited to the Subsidiary Companies, and by extension the real properties that they owned. Consequently, the Respondents acted in a manner to strip from those companies as much assets as possible to deprive the Applicants of the benefit of those assets when they did so.

56. The following are certain transactions conducted by the Respondents which I believe evidence the fraudulent intentions of the Respondents.

THE SALE OF 4423 HIGHBURY AVENUE SOUTH, LONDON, ONTARIO

57. Pursuant to paragraph 2(a)(iii) of the TGP Canada SPA, First Global was required to abide by and complete the closing of certain properties owned by Greenvalley Estates II Inc. and Greenvalley Estates Inc. ("Greenvalley"), a corporation incorporated pursuant to the laws of the province of Ontario as well as one of the Land Mutual Subsidiary Companies, pursuant to an Agreement of Purchase and Sale dated August 9, 2022 with Dancor Dundas Inc. ("Dancor"), which was subsequently amended by way of an Amending Agreement dated February 28, 2023.

58. While I understood that First Global might proceed with the sale upon the closing of the TGP Canada Transaction, it was my expectation that until such time as the Applicants received all monies owing to them under the SPAs and Promissory Notes, any and all proceeds which might flow the sale of these properties to Dancor would be directed to the Applicants. This however is not what happened.

59. Specifically, on June 21, 2024, Greenvalley sold, at the instruction of First Global, the property municipally referred to as 4423 Highbury Avenue South, London, ON N6N 1J2 (the "**Highbury Property**") to Dancor. Attached hereto and marked as **Exhibit "025"** to this my Affidavit is a true copy of the and the Transfer registered as instrument number ER1582696.

60. The full specifics of the transaction are not fully known by the Applicants but a review of the registered transfer indicates that the consideration for the transfer was the sum of Nine Million Nine Hundred Thousand Dollars ($9,900,000.00) of which Four Million Nine Hundred and Fifty Thousand Dollars ($4,950,000.00) was paid by way of a vendor take back mortgage in favour of Greenvalley (the "**Highbury Mortgage**") which was registered on title for the Highbury Property as instrument number ER1582697. Attached hereto and marked as **Exhibit "026"** to this my Affidavit is a true copy of the Parcel Abstract for the Highbury Property.

61. With respect to that portion of the purchase price which was paid to, presumably, Greenvalley, being, presumably, Four Million Nine Hundred and Fifty Thousand Dollars ($4,950,000.00), the Applicants have no knowledge as to the current location of those funds. It is unknown to the Applicants whether those funds remain with Greenvalley or if they have been distributed, but based on the Respondents' actions, as I will outline below, the Applicants fully

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expect that those funds have been distributed or otherwise taken by the Respondents to be used for their own purposes. In any case, I can unequivocally state that no portion of those proceeds has been paid to myself and I have been advised by Mr. Shields and Ms. Hoffner that they have not received any portion of same either.

62. With respect to the Highbury Mortgage, I understand that on July 18, 2024 Greenvalley registered a Transfer of Charge on title for the Highbury Property pursuant to which they transferred the Highbury Mortgage to the Respondent Tiberis (the "**Highbury Mortgage Transfer**"). Attached hereto and marked as **Exhibit "027"** to this my Affidavit is a true copy of the Transfer of Charge registered as instrument number ER1582697.

63. Given the above, I believe that upon closing of the TGP Canada Transaction, the Respondents, while representing to the Applicants that the payment of the Arrears would be forthcoming, proceeded with selling the Highbury Property in exchange for the payment of almost Five Million Dollars, less legitimate fees and expenses, and a mortgage in the same amount. The Respondents then:

(a) likely distributed the net proceeds of that sale in a manner which removed it from the control of Greenvalley thus depriving the Applicants of the benefit of those proceeds when they, inevitably, enforced their rights under the Pledge Agreement; and

(b) as soon as it became apparent that the Applicants might move to enforcing their rights under the SPAs and Promissory Notes, assigned all rights under the Highbury

Mortgage to a company that Mr. Salvatore, and potentially Ms. Salvatore, personally owned;

64. These actions clearly were designed to benefit the Respondents while denying the Applicants the opportunity to benefit from these assets/receivables should they subsequently enforce their rights under the Pledge Agreement. I do not believe there is any other reason which would justify the Respondents, who have not paid any monies owing under the Trans Global SPA and/or the Promissory Notes to not a) direct the net proceeds for the sale of the Highbury Property to the Applicants; and/or b) to transfer out of one of the Land Mutual Subsidiary Companies, a mortgage, the proceeds of which could be directed towards those amounts owing.

65. Clearly, despite having still failed to pay any monies towards the transactions outlined above, the Respondents have, against all reasoning to the contrary, operated on the understanding that they are not only permitted to sell off real properties that they came to own, directly or indirectly, by way of the SPAs but that they are also permitted to keep the proceeds of that sale, or any other benefits flowing from the sale, for their own purposes.

66. It is for this reason I believe that if the Respondents are permitted to sell further properties without restriction or oversight, they will conduct these sales in a manner which only serves to advance their Fraudulent Scheme which benefits them at the expense of the Applicants.

67. As such, the I believe that the Applicants require, and are entitled to, court orders for:

(a) An accounting of all monies received by Greenvalley with respect to the Highbury Property;

(b) a tracing of any funds which may have been distributed from the net proceeds of the sale of the Highbury Property;

(c) to the extent any company to which the Applicants have direct or indirect control over is in possession of proceeds flowing from the sale of the Highbury Property that those proceeds be immediately paid to SimpsonWigle LAW in trust, or in the alternative, paid into court, to ensure they are not further diminished; and

(d) discharging the Transfer of Charge registered as instrument number ER1582697 on title for the Highbury Property thus returning Greenvalley as the chargee under the Highbury Mortgage.

68. In addition, other than as outlined below, the Applicants have no knowledge if the Respondents have sold any other real properties which belonged to any of the companies to which they took control, either directly or indirectly, by way of the TGP Canada Transaction. Consequently, the Applicants believe they are also entitled to:

(a) an order requiring First Global to disclose any and all properties which they have directly or indirectly sold since June 4, 2024;

(b) An accounting of all monies received by any party with respect to the sale of any such properties;

(c) a tracing of any funds which may have been distributed from the net proceeds of the sale of any of these properties;

(d) to the extent any company to which the Applicants have direct or indirect control over is in possession of proceeds flowing from the sale of the any such properties that those proceeds be immediately paid to SimpsonWigle LAW in trust, or in the alternative, paid into court, to ensure they are not further diminished; and

(e) an order prohibiting First Global, without the express and written approval of the Applicants, from selling, transferring or encumbering any real property which First Global came to control, directly or indirectly, by way of the TGP Canada Transaction, or from directing any company for which it came to control, directly or indirectly, by way of the TPG Canada Transaction to do so.

69. While distinct from the actions outlined above, but related to actions of the Respondents which I will outline in more detail below, I note, based on my review of the parcel abstract for the Highbury Property, that on September 23, 2024, First Global registered a caution on title for the Highbury Property. This was subsequent to Greenvalley having sold same to Dancor. It's not clear to me on what grounds First Global believes it has an ownership on this property.

ENTERING INTO AN AGREEMENT OF PURCHASE AND SALE OF THE THREE LONDON PROPERTIES

70. On or about August 6, 2024, I learned that three of the Land Mutual Subsidiary Companies (jointly the "**Sellers**") had entered into Agreements of Purchase and Sale each dated July 30, 2024, pursuant to which they sought to sell three (3) properties (the "**London Properties**") belonging to same (jointly the "**APS**"). Specifically:

(a) Talbot Crossing Inc. entered into an Agreement of Purchase and Sale pursuant to which it sought to sell 5980 Colonel Talbot Road, London, ON N6P 1J1 to

Clawson Group Inc. ("**Clawson**") for the purchase price of Three Million Six Hundred and Eighty-Nine Thousand Six Hundred and Fifty Nine Dollars and Nine Cents ($3,689,659.09) (the "**5980 Colonel Talbot APS**");

(b) London Valley II Inc. entered into an Agreement of Purchase and Sale pursuant to which it sought to sell 6172 Colonel Talbot Road, London, ON N6P 1J1 to Clawson for the purchase price of Three Million Three Hundred and Seven Thousand, Three Hundred and Forty-Eight Dollars and Forty-Eight Cents ($3,307,348.48) (the "**6172 Colonel Talbot APS**"); and

(c) London Valley V Inc. entered into an Agreement of Purchase and Sale pursuant to which it sought to sell Wonderland Road. S, PART LOTS 58 & 59 ETR WESTMINSTER, London, ON N6P 1J6 to Clawson for the purchase price of Three Million Twenty-One Thousand Six Hundred and Sixty Six Dollars and Sixty Seven Cents ($3,021,666.67) (the "**Wonderland APS**").

Attached hereto and marked as **Exhibit "028"** to this my Affidavit is a true copy of the 5980 Colonel Talbot APS. Attached hereto and marked as **Exhibit "029"** to this my Affidavit is a true copy of the 6172 Colonel Talbot APS. Attached hereto and marked as **Exhibit "030"** to this my Affidavit is a true copy of the Wonderland APS.

71. In each case, Ms. Salvatore executed the APS on behalf of the Seller with the closing date of August 29, 2024 (the "**APS Closing Date**").

72. I have been advised by Ms. Nalsok, and do verily believe, that by way of certain Assignment of Agreement of Purchase and Sale, Clawson assigned its rights in the APS to third parties (jointly the "**Purchasers**"):

(a) On August 1, 2024, Clawson assigned its rights under the 5980 Colonel Talbot APS to Farhi Developments Limited Partnership and subsequently on August 26, 2024 Farhi Developments Limited Partnership assigned its rights under same to Farhi Farming Corporation;

(b) On August 1, 2024, Clawson assigned its rights under the 6172 Colonel Talbot APS to Farhi Holdings Corporation and subsequently on August 26, 2024, Farhi Holdings Corporation assigned its rights under same to Farhi Farming Corporation; and

(c) On August 1, 2024, Clawson assigned its rights under the Wonderland APS to Farhi Farming Corporation and subsequently on August 26, 2024, Farhi Holdings Corporation assigned a .01% share of its rights under the same to Farhi Holdings Corporation.

73. I have been advised by Ms. Nalsok and do verily believe that commencing on or about September 20, 2024, she began corresponding with Jack Sousa of Brown, Beattie, O'Donovan ("**Mr. Sousa**"), real estate counsel for the Purchasers regarding the sales contemplated by the APS. Specifically:

(a) on September 20, 2024, Mr. Sousa, having received correspondence from two counsel purporting to represent the Sellers, requested that someone from SimpsonWigle LAW advise as to the status of the sale of the London Properties;

(b) on the same day, Ms. Nalsok advised Mr. Sousa that Imran A. Khan of Imran Khan Law Office would be the real estate lawyer handling the closing of the sale of the London Properties;

(c) on the same day Mr. Sousa advised that he had been contacted by a Mr. Cohen, who I believe to be Bryon Cohen ("Mr. Cohen") of Cohen Barristers & Solicitors, real estate counsel retained by Mr. or Ms. Salvatore to represent the Sellers in the sale of the London Properties;

(d) on September 22, 2024 Mr. Sousa sent a further email wherein he requested further information and advised that in order to proceed with the transaction his client would require, *inter alia*, the following:

(i) Satisfactory evidence as to the Officers and Directors authorizing the subject transactions including but not limited to such Corporate Resolutions necessary to give effect to the applicable Agreements of Purchase and Sale and subsequent title transfers, supported by Officers Certificates and executed solicitor Legal Opinions confirming the veracity, execution and validity of the subject Agreements, Transfers of Title, together with the supporting closing documents and Corporate Resolutions and Documents as contemplated by the constating documents of the Corporations;

(ii) Sworn Statutory Declarations of the Officers/Directors of the subject Corporations attesting to, but not limited to: the validity of the foregoing documents; the enforceability thereof; the validity of the sale and Transfer of the subject properties; and that there is no other person or entity having an interest in or claim to the subject properties and the proceeds of the sale thereof;

(iii) Indemnities from the Sellers, the Principals and Shareholders indemnifying the Buyers from any claims arising subsequent to the completion of the transactions against the Buyers in respect of any competing parties' potential interest in the properties or the sale proceeds thereof or otherwise; and

(iv) Releases from such other Party or entity claiming such interest in the subject properties and/or the proceeds of the sale thereof.

(e) Finally on September 23, 2024, Ms. Nalsok emailed Mr. Sousa to advise him that the Applicants had delivered the PPSA Notice and advising that the Applicants had security over the Titan Shield Shares pursuant to the Pledge Agreement as well as providing Mr. Sousa with copies of the Pledge Agreement, the PPSA Registration and the PPSA Notice.

Attached hereto and marked as **Exhibit "031"** to this my Affidavit is a true copy of the correspondence as between Ms. Nalsok and Mr. Sousa from September 20, 2024, to September 23, 2024 without attachments.

74. Finally on October 3, 2024, Mr. Sousa sent a further email to Ms. Nalsok and Mr. Cohen wherein he advised that the parties had agreed to extend the APS Closing Date to the earlier of November 6, 2024, or within 4 days of the seller obtaining a court order directing and vesting title to the Purchasers. Furthermore, Mr. Sousa advised that if such an order could not be obtained, his client would require those items requested in his aforementioned email of September 23, 2024.

75. I have no objections to the Sellers proceeding with the sale of the London Properties to the Purchasers. Furthermore, I have been advised by Mr. Shields and Mr. Hoffner and do verily believe that they too are agreeable to have the sale of the London Property proceed.

76. That being said, given the Respondents' actions in regard to the Highbury Property, we are not agreeable to have those transactions close without the court imposing restrictions on where the proceeds of these sales will flow. Specifically, it is my position, and I have been advised by Mr. Sheilds and Ms. Hoffner and do verily believe it is their positions as well, that in addition to a court order allowing the sale of the London Property to proceed, the Applicants require a court order requiring all proceeds from those sales be paid to SimpsonWigle LAW in trust, or, alternatively into court.

77. I have no reason to believe that the Respondents have received any monies with respect to the sale of the London Properties, nor, I have been advised by Mr. Shields and Ms. Hoffner and do verily believe, do they. That being said, should it become apparent that funds were, in fact, paid to the Respondents, or to any company which they directly or indirectly control, the Applicants reserve our rights to seek an order for an accounting and tracing of those funds.

78. I reasonably believe that if the Respondents are permitted to proceed with the sale of the London Properties without restrictions, they will remove, or otherwise transfer those assets by means which will deny the Applicants the ability to benefit from those amounts as part of the enforcement of their rights under the Pledge Agreement.

LISTING OF CERTAIN PROPERTIES BELONGING TO THE LAND MUTUAL SUBSIDIARY COMPANIES AND THE CANADIAN SHIELD SUBSIDIARY COMPANIES

79. I have been advised by Mr. Shields, and do verily believe, that on September 15, 2024, he sent an email to Maria Cononaco ("**Ms. Cononaco**") of RE/MAX West Realty, the salesperson listed on the MLS listing for the aforementioned properties, demanding the removal of these listings and including an attachment providing the details of each objected to listing. Attached hereto and marked as **Exhibit "032"** to this my Affidavit is a true copy of Mr. Shields email to Maria Cononaco sent on September 15, 2024, and the attachment referenced therein.

80. In this attachment Mr. Shields listed the following properties:

Property Address	Owner	MLS #	Proposed Price
(unassigned) 0 Sodom Road E., Niagara Falls, ON L2E 6S6	Niagara Estates of Chippawa II Inc.	X9250524	$1.00
(unassigned) 0 Stanley Avenue E. Niagara Falls, ON L2E 0A6	Lyons Creek Niagara Falls Park Inc.	X9250496	$1.00
4001 Weaver Road, Niagara Falls, ON L2G 0S7	Niagara Estates of Chippawa II. Inc.	X9250508	$1.00
2310 Dingman Drive, London, ON N0L 1B0 (incorrectly labeled as 0 Dingman Drive)	Greenvalley Estates II Inc.	X9250090	$3,953,000.00

6211 Colonel Talbot Road, London, ON N6P 1J2	London Valley IV Inc.	X9249955	$3,240,000.00
85 Crooks Street, Fort Erie, ON L2A 4H2	Fort Erie Hills Inc.	X9249962	$14,900,000.00
5318 Colonel Talbot Road, London, ON N6P 1H9	London Valley Inc.	X9249952	$4,365,000.00
9063 Twiss Road, Milton, ON L0P1B0	Randy Hoffner	W9249957	$3,495,000.00

81. It is unclear to me when these listings were created.

82. I have searched for the various listings utilizing the aforementioned MLS numbers and note that, as of the date of this affidavit, those listings no longer exist. Furthermore, I have searched for listings of these properties based on their addresses and further note that there does not appear to be any listings on the MLS system for these properties.

83. That being said, I have no knowledge of whether First Global is attempting to sell these properties by way of other means, not utilizing the MLS system, such as by way of a private sale, and consequently cannot say with certainty whether First Global is continuing in its efforts to sell the properties.

84. I did not consent to the sale of the listing of these properties. Furthermore, I have been advised by both Mr. Shields and Ms. Hoffner that they too did not consent to the sale of these properties.

85. It should be noted that while First Global, by way of the Trans Global SPA, came to control, directly or indirectly, those properties owned by one of the Land Mutual Subsidiary Companies outlined above, they did not, and never have had control of the 9063 Twiss Road, Milton, ON (the

"**Twiss Property**"). On or about May 14, 2021, this property has been transferred from TSI International Canada Inc., one of the Land Mutual Subsidiary Companies, to me in my personal capacity and I have been the registered owner of same ever since. I did not authorize, or otherwise consent, to First Global listing my property for sale, and note that any attempt to sell same would have constituted a fraud given the Respondents would have had no reason to believe that they had any interest in this property.

REGISTERING CAUTIONS ON PROPERTIES FOR WHICH IT HAS NO INTEREST

86. On September 11, 2024, First Global, by way of its counsel Mr. Badham, registered cautions against eight (8) properties (the "**Cautions**") owned by the Land Mutual Subsidiary Companies. Specifically, First Global registered cautions against the following properties (jointly the "**Encumbered Properties**"):

Property Address	Owner	Instrument Number
(unassigned) Wonderland Road South, London ON	London Valley V. Inc.	ER1595896
5980 Colonel Talbot Road, London, ON	Talbot Crossing Inc.	ER1595896
4423 Highbury Avenue South, London, ON	Dancor Dundas Inc.	ER1595896
2310 Dingman Drive, London, ON	Greenvalley Estates II Inc.	ER1595896
(unassigned) Willick & Sodom Road, Niagara Falls, ON	Niagara Estate of Chippawa II Inc.	SN815197
(unassigned) 0 Stanley Avenue E. Niagara Falls, ON	Lyons Creek Niagara Falls Park Inc.	SN815197
(unassigned) 0 Sodom Road E., Niagara Falls, ON	Niagara Estate of Chippawa II Inc.	SN815197

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9063 Twiss Road, Milton, ON L0P1B0	Randy Hoffner	HR2058640

Attached hereto and marked as **Exhibit "033"** to this my Affidavit is a true copy of the Caution registered as instrument number ER1595896. Attached hereto and marked as **Exhibit "034"** to this my Affidavit is the Caution registered as instrument number SN815197. Attached hereto and marked as **Exhibit "035"** to this my Affidavit is the Caution registered as instrument number HR2058640.

87. The Cautions registered against the Encumbered Properties all indicate that they were registered pursuant to section 71 of the *Land Titles Act*, and that the nature of the interest is "*the caution is being registered by First Global Financial Corp., who claims an ownership interest in the property through its subsidiaries*".

88. It should be noted that these cautions were registered subsequent to:

(a) Ms. Fisher's email of September 6, 2024, wherein she advised Mr. Badham that her instructions were to enforce the Pledge Agreement;

(b) Mr. Badham receiving the PPSA Notice sent by Ms. Roberts on September 9, 2024; and

(c) Ms. Nalsok's email of September 23, 2024, wherein she advised Mr. Badham that her instructions were to enforce the Pledge Agreement immediately upon non-payment

89. Pursuant to the terms of the Pledge Agreement, upon delivery of notice, which as outlined above was received by Mr. Badham by way of the PPSA Notice on September 11, 2024, the Applicants had authority over all of Titan Shields' assets, held directly or indirectly which include, but are not limited to the real properties held by the Land Mutual Subsidiary Companies.

90. Registering the Cautions on the Encumbered Properties only served to complicate the Applicants' abilities to enforce our security under the Pledge Agreement with respect to those properties in as much as it interfered with our ability to sell those properties in order to collect the monies owing from First Global.

91. I have been advised by Ms. Nalsok, and do verily believe, that she has made requests to Mr. Badham on several occasions that the Respondents discharge the Cautions, but to date they have refused, or otherwise failed to do so.

92. As outlined above, one of the Encumbered Properties is the Twiss Property. As indicated, I am the owner of the Twiss Property, not any of the Subsidiary Companies. Despite this, First Global registered a caution against the Twiss Property alleging that they have an ownership interest over same. Simply put, First Global does not, nor would the Respondents have any reason to believe they had, have any interest in the Twiss Property.

93. Given the above I believe, and I have been advised by Mr. Shields and Ms. Hoffner, and do verily believe that they agree, that the Applicants require and are entitled to an order:

(a) directing First Global to immediately discharge all cautions registered against the Encumbered Properties;

(b) directing First Global to disclose to the Applicants all other cautions registered against any real property which they came to control, directly or indirectly, by way of the TGP Canada Transaction;

(c) directing First Global to discharge all cautions registered against any real property which they came to control, directly or indirectly, by way of the TGP Canada Transaction;

(d) prohibiting First Global from registering any further cautions on any real property which they came to control, directly or indirectly, by way of the TGP Canada Transaction.

LOSS OF CERTAIN PROPERTIES

94. In addition to those terms outlined above, the TGP Canada SPA also contained the terms that First Global agreed to assume certain outstanding liabilities at its sole cost and expense. These liabilities include, but were not limited to:

(a) That provided at section 2(b)(xix) namely Niagara Falls Park Inc. is under a notice of sale instituted by Dennis Blain and Lakefront Developments Inc. for monies owing of approximately $5,934,495.00. In accordance with the service of notice of sale and the property has been sold to RA-Tech CAD Services Inc., pursuant to an agreement of purchase and sale dated April 11, 2024, for the sale price of $10,000,000.00 (the "**Niagara Falls Liability**"); and

(b) Niagara Estates of Chippawa II Inc. is in default under the mortgage in favour of 2229815 Ontario Ltd. for monies owing of approximately $6,288,381.00. A notice of sale has been served on this matter (the "**Chippawa II Liability**").

95. Despite the above, First Global has failed to take any steps to protect the assets subject to the above liabilities. Consequently, and as outlined above, two of the Land Mutual Subsidiary Companies have lost their ownership interest in certain properties.

The Niagara Falls Park Inc. Liability

96. Niagara Falls Park Inc., a corporation incorporated pursuant to the laws of the province of Ontario, as well as one of the Land Mutual Subsidiary Companies, was the owner of property municipally known as 5021 Garner Road, Niagara Falls, ON L2E 6S4 (the "**Garner Property**"). Attached hereto and marked as **Exhibit "036"** to this my Affidavit is a true copy of the parcel abstract for the Garner Property.

97. On December 13, 2022, Dennis Blaine and Lakefront Developments Inc. (jointly the "**Garner Chargees**") registered a charge as against the Garner Property in the amount of Five Million Dollars ($5,000,000.00) (the "**Garner Charge**") as against the Garner Property as instrument number SN751966. Attached hereto and marked as **Exhibit "037"** to this my Affidavit is a true copy of the charge registered on title as SN751966.

98. On or about February 8, 2024, the Garner Chargees issued a Notice of Sale Under Charge/Mortgage of Land with respect to the Garner Charge and demanded payment of Five Million Nine Hundred and Thirty-Four Thousand, Four Hundred and Ninety-Five Dollars and Fifty Five Cents ($5,934,495.55) on or before March 18, 2024. Attached hereto and marked as

Exhibit "038" to this my Affidavit is a true copy of the Notice of Sale Under Charge/Mortgage of Land.

99. On or about April 11, 2024, the Garner Chargees entered into an Agreement of Purchase and Sale with RA-Tech CAD Services Inc. for purchase price of Ten Million Dollars ($10,000,000.00) with a closing date of the transaction of July 31, 2024. Attached hereto and marked as **Exhibit "039"** to this my Affidavit is a true copy of the Agreement of Purchase and Sale dated April 11, 2024.

100. Despite First Global agreeing to assume this liability at its sole cost and expense, it, presumably based on instructions of Mr. Salvatore and Ms. Salvatore, failed pay off the amounts owing with respect to the Garner Charge.

101. On or about July 31, 2024, the Garner Chargees registered against title to the Garner Property a Transfer: Power of Sale as instrument number SN810049 pursuant to which title to the Garner Property was transferred from the Garner Chargees to Garner Estates Inc. Attached hereto and marked as **Exhibit "040"** to this my Affidavit is a true copy of the Transfer: Power of Sale registered as instrument number SN810049.

The Niagara Estates of Chippawa II Inc. Liability

102. Niagara Estates of Chippawa II Inc. ("**Chippawa II**") is a corporation incorporated pursuant to the laws of the province of Ontario as well as being one of the Land Mutual Subsidiary Companies, was the owner of the property municipally known as Willick Road and Sodom Road, Niagara Falls, ON (the "**Willick & Sodom Property**").

103. On April 19, 2023, 2229815 Ontario Inc. (the "**Willick & Sodom Chargee**") registered a charge as against the Willick & Sodom Property in the amount of Five Million Two Hundred and Fifty Thousand Dollars ($5,250,000.00) (the "**Willick & Sodom Charge**") as instrument number SN763480. Attached hereto and marked as **Exhibit "041"** to this my Affidavit is a true copy of the charge registered on title as SN763480.

104. On or about November 6, 2024, Chippawa II, as charger, and the Willick & Sodom Chargee entered into a Mortgage Amending Agreement (the "Mortgage Amending Agreement") along with CBJ Developments Inc. and Jeffrey Burrel jointly as guarantors pursuant to which the principal amount of the Willick & Sodom Charge was amended to Five Million Five Hundred and Eighty Thousand Dollars ($5,580,000.00). The Mortgage Amending Agreement was subsequently registered on title for the Willick and Sodom Property by way of a Notice registered as instrument number SN785634. Attached hereto and marked as **Exhibit "042"** to this my Affidavit is a true copy of the Notice and Mortgage Amending Agreement registered as instrument number SN785634.

105. On or about April 25, 2024, the Willick & Sodom Chargee issued a Notice of Sale Under Mortgage with respect to the Willick & Sodom Charge, and demanded payment of Six Million Two Hundred and Eighty-Eight Thousand Three Hundred and Eighty-One Dollars ($6,288,381.000) on or before June 5, 2024. Attached hereto and marked as **Exhibit "043"** to this my Affidavit is a true copy of the Notice of Sale Under Mortgage.

106. I have been advised by Ms. Nalsok, and do verily believe, that on July 12, 2024, the Willick and Sodom Chargee commenced a foreclosure action (the "Foreclosure Action") as against

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Chippawa II with respect to the Willick & Sodom Charge. I have no knowledge of a Statement of Claim having been served on me. Furthermore, I have inquired with Mr. Shields and Ms. Hoffner who have advised, and I do verily believe, that they have not been served with a Statement of Claim. Consequently, I believe that the Statement of Claim must have been served on First Global and/or Mr. or Ms. Salvatore and consequently they knew, or reasonably ought to have known, that the Willick and Sodom Chargee were taking steps to foreclose on the Willick & Sodom Property. Attached hereto and marked as **Exhibit "044"** is a true copy of the printout of the Superior Court of Justice "Court Case Search" website with respect to the Foreclosure Action.

107. On August 30, 2024, the Willick & Sodom Chargee obtained a Default Judgement for Immediate Foreclosure pursuant to which Chippawa II was ordered to deliver to the Willick & Sodom Chargee direct possession of the Willick & Sodom Property. On September 16, 2024, an Application Foreclosure Order along with a copy of the Default Judgment for Immediate Foreclosure was registered on title for the Willick & Sodom Property as instrument number SN814525. Attached hereto and marked as **Exhibit "045"** to this my Affidavit is a true copy of the Applicant Foreclosure Order registered as instrument number SN814525.

108. Despite First Global agreeing to assume this liability at its sole cost and expense and, by all accounts, being aware of the fact that the Willick & Sodom Chargee was moving to foreclose on the property, still failed to pay off the amounts owing to the Willick & Sodom Chargee or negotiate some alternative that would preserve the Willick & Sodom Property. In fact, it appears that it didn't even make the effort to defend against the Foreclosure Action given that the judgment was obtained by default.

EXPECTATIONS OF THE APPLICANTS

109. At all times, I reasonably believed and expected, among other things, that:

(a) the Respondents had sufficient financing to complete the transactions outlined in the SPAs and to pay all monies owing with respect to same;

(b) the Respondents would not need to sell the real properties it, directly or indirectly, came to own by way of the SPAs to finance its obligations under same

(c) the Respondents would comply with the terms of the SPAs including, but not limited to, paying all monies owing pursuant to same;

(d) the Respondents would comply with the terms of the Promissory Note, including, but not limited to paying all monies owing pursuant to same by the deadlines contained therein, or in the alternative, by no later than the date agreed to by the parties;

(e) the Respondents would comply with their obligations pursuant to the terms of the Pledge Agreement;

(f) in the case where the Respondents defaulted on any of their obligations under the SPAs and/or the Promissory Notes, that they would immediately take all steps possible to cure any such default;

(g) the Respondents would not take any actions which would interfere with the Applicants' ability to enforce their security under the Collateral Mortgage and/or the Share Pledge;

(h) that until such time as the Respondents paid all monies owing to the Applicants by way of the SPAs and/or the Promissory Notes, they would not take any steps to sell those real properties they had come to, directly or indirectly, control pursuant to the terms of the SPAs;

(i) if it was necessary for the Respondents to sell any of those real properties they had come to control, directly or indirectly, prior to the Applicants being paid in full, which should not have been necessary, the proceeds of the sale of any of those real properties would be directed to the Applicants to the credit of the amounts owing under the SPAs and the Promissory Notes;

(j) until such time as the Respondents paid all monies owing to the Applicants by way of the SPAs and/or Promissory Notes, the Respondents would not transfer or assign any rights belonging to those companies which First Global came to control, directly or indirectly, by way of the TPG Canada SPA to any third party including, but not limited to, companies to which the Respondents, or some or one of them own personally;

(k) Until such time as the Respondents had fulfilled all obligations arising under the SPAs and the Promissory Notes, the Respondents would not take any steps with

respect to the assets purchased by way of the SPAs without the knowledge and consent of the Applicants;

(l) Until such time as the Respondents had fulfilled all obligations arising under the SPAs and the Promissory Notes, the Respondents would not misappropriate the proceeds of the sale of any real property which they came to control, directly or indirectly, pursuant to the SPAs;

(m) Until such time as the Respondents had fulfilled all obligations arising under the SPAs and the Promissory Notes, the Respondents would not take any action that would dilute, erode or otherwise affect the value of the assets;

(n) Until such time as the Respondents had fulfilled all obligations arising under the SPAs and the Promissory Notes, they would treat the Applicants fairly and comply with all agreements made between us in good faith;

(o) Until such time as the Respondents had paid all monies owing to the Applicants by way of the SPAs and Promissory Notes, First Global, to the extent it assumed outstanding liabilities by way of the TGP Canada SPA, would ensure the default of such liabilities did not result in the loss of assets belonging to any of those companies which the Respondents controlled, directly or indirectly, by way of the TGP Canada SPA;

(p) The Respondents would fulfil their fiduciary obligations to the Applicants until such time as they had complied with all of their obligations under the SPAs and the Promissory Notes.

110. The Respondents has acted in a manner that is in contravention, and is oppressive to all of the above expectations.

UNDERTAKING

111. I undertake to the Court to abide by any order this Court may make as to damages in the event that the Court later finds that the within Order has caused loss to the Respondents, and the Court determines that the Applicants ought to compensate the Respondents for such loss.

112. I make this affidavit for no improper purpose or delay but purely in in support of the Applicants' motion.

SWORN by Randy Hoffner of the City of Burlington, in the Province of Ontario, before me at the City of Hamilton, in the Province of Ontario, on October 18, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:
Kevin Mitchell
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Commissioner for Taking Affidavits
(or as may be)

DocuSigned by:
Randy Hoffner
2A5578C472D14EA...

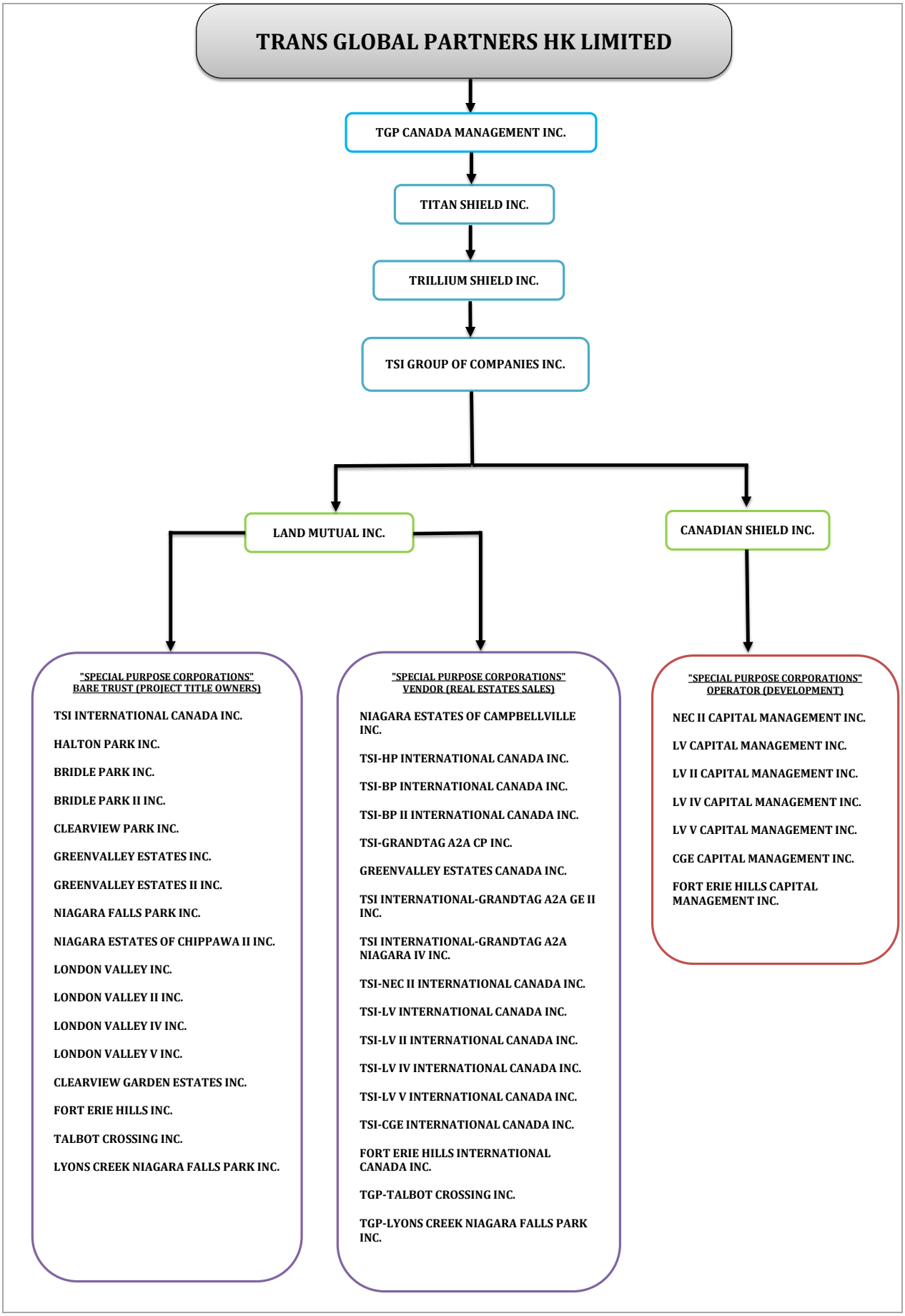
Randy Hoffner

This is Exhibit “001” referred to in the Affidavit of Randy Hoffner sworn by Randy Hoffner of the City of Burlington, in the Regional Municipality of Halton, before me at the City of Hamilton, in the Province of Ontario, on October 18, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

KEVIN MITCHELL

TSI/TGP CORPORATE STRUCTURE (CANADA)



PRIVATE AND CONFIDENTIAL - INTERNAL BOARD USE ONLY

This is Exhibit “008” referred to in the Affidavit of Randy Hoffner sworn by Randy Hoffner of the City of Burlington, in the Regional Municipality of Halton, before me at the City of Hamilton, in the Province of Ontario, on October 18, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

KEVIN MITCHELL

SHARE PURCHASE AGREEMENT

THIS AGREEMENT is made as of the 4th day of June, 2024.

AMONG:

TGP CANADA MANAGEMENT INC., a corporation existing under the laws of the Province of Ontario

Address: 77 City Centre Drive, Suite 602, Mississauga, Ontario L5B 1M5

(the "**Vendor**")

AND:

FIRST GLOBAL FINANCIAL CORP., a corporation existing under the laws of the Province of Ontario

Address: PH5-801 Lawrence Ave. East, Toronto, ON M3C 3W2

(the "**Purchaser**")

AND:

TITAN SHIELD INC., a corporation existing under the laws of the Province of Ontario

Address: 77 City Centre Drive, Suite 602, Mississauga, Ontario L5B 1M5

(the "**Titan Shield**")

AND:

2630306 ONTARIO INC. O/A PAYBANK FINANCIAL, a corporation existing under the laws of the Province of Ontario

Address: 100 King St W, Suite 5600, Toronto, Ontario M5X 1A9

(the "**PFI**")

AND:

TRANS GLOBAL PARTNERS LIMITED, a corporation existing under the laws of Hong Kong

Address: 77 City Centre Drive, Suite 602, Mississauga, Ontario L5B 1M5

(the "**TGP-HK**")

WHEREAS:

A. the Vendor is the registered, legal and beneficial owner of all of the issued and outstanding shares in the capital of Titan Shield (the "**Purchased Shares**");

B. the Vendor has agreed to sell and the Purchaser has agreed to purchase all of the Purchased Shares on the terms and conditions hereinafter set forth;

C. Titan Shield is the registered, legal and beneficial owner of all of the issued and outstanding shares in the capital of Trillium Shield Inc. ("**Trillium**") (the "**Corporation - Owned Shares**");

D. Trillium is the registered, legal and beneficial owner of all of the issued and outstanding shares in the capital of TSI Group of Companies Inc. ("**TSI Group**") (the "**Trillium - Owned Shares**");

E. TSI Group, directly or indirectly, is involved with Land Mutual Inc. ("**Land Mutual**"), and Canadian Shield Inc. ("**Canadian Shield**") (the "**TSI Group – Owned Shares**");

F. Land Mutual, directly or indirectly, is involved with the following subsidiary companies:

(i) TSI International Canada Inc.

(ii) Halton Park Inc.

(iii) Bridle Park Inc.

(iv) Bridle Park II Inc.

(v) Clearview Park Inc.

(vi) Greenvalley Estates Inc.

(vii) Greenvalley Estates II Inc.

(viii) Niagara Falls Park Inc.

(ix) Niagara Estates of Chippawa II Inc.

(x) London Valley Inc.

(xi) London Valley II Inc.

(xii) London Valley IV Inc.

(xiii) London Valley V Inc.

(xiv) Clearview Garden Estates Inc.

(xv) Fort Erie Hills Inc.

(xvi) Talbot Crossing Inc.

(xvii) Lyons Creek Niagara Falls Park Inc.

(xviii) Niagara Estates of Campbellville Inc.

(xix) TSI-HP International Canada Inc.

(xx) TSI-BP International Canada Inc.

(xxi) TSI-BP II International Canada Inc.

(xxii) TSI-Grandtag A2A CP Inc.

(xxiii) Greenvalley Estates Canada Inc.

(xxiv) TSI International-Grandtag A2A GE II Inc.

(xxv) TSI International-Grandtag A2A Niagara IV Inc.

(xxvi) TSI-NEC II International Canada Inc.

(xxvii) TSI-LV International Canada Inc.

(xxviii) TSI-LV II International Canada Inc.

(xxix) TSI-LV IV International Canada Inc.

(xxx) TSI-LV V International Canada Inc.

(xxxi) TSI-CGE International Canada Inc.

(xxxii) Fort Erie Hills International Canada Inc.

(xxxiii) TGP-Talbot Crossing Inc.

(xxxiv) TGP-Lyons Creek Niagara Falls Park Inc.

(collectively, the "**Land Mutual – Owned Shares**"); and

G. Canadian Shield, directly or indirectly, is involved with respect to each of the following subsidiary companies (together with the subsidiary companies listed in paragraph F, Land Mutual, Canadian Shield, TSI Group, Trillium, Titan Shield and the further subsidiary companies listed in paragraph G shall be collectively referred to as the "**Corporations**"):

(i) NEC II Capital Management Inc.

(ii) LV Capital Management Inc.

(iii) LV II Capital Management Inc.

(iv) LV IV Capital Management Inc.

(v) LV V Capital Management Inc.

(vi) CGE Capital Management Inc.

(vii) Fort Erie Hills Capital Management Inc.

(collectively the "**Canadian Shield – Owned Shares**").

NOW THEREFORE in consideration of the premises, covenants, agreements, representations and warranties herein contained (the receipt and adequacy of such consideration being mutually acknowledged by the parties hereto), the parties hereto covenant and agree as follows:

(1) **Purchase and Sale**

(a) Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in CAD (Canadian Dollars).

(b) The Vendor agrees to sell, and the Purchaser agrees to purchase all the rights, title, interest, and property of the Vendor in the Purchased Shares for an aggregate purchase price of $10,000.00 (the "**Purchase Price**"), payable by wire transfer using the Large Value Transfer System to the order of SimpsonWigle LAW LLP, in trust, within seven (7) days of Closing.

(c) The Vendor, directly and indirectly, holds syndicated investment certificates/units valued at $100,000,000.00 and PFI has agreed with TGP-HK and the Purchaser to acquire all of the issued certificates/units and to provide an unconditional guarantee on the repayment of the purchaser certificates/units to the approximate 3,000 investors. The form of the guarantee is set out in Exhibit A.

(d) The Purchaser agreeing to pay all legal costs on this matter which to date requires an additional amount of $100,000.00 to the order of SimpsonWigle LAW LLP payable by wire transfer using the Large Value Transfer System, within seven (7) days of Closing.

(2) **Vendor Statements for Information Purposes only**

The Vendor states for information purposes only and on an "as is, where as" basis, it being understood that the Purchaser is relying entirely and solely upon its own inspection and investigation with respect to the Corporations, as follows:

(a) The Purchased Shares transferred to the Purchaser are subject to the Purchaser's compliance with and assumption with respect to the:

(i) existing investor/ownership agreements in place involving approximately three thousand (3,000) investors;

(ii) compliance with any and all requirements under the OSC (as that term is defined herein) or any foreign regulatory compliance with respect thereto;

(iii) abiding by and completing the Closing of a certain property owned by Greenvalley Estates II Inc. and Greenvalley Estates Inc. in accordance with an agreement of purchase and sale dated August 9, 2022, amended by an amending agreement dated as of February 28, 2023 with Dancor Lands Corporation and of which has been voted and approved by the existing 3,000 investors;

(iv) compliance with the investors' vote with respect to the receivership properties involving: Bridle Park II Inc., Bridle Park Inc., Clearview Park Inc., and Clearview Garden Estates Inc.;

(v) coordination with TGP-HK to attend to the settlement and conclusion of an existing lawsuit put forth by one investor in Japan and in which such suit has a value of approximately $20,000,000.00

(vi) payment of outstanding amount of approximately $2,727,494.69 million less approximately $517,698.00 already paid to A2A Capital Management Pte Limited with respect to the prepaid development charges paid on the Stayner properties;

(vii) assumption of leases on certain properties owned by applicable Corporations related to farming; and

(viii) outstanding tax litigation matter detailed in section (2)(c)(i).

(b) The following outstanding liabilities with respect to the applicable Corporations' known to the Vendor and in which the Purchaser has agreed to assume at its sole cost and expense:

(i) With respect to Bridle Park II Inc., Bridle Park Inc., Clearview Park Inc., and Clearview Garden Estates Inc. payment of outstanding amount of approximately $2,727,494.69 million less approximately $517,698.00 already paid to A2A Capital Management Pte Limited with respect to the development credits paid on the Stayner properties;

(ii) The Vendor has an amount of approximately $2,475.24 owing to the CRA with respect to HST owing;

(iii) The Vendor has an amount of approximately $12,932.31 owing to MNP with respect to accounting services for annual returns on the applicable Corporations;

(iv) TSI-HP International Canada Inc. has an amount owing of approximately $50,000.00 to the CRA with respect to corporate income tax for the period of 2021, 2022 and 2023 however $59,000.00 in tax credits (HST rebate) are currently being held by the CRA with respect to this matter;

(v) TSI-BP II International Canada Inc. has an amount owing of approximately $8,536.26 to the CRA with respect to corporate income tax for period 2022;

(vi) TSI-LV International Canada Inc has an amount owing to the CRA with respect to the 2012 corporate income tax assessment as detailed below in section (2)(c)(i);

(vii) TSI-CGE International Canada Inc. has an amount owing of approximately $7,903.76 to the CRA;

(viii) TGP-Talbot Crossing Inc. has an amount owing of approximately $7,500.00 to the CRA;

(ix) TSI International Canada Inc. has an amount owing of approximately $6,923.23 with respect to outstanding property taxes with respect to the property located at 9063 Twiss Road, Campbellville, Ontario, L0P 1B0;

(x) Greenvalley Estates Inc. has an amount owing of approximately $14,318.54 with respect to outstanding property taxes with respect to the property located at 4423 Highbury Avenue South, London, Ontario;

(xi) Greenvalley Estates II Inc. has an amount owing of approximately $25,117.56 with respect to outstanding property taxes with respect to the property located at 2310 Dingman Drive, London, Ontario;

(xii) Niagara Falls Park Inc. has an amount owing of approximately $13,216.17 with respect to outstanding property taxes with respect to the property located at 5021 Garner Road, Niagara Falls, Ontario;

(xiii) London Valley Inc. has an amount owing of approximately $9,141.92 with respect to outstanding property taxes with respect to the property located at 5318 Colonel Talbot Road, London, Ontario;

(xiv) London Valley II Inc. has an amount owing of approximately $8,254.62 with respect to outstanding property taxes with respect to the property located at 6172 Colonel Talbot Road, London, Ontario;

(xv) London Valley IV Inc. has an amount owing of approximately $1,824.42 with respect to outstanding property taxes with respect to the property located at 6211 Colonel Talbot Road, London, Ontario;

(xvi) London Valley V Inc. has an amount owing of approximately $3,823.03 with respect to outstanding property taxes with respect to the property located at Wonderland Road South of Hwy 401, London, Ontario;

(xvii) Talbot Crossing Inc. has an amount owing of approximately $2,501.73 with respect to outstanding property taxes with respect to the property located at 5980 Colonel Talbot Road, London, Ontario;

(xviii) Lyons Creek Niagara Falls Park Inc. has an amount owing of approximately $16,596.80 with respect to outstanding property taxes with respect to the property located at Pt Lot 15 & 16 Con 4 Willoughby, Niagara Falls, Ontario;

(xix) Niagara Falls Park Inc. is under a notice of sale instituted by Dennis Blain and Lakefront Developments Inc. for monies owing of approximately $5,934,495.00. In accordance with the service of notice of sale and the property has been sold to RA-Tech CAD Services Inc., pursuant to an agreement of purchase and sale dated April 11, 2024 for the sale price of $10,000,000.00;

(xx) Niagara Estates of Chippawa II Inc. is in default under the mortgage in favour of 2229815 Ontario Ltd. for monies owing of approximately $6,288,381.00. A notice of sale has been served on this matter;

(xxi) Liability or debt accruals of the Corporations in the normal course and not specifically set out herein.

(c) The following outstanding legal actions of which the Vendor is aware and the Purchaser has agreed to assume, discharge and undertake as detailed below:

(i) The CRA has taken the position that the advertising and promotion expenses claimed by TSI-LV International Canada Inc. for the TSI project in the 2012 corporate income tax assessment were not deductible under the *Income Tax Act*. The amount of the deduction that has been disallowed by the CRA is approximately $1,078,493.00 and as of April 2017 the corporate tax owing on that amount is approximately $351,925.09 plus any penalties or interest that may be chargeable on this amount;

(ii) Coordination with TGP-HK to attend to the settlement and conclusion of an existing lawsuit put forth by one investor having a value of approximately $20,000,000.00

(iii) Bridle Park II Inc., Bridle Park Inc., Clearview Park Inc., and Clearview Garden Estates Inc. are involved in a receivership proceeding involving CBJ Developments, CBJ-Clearview Garden Estate Inc. and CBJ-Bridle Park II Inc. involving outstanding monies owing in the approximate amount of $27,981,805;

(iv) Notice of sale proceedings referenced in section (2)(b)(xix) – (xx).

(d) Benefit of the following securities:

(i) Charge/Mortgage, Instrument No. YR3666111 in favour of Fort Erie Hills Inc., Bridle Park Inc., Bridle Park II Inc., Clearview Garden Estates Inc., Clearview Park Inc., as joint account, as further amended by a charge amending agreement, Instrument No. YR3670957 and additional secured party, Halton Park Inc.;

(ii) Limited Guarantee from Vincent Salvatore of $8,000,000, supported by PPSA registration no. 504403011;

(iii) Share Pledge of First Global Financial Corp., and supported by PPSA registration no. 504402984

(iv) Promissory note from First Global Financial Corp. in favour of Halton Park Inc. in the amount of $7,800,000.

(e) Based on the Corporate Profiles retrieved during the month of May 2024, the Corporations are active and existing.

(f) The Vendor is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).

(g) With respect to the real estate properties owned by the Corporations, the following is acknowledged and assumed by the Purchaser:

(i) title to the properties on Closing will be subject to existing liens and encumbrances including any registered restrictions or covenants that run with the land; any registered municipal agreements and registered agreements with publicly regulated utilities or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services;

(ii) the Purchaser has relied and shall continue to rely entirely and solely upon its own inspections and investigations with respect to the properties including, without limitation, the physical and environmental condition of the properties and the Purchaser acknowledges it is not relying on any information furnished by the Vendor or any other person on behalf of or at the direction of the Vendor in connection therewith; and

(iii) the properties being purchased by the Purchaser is being acquired on an “as is, where is” with all faults basis as of the date hereof and without any express or implied agreement, representation or warranty of any nature or kind whatsoever as to the title, condition, area, suitability for development, physical characteristics, profitability, use or zoning, the existence of latent or patent defects, any environmental matter or as to the correctness, accuracy, currency or completeness of any information or documentation supplied or to be supplied in connection with the properties and, without limiting the generality of the foregoing, the Purchaser hereby indemnifies and releases the Vendor, its directors, officers, including the directors and officers of the subsidiary corporations, its agents, representatives, successors and assigns with respect to any claims (whether under tort or contract) that the Purchaser may have regarding the properties or the currency, completeness, correctness or accuracy of any documents provided by the Vendor to the Purchaser pursuant to this Agreement.

(3) **Representations and Warranties of the Purchaser**

As at the time of Closing, the Purchaser represents and warrants to the Vendor as follows and confirms that the Vendor is relying upon the accuracy of each of such representations and warranties in connection with its sale of the Purchased Shares and the completion of the other transactions hereunder:

(a) **Corporate Authority and Binding Obligation.** The Purchaser is a corporation duly incorporated and validly subsisting in all respects under the laws of the Province of Ontario. The Purchaser has good right, full power and absolute authority to enter into this Agreement and to purchase the Purchased Shares from the Vendors in the manner contemplated herein and to perform all of its obligations under this Agreement. The Purchaser and its shareholders and board of directors have taken all necessary or desirable actions, steps and corporate and other proceedings to approve or authorize, validly and effectively, the entering into, and the execution, delivery and performance of, this Agreement, and the purchase of the Purchased Shares by the Purchaser from the Vendors. This Agreement is legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms subject to:

(i) bankruptcy, insolvency, moratorium, reorganization and other laws relating to or affecting the enforcement of creditors' rights generally, and

(ii) the fact that equitable remedies, including the remedies of specific performance and injunction, may only be granted in the discretion of a court.

(b) **Contractual and Regulatory Approvals.** The Purchaser is not under any obligation, contractual or otherwise, to request or obtain the consent of any person, and no permits, licences, certifications, authorizations or approvals of, or notifications to, any federal, provincial, municipal or local government or governmental agency, board, commission or authority are required to be obtained by the Purchaser in connection with the execution, delivery or performance by the Purchaser of this Agreement, or the completion of any of the transactions contemplated herein.

(c) **Compliance with Constating Documents, Agreements and Laws.** The execution, delivery and performance of this Agreement, and each of the other agreements contemplated or referred to herein by the Purchaser, and the completion of the transactions contemplated hereby, will not constitute or result in a violation or breach of or default under

(i) any term or provision of any of the articles, by-laws or other constating documents of the Purchaser;

(ii) the terms of any indenture, agreement (written or oral), instrument or understanding or other obligation or restriction to which the Purchaser is a party or by which it is bound; or

(iii) any term or provision of any licenses, registrations or qualification of the Purchaser or any order of any court, governmental authority or regulatory body or any applicable law or regulation of any jurisdiction.

(d) **Investment Canada Act.** The Purchaser is not a *"non-Canadian"* for purposes of and within the meaning of the *Investment Canada Act* (Canada).

(4) **Covenants by the Vendor.** The Vendor covenants to the Purchaser that it will do or cause to be done the following:

(a) **Transfer of Purchased Shares.** At or before the Closing Time, the Vendor will execute a stock transfer form to permit the Purchased Shares to be transferred to the Purchaser.

(b) **Deliveries.** At the Closing Time, the Vendor will execute and deliver to the Purchaser, or will cause to be executed and delivered to the Purchaser, where applicable, such documents as may be necessary to complete the said transactions, all in a form satisfactory to the Purchaser and the Purchaser's Solicitor acting reasonably, including, without limitation:

(i) Resignation of each director and officer of all of the Corporations being transferred with full unconditional indemnity by the Purchaser and PFI in the form of draft attached hereto as Schedule (4)(b)(i); and

(ii) Authorizing resolutions of the Vendor and Titan Shield.

(5) **Covenants by the Purchaser.** The Purchaser covenants to the Vendor that it will do or cause to be done the following:

(a) **Regulatory Compliance.** The Vendor and TGP-HK are each not registered with the Ontario Securities Commission ("**OSC**") or any foreign regulatory compliance commission ("**Other Regulators**"). The Purchaser and PFI shall be solely responsible for and liable with respect to ensuring full compliance with all pertinent regulatory bodies and requirements regarding the enforcement and regulation of securities and investments including but not limited to the OSC, Other Regulators, investor disclosures, securities issuance, and adherence to anti-money laundering protocols.

(b) **Deliveries.** At the Closing Time, the Purchaser will execute and deliver to the Vendor, or will cause to be executed and delivered to the Vendor, where applicable, such documents as may be necessary to complete the said transactions, all in a form satisfactory to the Vendor's solicitor, including, without limitation:

(i) A guarantee in the amount of capped at $100,000,000.00 CDN from PFI to TGP-HK, its directors, officers and shareholders including the directors and officers of all the Corporations being transferred in the form of draft attached hereto as Exhibit A;

(ii) Acknowledgement by Purchaser and PFI that all records with respect to all the Corporations being transferred including all related investor documents will be delivered on an "as is where as" basis all of which are being delivered on an "as is, where as" basis with all faults basis as of the date hereof and without any express or implied agreement, representation or warranty of any nature or kind whatsoever as to the title, condition, area, suitability for development, physical

characteristics, profitability, use or zoning, the existence of latent or patent defects, any environmental matter or as to the correctness, accuracy, currency or completeness of any information or documentation supplied or to be supplied in connection with the companies and, without limiting the generality of the foregoing, Purchaser and PFI hereby indemnifies and releases TGP-HK, its directors, officers, its agents, representatives, successors and assigns including the directors and officers of all of the Corporations under this transaction with respect to any claims (whether under tort or contract) that Purchaser and PFI may have regarding the Corporations or the currency, completeness, correctness or accuracy of any documents provided by the Vendor or TGP-HK to Purchaser and PFI. Purchaser and PFI have each relied upon and shall continue to rely entirely and solely upon its own inspections and investigations with respect to the Corporations including, without limitation, the physical and environmental condition of the properties each applicable entity corporation may own and Purchaser and PFI acknowledge each it is not relying on any information furnished by the Vendor or TGP-HK or any other person on behalf of or at the direction of the Vendor or TGP-HK in connection therewith in the form of draft attached hereto as Schedule (5)(b)(ii);

(iii) Indemnity Agreement with respect to TGP-HK, its directors, officers and shareholders including the directors and officers of all the Corporations under this Agreement in the form of draft attached hereto as Schedule (5)(b)(iii);

(iv) Acknowledgement and Agreement that the Corporations are being purchased on an “as is, where as” basis without representations or warranties by the Vendor, TGP-HK, its directors or shareholders including the directors and officers of all of the Corporations under this Agreement in the form of draft attached hereto as Schedule (5)(b)(iv);

(v) Full and Final release in favour of TGP-HK, its directors, officers and shareholders including the directors and officers of all of the Corporations under this Agreement in the form of draft attached hereto as Schedule (5)(b)(v);

(vi) Payment of the amounts payable in accordance with section (1);

(vii) Within two (2) business days of the Closing copies of all notice of change with respect to officers and directors of all Corporations; and

(viii) Assumption of the Ontario Lease.

(6) **Covenants by PFI.** PFI covenants to the Vendor and the Purchaser as follows:

(a) PFI shall coordinate with the Purchaser and be responsible and liable with respect to ensuring full compliance with all pertinent regulatory bodies and requirements regarding the enforcement and regulation of securities and investments including but not limited to the OSC, Other Regulators, investor disclosures, securities issuance, and adherence to anti-money laundering protocols.

(b) PFI shall guarantee the payment of the sum of capped at $100,000,000.00 CDN to the existing approximate 3,000 investors throughout and during the 36 month period subsequent to the Closing and provide proof of such guarantee to TGP-HK including copies of all notices, and announcements with respect to the foregoing;

(c) PFI or its approved representative shall issue the required public announcement to investors and provide copies of such announcement to TGP-HK; and

(d) PFI shall guarantee the certificate or units' validity on the market and/or at a discounted price to investors and shall unconditionally indemnify TGP-HK, its directors, officers, shareholders including the directors and officers of all the Corporations under this Agreement from all lawsuits or legal actions that may result without a monetary limitation. The form of this indemnity is included within the guarantee in Exhibit A.

(7) **Closing.** The closing of the purchase and sale of the Purchased Shares (the "**Closing**") will take place on June 4, 2024 (the "**Closing Date**") virtually by electronic means or by such other means and at such place as may be agreed to in writing by the parties. Time of closing in this Agreement shall be 12:01 am on the Closing Date.

(8) **Finder's Fees.** No party to this Agreement will pay any type of finder's fee to any other party to this Agreement or to any other individual in connection to this Agreement.

All parties to this Agreement warrant and represent that no investment banker or broker or other intermediary has facilitated the transaction contemplated by this Agreement and is entitled to a fee or commission in connection with said transaction. All parties to this Agreement indemnify and hold harmless all other parties to this Agreement in connection with any claims for brokerage fees or other commissions that may be made by any party pertaining to this Agreement.

(9) **Dividend and Voting Rights.** Any dividends earned by the Purchased Shares and payable before the Closing will belong to the Vendor and TGP-HK and any dividends earned by the Purchased Shares being sold to the Purchaser and payable after the Closing of this Agreement will belong to the Purchaser (if declared by the board of directors). Any rights to vote attached to the Purchased Shares will belong to the Vendor before the Closing and will belong to the Purchaser after the Closing.

(10) **Preparation of Closing Date Financial Statements.** As promptly as practicable, but no later than ninety (90) days after the Closing Date, the Vendor shall instruct TGP-HK, at the Purchaser's sole expense, to cause the Corporations accountant, Frank Jasek, MNP, to commence the preparation of unaudited financial statements of the Corporations as at the Closing Date (the "**Closing Date Financial Statements**"), including the balance sheet, statements of retained earnings, statement of operations and notes to the financial statements, all prepared in accordance with the accounting principles so described and promulgated by the CPA in the "CPA Handbook" at the relevant time, or any successor institute applied on a consistent basis, or in the event that the matter is not covered in the CPA Handbook, principles having general acceptance among accounting principles at the relevant time ("**ASPE**"), consistently applied.

(11) **Filing with Canada Revenue Agency.** Upon the completion and final settlement of the Closing Date Financial Statements, the Purchaser shall, at their sole expense, cause the tax returns to be prepared and filed with Canada Revenue Agency along with the payment of any taxes owing. The Purchaser agrees to provide proof to TGP-HK thereof. Copies of the Closing Date Financial Statements and the tax returns shall be provided to TGP-HK.

(12) **Governing Law.** The Purchaser and the Vendor submit to the jurisdiction of the courts of the Province of Ontario for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the Province of Ontario.

(13) **Miscellaneous**

(a) Time is of the essence in this Agreement.

(b) This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

(c) All warranties and representations of the Purchaser connected with this Agreement will survive the Closing.

(d) This Agreement will not be assigned either in whole or in part by any party to this Agreement without the written consent of the other party.

(e) Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

(f) If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

(g) This Agreement contains the entire agreement between the parties. All negotiations and understandings have been included in this Agreement. Statements or representations which may have been made by any party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.

(h) This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Vendor, TGP-HK and the Purchaser and their respective successors, assigns, executors, administrators, beneficiaries, and representatives.

(i) All notices, requests, demands or other communications required or permitted to be given by or on behalf of one Party to or on behalf of another party under this Agreement (each, a "Notice") shall be given in writing and delivered by personal delivery or delivery by recognized national courier, sent by electronic mail (no bounce back) or delivered by registered mail, postage prepaid, addressed as follows: delivered personally to an officer or director of such party or to such other address or electronic mail address of which the addressee may from time to time notify the addressor. Any Notice delivered by personal delivery or by courier to the party to whom it is addressed as provided above shall be deemed to have been given and received on the day it is so delivered at such address; provided, however, that if such day is not a Business Day, or if the Notice is received after 4:00 p.m., then the Notice shall be deemed to have been given and received on the next Business Day. Any Notice sent by prepaid registered mail shall be deemed to have been given and received on the 5th Business Day following the date of its mailing. Any Notice transmitted by email shall be deemed to have been given and received on the day in which transmission is sent (no bounce back); provided, however, that if such day is not a Business Day or if the email transmission is received after 4:00 p.m., then the Notice shall be deemed to have been given and received on the next Business Day. For the purposes of this section, "Business Day" means any day, other than a Saturday, Sundy or any other day on which the principal chartered banks located in the City of Toronto, Ontario are not open for business during normal banking hours.

(j) All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

[Signature page to follow]

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first written above.

TGP CANADA MANAGEMENT INC.

Per: DocuSigned by: Randy Hoffner 2A5578C472D14EA...
Randy Hoffner
I have authority to bind the corporation

FIRST GLOBAL FINANCIAL CORP.

Per: DocuSigned by: 2D87AEFA8FAE464...
Elena Salvatore
I have authority to bind the corporation

TITAN SHIELD INC.

Per: DocuSigned by: Randy Hoffner 2A5578C472D14EA...
Randy Hoffner
I have authority to bind the corporation

2630306 ONTARIO INC. O/A PAYBANK FINANCIAL

Per: DocuSigned by: Ben Pilehver 90745ED92A924C4...
Behzad Pilehver
I have authority to bind the corporation

TRANS GLOBAL PARTNERS LIMITED

Per: DocuSigned by:
4751 35FE30794C4...
Timothy Shields
I have authority to bind the corporation

DocuSign Envelope ID: CCF00F66-3C80-4742-A53E-A388AFDEBF70

EXHIBIT A

GUARANTEE

SCHEDULES

Schedule (4)(b)(i)	Resignations of directors and officers of the Corporations
Schedule (5)(b)(ii)	Acknowledgement by Purchaser and PFI
Schedule (5)(b)(iii)	Indemnity Agreement
Schedule (5)(b)(iv)	Full and Final Release

This is Exhibit “009” referred to in the Affidavit of Randy Hoffner sworn by Randy Hoffner of the City of Burlington, in the Regional Municipality of Halton, before me at the City of Hamilton, in the Province of Ontario, on October 18, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

KEVIN MITCHELL

SHARE PURCHASE AGREEMENT

THIS AGREEMENT is made as of the 4th day of June, 2024.

AMONG:

TRANS GLOBAL PARTNERS LIMITED (H.K.), a corporation existing under the laws of the special administrative region of Hong Kong

Address: 77 City Centre Drive, Suite 602, Mississauga, Ontario L5B 1M5

(the "**Vendor**")

AND:

TGP CANADA MANAGEMENT INC., a corporation existing under the laws of the Province of Ontario

Address: 77 City Centre Drive, Suite 602, Mississauga, Ontario L5B 1M5

(the "**TGP**")

AND:

2630306 ONTARIO INC. O/A PAYBANK FINANCIAL, a corporation existing under the laws of the Province of Ontario

Address: 100 King St W, Suite 5600, Toronto, Ontario M5X 1A9

(the "**Purchaser**")

AND:

FIRST GLOBAL FINANCIAL CORP., a corporation existing under the laws of the Province of Ontario

Address: PH5-801 Lawrence Ave. East, Toronto, ON M3C 3W2

(the "**FGFC**")

WHEREAS:

A. the Vendor is the registered, legal and beneficial owner of all of the issued and outstanding shares in the capital of TGP (the "**Purchased Shares**"); and

B. the Vendor has agreed to sell and the Purchaser has agreed to purchase all of the Purchased Shares on the terms and conditions hereinafter set forth.

NOW THEREFORE in consideration of the premises, covenants, agreements, representations and warranties herein contained (the receipt and adequacy of such consideration being mutually acknowledged by the parties hereto), the parties hereto covenant and agree as follows:

(1) **Purchase and Sale**

(a) Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in CAD (Canadian Dollars).

(b) The Vendor agrees to sell, and the Purchaser agrees to purchase all the rights, title, interest, and property of the Vendor in the Purchased Shares for an aggregate purchase price of $10,000.00 (the "**Purchase Price**"), payable by wire transfer to the order of SimpsonWigle LAW LLP, in trust.

(c) The Vendor, directly and indirectly, holds syndicated investment certificates/units valued at $143,000,000.00 USD and PFI has agreed with the Vendor and the Purchaser to acquire all of the issued certificates/units and to provide an unconditional guarantee capped at $100,000,000.00 CDN on the repayment of the purchaser certificates/units within 36 months after closing to the approximate 3,000 investors. The form of the guarantee is set out in Exhibit A.

(2) **Vendor Statements for Information Purposes only**

The Vendor states for information purposes only and on an "as is, where as" basis, it being understood that the Purchaser is relying entirely and solely upon its own inspection and investigation with respect to the Corporations, as follows:

(a) The Purchased Shares transferred to the Purchaser are subject to the Purchaser's compliance with and assumption with respect to the:

(i) existing investor/ownership agreements in place involving approximately three thousand (3,000) investors;

(ii) compliance with any and all requirements under the OSC (as that term is defined herein) or any foreign regulatory compliance commission with respect thereto;

(iii) abiding by and completing the closing of a certain property owned by Greenvalley Estates II Inc. and Greenvalley Estates Inc. in accordance with an agreement of purchase and sale dated August 9, 2022, amended by an amending agreement dated as of February 28, 2023 with Dancor Lands Corporation and of which has been voted and approved by the existing 3,000 investors;

(iv) compliance with the investors' vote with respect to the receivership properties involving: Bridle Park II Inc., Bridle Park Inc., Clearview Park Inc., and Clearview Garden Estates Inc.;

(v) coordination with the Vendor to attend to the settlement and conclusion of an existing lawsuit put forth by one investor in Japan and in which such suit has a value of approximately $20,000,000.00 included in $100,000,000.00 CDN guarantee;

(vi) outstanding tax litigation matter detailed in section (2)(c)(i).

(b) The following outstanding liabilities known to the Vendor and in which the Purchaser has agreed to assume and discharge at its sole cost and expense:

(i) TGP has an amount of approximately $2,475.24 owing to the CRA with respect to HST owing;

(ii) TGP has an amount of approximately $12,932.31 owing to MNP with respect to accounting services for annual returns on the applicable Corporations;

(iii) Liability or debt accruals of TGP in the normal course and not specifically set out herein.

(c) The following outstanding legal actions of which the Vendor is aware of and the Purchaser has agreed to assume, discharge and undertake as detailed below:

(i) The CRA has taken the position that the advertising and promotion expenses claimed by previous subsidiary, TSI-LV International Canada Inc., for the TSI project in the 2012 corporate income tax assessment were not deductible under the *Income Tax Act*. The amount of the deduction that has been disallowed by the CRA is approximately $1,078,493.00 and as of April 2017 the corporate tax owing on that amount is approximately $351,925.09 plus any penalties or interest that may be chargeable on this amount;

(ii) Coordination with the Vendor to attend to the settlement and conclusion of an existing lawsuit put forth by one investor having a value of approximately $20,000,000.00 included in $100,000,000.00 CDN guarantee provided to TGP.

(d) Based on the Corporate Profile retrieved on May 13, 2024, TGP is active and existing.

(3) **Representations and Warranties of the Purchaser**

As at the time of closing, the Purchaser represents and warrants to the Vendor as follows and confirms that the Vendor is relying upon the accuracy of each of such representations and warranties in connection with its sale of the Purchased Shares and the completion of the other transactions hereunder:

(a) **Corporate Authority and Binding Obligation.** The Purchaser is a corporation duly incorporated and validly subsisting in all respects under the laws of the Province of Ontario. The Purchaser has good right, full power and absolute authority to enter into this Agreement and to purchase the Purchased Shares from the Vendors in the manner contemplated herein and to perform all of its obligations under this Agreement. The Purchaser and its shareholders and board of directors have taken all necessary or desirable actions, steps and corporate and other proceedings to approve or authorize, validly and effectively, the entering into, and the execution, delivery and performance of, this Agreement, and the purchase of the Purchased Shares by the Purchaser from the Vendors. This Agreement is legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms subject to:

(i) bankruptcy, insolvency, moratorium, reorganization and other laws relating to or affecting the enforcement of creditors' rights generally, and

(ii) the fact that equitable remedies, including the remedies of specific performance and injunction, may only be granted in the discretion of a court.

(b) **Contractual and Regulatory Approvals.** The Purchaser is not under any obligation, contractual or otherwise, to request or obtain the consent of any person, and no permits, licences, certifications, authorizations or approvals of, or notifications to, any federal, provincial, municipal or local government or governmental agency, board, commission or authority are required to be obtained by the Purchaser in connection with the execution, delivery or performance by the Purchaser of this Agreement, or the completion of any of the transactions contemplated herein.

(c) **Compliance with Constating Documents, Agreements and Laws.** The execution, delivery and performance of this Agreement, and each of the other agreements contemplated or referred to herein by the Purchaser, and the completion of the transactions contemplated hereby, will not constitute or result in a violation or breach of or default under

(i) any term or provision of any of the articles, by-laws or other constating documents of the Purchaser;

(ii) the terms of any indenture, agreement (written or oral), instrument or understanding or other obligation or restriction to which the Purchaser is a party or by which it is bound; or

(iii) any term or provision of any licenses, registrations or qualification of the Purchaser or any order of any court, governmental authority or regulatory body or any applicable law or regulation of any jurisdiction.

(d) **Investment Canada Act.** The Purchaser is not a *"non-Canadian"* for purposes of and within the meaning of the *Investment Canada Act* (Canada).

(4) **Covenants by the Vendor.** The Vendor covenants to the Purchaser that it will do or cause to be done the following:

(a) **Transfer of Purchased Shares.** At or before the Closing Time, the Vendor will execute a stock transfer form to permit the Purchased Shares to be transferred to the Purchaser.

(b) **Deliveries.** At the Closing Time, the Vendor will execute and deliver to the Purchaser, or will cause to be executed and delivered to the Purchaser, where applicable, such documents as may be necessary to complete the said transactions, all in a form satisfactory to the Purchaser and the Purchaser's Solicitor acting reasonably, including, without limitation:

(i) Resignation of each director and officer of TGP with full unconditional indemnity by the Purchaser and PFI in the form of draft attached hereto as Schedule (4)(b)(i); and

(ii) Authorizing resolutions of the Vendor and TGP.

(5) **Covenants by the Purchaser.** The Purchaser covenants to the Vendor that it will do or cause to be done the following:

(a) **Regulatory Compliance.** The Vendor and TGP are each not registered with the Ontario Securities Commission ("**OSC**") or any foreign regulatory compliance commission ("**Other Regulators**"). The Purchaser and FGFC shall be solely responsible for and liable with respect to ensuring full compliance with all pertinent regulatory bodies and requirements regarding the enforcement and regulation of securities and investments including but not limited to the OSC, Other Regulators, investor disclosures, securities issuance, and adherence to anti-money laundering protocols.

(b) **Deliveries.** At the Closing Time, the Purchaser will execute and deliver to the Vendor, or will cause to be executed and delivered to the Vendor, where applicable, such documents as may be necessary to complete the said transactions, all in a form satisfactory to the Vendor's solicitor, including, without limitation:

(i) A guarantee in the amount of $100,000,000.00 CDN including an ongoing lawsuit of $20,000,000.00 from the Purchaser to Vendor, its directors, officers and shareholders including the directors and officers of all the Corporations being transferred in the form of draft attached hereto as Exhibit A;

(ii) Acknowledgement by Purchaser and FGFC that they are in receipt of all records with respect to TGP being transferred including all related investor documents all of which are being delivered on an "as is, where as" basis with all faults basis as of the date hereof and without any express or implied agreement, representation or warranty of any nature or kind whatsoever as to the title, condition, area, suitability for development, physical characteristics, profitability, use or zoning, the existence of latent or patent defects, any environmental matter or as to the correctness, accuracy, currency or completeness of any information or documentation supplied or to be supplied in connection with the companies and, without limiting the generality of the foregoing, Purchaser and FGFC hereby indemnifies and releases the Vendor, its directors, officers, its agents, representatives, successors and assigns including the directors, officers and shareholders of the previous subsidiary corporations which was sold to FGFC with

respect to any claims (whether under tort or contract) that Purchaser and FGFC may have regarding TGP or the currency, completeness, correctness or accuracy of any documents provided by the Vendor to Purchaser and FGFC. Purchaser and FGFC have each relied upon and shall continue to rely entirely and solely upon its own inspections and investigations with respect to TGP including, without limitation, the physical and environmental condition of the properties each applicable entity corporation may own and Purchaser and FGFC acknowledge each it is not relying on any information furnished by the Vendor or any other person on behalf of or at the direction of the Vendor in connection therewith in the form of draft attached hereto as Schedule (5)(b)(ii);

(iii) Indemnity Agreement with respect to the Vendor, its directors, officers and shareholders including the directors and officers of the previous subsidiary corporations which was sold to FGFC in the form of draft attached hereto as Schedule (5)(b)(iii);

(iv) Acknowledgement and Agreement that TGP is being purchased on an “as is, where as” basis without representations or warranties by the Vendor, its directors or shareholders including the directors and officers of all of the previous subsidiary corporations which was sold to FGFC in the form of draft attached hereto as Schedule (5)(b)(ii);

(v) Full and Final release in favour of the Vendor, its directors, officers and shareholders including the directors and officers of all of the previous subsidiary corporations which was sold to FGFC in the form of draft attached hereto as Schedule (5)(b)(v);

(vi) Payment of the Purchase Price in accordance with section (1);

(vii) Within two (2) business days of the Closing copies of the notice of change with respect to officers and directors of TGP.

(c) The Purchaser shall coordinate with FGFC and be responsible and liable with respect to ensuring full compliance with all pertinent regulatory bodies and requirements regarding the enforcement and regulation of securities and investments including but not limited to the OSC, Other Regulators, investor disclosures, securities issuance, and adherence to anti-money laundering protocols; and

(d) The Purchaser shall guarantee the payment of the sum of $100,000,000.00 CDN to the existing approximate 3,000 investors to be paid throughout and during the 36-month period subsequent to Closing and provide proof of such guarantee to the Vendor including copies of all notices, and announcements with respect to the foregoing;

(e) The Purchaser or its approved representative shall issue the required public announcement to investors and provide copies of such announcement to the Vendor; and

(f) The Purchaser shall guarantee the certificate or units’ validity on the market and/or at a discounted price to investors and shall unconditionally indemnify the Vendor, its

directors, officers, shareholders including the directors and officers of all the previous subsidiary corporations transferred to FGFC from all lawsuits or legal actions that may result without a monetary limitation. The form of this indemnity is included within the guarantee in Exhibit A.

(6) **Closing.** The closing of the purchase and sale of the Purchased Shares (the "**Closing**") will take place on June 4, 2024 (the "**Closing Date**") virtually by electronic means or by such other means and at such place as may be agreed to in writing by the parties. Time of closing in this Agreement shall be 1:00 am on the Closing Date.

(7) **Finder's Fees.** No party to this Agreement will pay any type of finder's fee to any other party to this Agreement or to any other individual in connection to this Agreement.

All parties to this Agreement warrant and represent that no investment banker or broker or other intermediary has facilitated the transaction contemplated by this Agreement and is entitled to a fee or commission in connection with said transaction. All parties to this Agreement indemnify and hold harmless all other parties to this Agreement in connection with any claims for brokerage fees or other commissions that may be made by any party pertaining to this Agreement.

(8) **Dividend and Voting Rights.** Any dividends earned by the Purchased Shares and payable before the Closing will belong to the Vendor and any dividends earned by the Purchased Shares being sold to the Purchaser and payable after the Closing of this Agreement will belong to the Purchaser (if declared by the board of directors). Any rights to vote attached to the Purchased Shares will belong to the Vendor before the Closing and will belong to the Purchaser after the Closing.

(9) **Preparation of Closing Date Financial Statements.** As promptly as practicable, but no later than ninety (90) days after the Closing Date, the Vendor shall instruct, at the Purchaser's sole expense, to cause TGP's accountant, Frank Jasek, MNP, to commence the preparation of unaudited financial statements of TGP as at the Closing Date (the "**Closing Date Financial Statements**"), including the balance sheet, statements of retained earnings, statement of operations and notes to the financial statements, all prepared in accordance with the accounting principles so described and promulgated by the CPA in the "CPA Handbook" at the relevant time, or any successor institute applied on a consistent basis, or in the event that the matter is not covered in the CPA Handbook, principles having general acceptance among accounting principles at the relevant time ("**ASPE**"), consistently applied.

(10) **Filing with Canada Revenue Agency.** Upon the completion and final settlement of the Closing Date Financial Statements, the Purchaser shall, at their sole expense, cause the tax returns to be prepared and filed with Canada Revenue Agency along with the payment of any taxes owing. The Purchaser agrees to provide proof to the Vendor thereof. Copies of the Closing Date Financial Statements and the tax returns shall be provided to the Vendor.

(11) **Governing Law.** The Purchaser and the Vendor submit to the jurisdiction of the courts of the Province of Ontario for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the Province of Ontario.

(12) **Miscellaneous**

(a) Time is of the essence in this Agreement.

(b) This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

(c) All warranties and representations of the Purchaser connected with this Agreement will survive the Closing.

(d) This Agreement will not be assigned either in whole or in part by any party to this Agreement without the written consent of the other party.

(e) Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

(f) If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

(g) This Agreement contains the entire agreement between the parties. All negotiations and understandings have been included in this Agreement. Statements or representations which may have been made by any party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.

(h) This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Vendor and the Purchaser and their respective successors, assigns, executors, administrators, beneficiaries, and representatives.

(i) All notices, requests, demands or other communications required or permitted to be given by or on behalf of one Party to or on behalf of another party under this Agreement (each, a “Notice”) shall be given in writing and delivered by personal delivery or delivery by recognized national courier, sent by electronic mail (no bounce back) or delivered by registered mail, postage prepaid, addressed as follows: delivered personally to an officer or director of such party or to such other address or electronic mail address of which the addressee may from time to time notify the addressor. Any Notice delivered by personal delivery or by courier to the party to whom it is addressed as provided above shall be deemed to have been given and received on the day it is so delivered at such address; provided, however, that if such day is not a Business Day, or if the Notice is received after 4:00 p.m., then the Notice shall be deemed to have been given and received on the next Business Day. Any Notice sent by prepaid

registered mail shall be deemed to have been given and received on the 5th Business Day following the date of its mailing. Any Notice transmitted by email shall be deemed to have been given and received on the day in which transmission is sent (no bounce back); provided, however, that if such day is not a Business Day or if the email transmission is received after 4:00 p.m., then the Notice shall be deemed to have been given and received on the next Business Day. For the purposes of this section, "Business Day" means any day, other than a Saturday, Sundy or any other day on which the principal chartered banks located in the City of Toronto, Ontario are not open for business during normal banking hours.

(j) All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

[Signature page to follow]

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first written above.

TRANS GLOBAL PARTNERS LIMITED (H.K.)

Per: DocuSigned by: 475135FE30794C4...
Timothy Shields
I have authority to bind the corporation

FIRST GLOBAL FINANCIAL CORP.

Per: DocuSigned by: 2D87AEFA8FAE464...
Elena Salvatore
I have authority to bind the corporation

TGP CANADA MANAGEMENT INC.

Per: DocuSigned by: Randy Hoffner 2A5578C472D14EA...
Randy Hoffner
I have authority to bind the corporation

2630306 ONTARIO INC. O/A PAYBANK FINANCIAL

Per: DocuSigned by: Ben Pilehver 90745ED92A924C4...
Behzad Pilehver
I have authority to bind the corporation

DocuSign Envelope ID: CCF00F66-3C80-4742-A53E-A388AFDEBF70

EXHIBIT A

GUARANTEE

SCHEDULES

Schedule (4)(b)(i)	Resignations of directors and officers of TGP
Schedule (5)(b)(ii)	Acknowledgement by Purchaser and FGFC
Schedule (5)(b)(iii)	Indemnity Agreement
Schedule (5)(b)(v)	Full and Final Release

This is Exhibit “010” referred to in the Affidavit of Randy Hoffner sworn by Randy Hoffner of the City of Burlington, in the Regional Municipality of Halton, before me at the City of Hamilton, in the Province of Ontario, on October 18, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

KEVIN MITCHELL

DocuSign Envelope ID: CCF00F66-3C80-4742-A53E-A388AFDEBF70

PROMISSORY NOTE

Principal Amount	$7,000,000.00 (the "**Principal Amount**")
Term:	Due August 3, 2024
Payment:	On or before August 3, 2024.
Debtor:	First Global Financial Corp. (the "**Debtor**")
Creditor:	Trans Global Partners Limited (the "**Creditor**")

---

1. PROMISE TO PAY

For value received, the undersigned, the Debtor, promises to pay to the order of the Creditor, a sum of SEVEN MILLION dollars ($7,000,000.00) in lawful money of Canada. The entire principal shall be full and immediately payable on or before August 3, 2024, unless renewed or extended by mutual written agreement of the parties in exchange for $500,000.00 extended/renewal fee. This Promissory Note shall be interest free unless default occurs herein at which time interest shall be charged at 26.82% per annum (calculated semi-annually not in advance) from the date of default.

In no event shall the aggregate "interest" (as defined in Section 347 (the "**Criminal Code Section**") of the *Criminal Code* (Canada)) payable to the Creditor under this Promissory Note exceed the effective annual rate of interest lawfully permitted under the Criminal Code Section. Further, if any payment, collection or demand pursuant to this Promissory Note in respect of such "interest" is determined to be contrary to the provisions of the Criminal Code Section, such payment, collection, or demand shall be deemed to have been made by mutual mistake of the Creditor and undersigned and such "interest" shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or so result in the receipt by the Creditor of interest at a rate not in contravention of the Criminal Code Section.

Each interest rate which is calculated under this Promissory Note on any basis other than a full calendar year (the "deemed interest period") is, for the purposes of the *Interest Act* (Canada), equivalent to a yearly rate calculated by dividing such interest rate by the actual number of days in the deemed interest period, then multiplying such result by the actual number of days in the calendar year (365 or 366).

2. SECURITY FOR LOAN

The Creditor and Debtor agree that the Debtor shall at the time of signing this Promissory Note, (i) deliver a collateral charge in the Principal Amount as against the property known as 11720 Highway 27, Vaughan, Ontario ("**Highway 27**") and (ii) an executed share pledge agreement

pledging all of the issued and outstanding shares in each of TGP Canada Management Inc. and Titan Shield Inc., each in forms agreed upon by the parties hereto, acting reasonably.

All collateral security issued to the Creditor or any other party in connection with this Promissory Note shall be forthwith discharged upon payment in full of all sums owing hereunder, all the sole cost and expense of the Debtor.

3. PREPAYMENT

When not in default under this Promissory Note, the Debtor shall be entitled to prepay all or any portion of the Principal Amount owing without bonus or penalty provided that any prepayment shall be applied firstly in satisfaction of any accrued and unpaid interest which is due and payable and any interest thereon, and then the remaining portion of such amount shall be applied in satisfaction of the Principal Amount owing hereunder in inverse order of maturity.

4. USE OF PROCEEDS AND COVENANTS OF PAYOR AND OBLIGATIONS

As a condition by the Creditor extending credit to the Debtor and in consideration of the Debtor delivering this Promissory Note, the Debtor hereby covenants and agrees that until the entire Principal Amount and any and all fees, costs, charges and expenses payable pursuant to this Promissory Note have been paid in full, the Debtor shall not, without the Creditor's prior written consent sell, transfer or encumber its assets or property and in any such event the balance remaining hereunder shall forthwith become due and payable.

Debtor shall provide the Creditor with such additional financial information as the Creditor may reasonably request from time to time including interim financial statements and bank records to verify its ongoing creditworthiness.

5. DEFAULT; COSTS

Upon the occurrence of an event of default as set out in section 7 below, the Debtor agrees to pay all costs and expenses incurred by the Creditor in collecting any amount due under this Promissory Note and in enforcing its rights hereunder and under any security granted or issued to the Creditor by the Debtor including, without limitation, the fees and disbursements of the Creditor's solicitor on a substantial indemnity basis (all of the foregoing being referred to herein as the "**Costs**"). Any Costs that are not paid immediately by the Debtor shall be added to the Principal Amount and shall bear interest at the interest rate set out herein.

This Promissory Note shall take effect as a sealed instrument and be enforced in accordance with the laws of Ontario. All parties to this Promissory Note waive presentment, notice of non-payment, protest and notice of protest, and agree to remain fully bound notwithstanding the release of any party, extension or modification of terms, or discharge of any collateral for this Promissory Note.

6. ACCELERATION UPON DEFAULT

Upon the occurrence of an event of default as set forth in section 7 below, the entire unpaid portion

of the Principal Amount and all accrued interest, fees, costs, charges and expenses shall, at the option of the Creditor, automatically become immediately due and payable.

7. EVENTS OF DEFAULT

All amounts due under this Promissory Note shall, at the option of the Creditor, immediately become due and payable without any notice to the Debtor, if anyone or more of the following events of default has occurred and is continuing:

a. the Debtor fails to make payment when due of the Principal Amount outstanding or of any accrued interest and such default remains unremedied for more than seven (7) days after the date payment was required to be made;

b. the Debtor fails to observe or perform any of the Debtor's other obligations or covenants under this Promissory Note and such default continues for five (5) days after notice thereof from the Creditor to the Debtor;

c. if a writ of execution, garnishment or attachment or similar process is issued or levied against the Debtor or their property and such writ, execution, garnishment, attachment or similar process is not released, bonded, satisfied, discharged, vacated or stayed within seven (7) days after its entry, commencement or levy;

d. if the Debtor commits an act of bankruptcy, becomes insolvent, goes into liquidation, makes a general assignment for the benefit of its creditors or otherwise acknowledges its insolvency; if a bankruptcy petition is filed or presented against the Debtor and is not actively contested in good faith by appropriate proceedings and discharged within five (5) days or if a custodian, sequestrator, receiver, receiver and manager or any other officer with similar powers is appointed in respect of the Debtor or for any part of the property thereof which, in the reasonable opinion of the Creditor, is a substantial part;

e. if the Debtor makes a general assignment for the benefit of its creditors or attends to the sale of all or substantially all of its property or assets;

f. if an encumbrancer takes possession of a substantial part of the Debtor's business or if a distress or execution or any similar process is enforced against a substantial part of the Debtor's business and remains unsatisfied for so long as would permit any part of such property to be sold thereunder;

g. if any representation or warranty contained herein or made in any certificate, financial statements or other document delivered to the Creditor shall have been found to be false or incorrect in any material respect as of its date of making and such defect cannot be rectified to the satisfaction of the Creditor within five (5) days after delivery of written notice thereof to the Debtor;

h. the Debtor admits in writing its inability generally to pay its debts as they become due;

i. the Debtor ceases or threatens to cease to carry on its business as a going concern or has a resolution passed or if a petition is filed or order made for its winding-up, liquidation or dissolution, or the Payor seeks, consents to or becomes subject to the appointment of an administrator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets (regardless of whether any other event described in this sentence has occurred); or

j. if the Creditor is of the reasonable opinion that there appears to be a material deterioration in the financial condition of the Debtor or any related/association corporation.

8. WAIVER BY THE DEBTOR

The Debtor waives demand, presentment for payment, notice of non-payment, notice of dishonor, notice of acceleration, and notice of protest or further notice of any kind of this Promissory Note. The Debtor also waive the benefit of any days of grace, the benefits of division and discussion and the right to assert in any action or proceeding with regard to this Promissory Note any setoffs or counterclaims which the Debtor may have against the Creditor.

9. NO WAIVER BY THE CREDITOR

Neither the extension of time for making any payment which is due and payable under this Promissory Note at any time or times, nor the failure, delay, or omission of the Creditor to exercise or enforce any of its rights or remedies under this Promissory Note, shall constitute a waiver by the Creditor of its right to enforce any such rights and remedies subsequently. The single or partial exercise of any such right or remedy shall not preclude the Creditor further exercise of such right or remedy or any other right or remedy.

10. AMENDMENT; TIME IS OF THE ESSENCE; ASSURANCES

This Promissory Note may not be amended except pursuant to a written instrument executed by the Creditor and the Debtor.

Time is expressly made of the essence with respect to each and every term and provision of this Promissory Note.

The Debtor shall, upon request and at its expense, properly execute and deliver to the Creditor all such other and further documents, agreements, opinions, certificates and instruments required to comply with or accomplish its obligations under this Promissory Note.

11. COMPLIANCE WITH DIRECTIONS

The Creditor may at any time direct the Debtor to make any payment which is due and payable hereunder or to become due and payable hereunder to any person and the Debtor shall comply with such direction. The Debtor shall, upon the written demand of the Creditor, confirm to any third party specified by the Creditor that such direction has been received and that no prepayments have been made hereunder and that the Debtor has not been directed to make payments hereunder to any other person.

12. NOTICES AND DEMANDS

Any demand or notice to be made or given in connection with this promissory note shall be in writing and shall be personally delivered to the Debtor or to the Creditor or sent by other direct electronic means, as the case may be, set opposite its name or to such other address or addresses or e-mail addresses as the Debtor or Creditor hereto may from time to time designate to the other in accordance with this provision. Any demand or notice which is personally delivered as aforesaid shall be deemed to have been validly and effectively given on the date of such delivery if such date is a business day and such delivery was made during normal business hours of the recipient; otherwise, it shall be deemed to have been validly and effectively given on the business day next following such date of delivery. Any demand or notice which is transmitted by direct written electronic means as aforesaid shall be deemed to have been validly and effectively given on the date of transmission if such date is a business day and such transmission was made during normal business hours of the recipient; otherwise, it shall be deemed to have been validly and effectively given on the business day next following such date of transmission.

If to the Creditor:

77 City Centre Drive, Suite 602, Mississauga,
Ontario L5B 1M5

If to the Debtor: PH5-801 Lawrence Ave. East, Toronto, ON M3C 3W2

13. GOVERNING LAW AND SUCCSESSORS

This Promissory Note is made under and shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario, and shall enure to the benefit of the Creditor and its successors and assigns, as the case may be, and shall be binding on the Debtor and their estate trustee(s), and successors.

14. APPLICATION OF THE LIMITATION PERIOD

The Creditor and the Debtor hereby acknowledge and agree that the two (2) year limitation period promulgated by the *Limitations Act*, 2002 (Ontario) as amended from time to time, shall not commence or begin to run in respect of this Promissory Note until such time as default is committed by the Debtor hereunder, after having received a demand for payment by the Creditor hereof, and that this provision constitutes a variation or exclusion of the two (2) year limitation prescribed by the *Limitations Act*, 2002 (Ontario), in accordance with section 22 thereof.

The Creditor and the Debtor further hereby acknowledge and agree that any acknowledgement by the Debtor of this Promissory Note, or the amount owing hereunder, in writing and signed by the Debtor, shall re-commence the two-year limitation period prescribed by the *Limitations Act*, 2002 (Ontario), pursuant to section 13 thereof. The Creditor and the Debtor hereby agree that this Note constitutes a "business agreement" as such term is defined by such statute.

15. INVALIDITY, ETC.

Each of the provisions contained in this Promissory Note is distinct and severable and a declaration of invalidity, illegality or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision of this Promissory Note.

IN WITNESS WHEREOF the Debtors has executed this Promissory Note effective as of June 4, 2024.

Executed in the presence of) **FIRST GLOBAL FINANCIAL CORP.**
)
)
) By: _____
) Name: Elena Salvatore
) Title: President

DocuSigned by:
9C7F7D043237461...
Solicitor: David Badham

DocuSigned by:
2D87AEFA8FAE464...

I have authority to bind the corporation.

This is Exhibit “011” referred to in the Affidavit of Randy Hoffner sworn by Randy Hoffner of the City of Burlington, in the Regional Municipality of Halton, before me at the City of Hamilton, in the Province of Ontario, on October 18, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

KEVIN MITCHELL

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT (the "Agreement") made and entered into this 4th day of June, 2024,

BETWEEN:

PAULINE HOFFNER, an individual resident in the province of Ontario (the "**Seller**")

OF THE FIRST PART

and

FIRST GLOBAL FINANCIAL CORP., a corporation duly incorporated under the laws of Ontario (the "**Purchaser**")

OF THE SECOND PART

and

TGP PROPERTY MANAGEMENT INC., a corporation duly incorporated under the Laws of Ontario (the "**Corporation**")

OF THE THIRD PART

RECITALS:

WHEREAS the Seller is the beneficial owner of one hundred percent (100%) of the issued and outstanding shares in the capital stock of the Corporation (the "**Purchased Shares**").

AND WHEREAS the Seller desires to sell the Purchased Shares and the Purchaser desires to purchase the Purchased Shares from the Seller.

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto covenant and agree with each other as follows:

1. **Purchase and Sale**

a. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in CAD (Canadian Dollars).

b. The Seller agrees to sell, and the Purchaser agrees to purchase all the rights, title, interest, and property of the Seller in Purchased Shares for an aggregate purchase price of one million five hundred thousand ($1,500,000.00) (the "**Purchase Price**").

c. The Purchase Price shall be paid in full on Closing (as defined herein) by delivery of a promissory note, secured by a pledge.

2. **Representations and Warranties of the Seller**

The Seller warrants and represents to the Purchaser as follows:

a. The Vendor is not a non-resident of Canada within the meaning of the Income Tax Act (Canada).

3. **Representations and Warranties of the Purchaser**

The Purchaser warrants and represents to the Seller as follows:

a. The Purchaser would not be recognized as an issuer, insider, affiliate, or associate of the Corporation as defined or recognized under applicable securities laws and regulations.

b. The Purchaser is not a non-resident of Canada within the meaning of the Income Tax Act (Canada).

c. The Purchaser is not bound by any agreement that would prevent any transactions connected with this Agreement.

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

e. The Purchaser is relying entirely and solely upon its own inspection and investigation with respect to the Corporation.

4. **Closing**

The closing of the purchase and sale of the Purchased Shares (the "Closing") will take place on June 4, 2024 (the "Closing Date") virtually by electronic means or by such other means and at such place as may be agreed to in writing by the parties. At Closing and upon the Purchaser delivering the promissory note and security to the Seller in accordance with Section 1b, the Seller will deliver to the Purchaser duly executed transfers of the Purchased Shares.

5. **Finder's Fees**

No party to this Agreement will pay any type of finder's fee to any other party to this Agreement or to any other individual in connection to this Agreement.

All parties to this Agreement warrant and represent that no investment banker or broker or other intermediary has facilitated the transaction contemplated by this Agreement and is entitled to a fee or commission in connection with said transaction. All parties to this Agreement indemnify and hold harmless all other parties to this Agreement in connection with any claims for brokerage fees or other commissions that may be made by any party pertaining to this Agreement.

6. **Dividends**

Any dividends earned by the Purchased Shares and payable before the Closing of this Agreement will belong to the Seller and any dividends earned by the Purchased Shares being sold to the Purchaser and payable after the Closing of this Agreement will belong to the Purchaser (if declared by the board of directors).

Any rights to vote attached to the Purchased Shares will belong to the Seller before the Closing and will belong to the Purchaser after the Closing.

7. **Governing Law**

The Purchaser and the Seller submit to the jurisdiction of the courts of the Province of Ontario for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the Province of Ontario.

8. **Miscellaneous**

(a) Time is of the essence in this Agreement.

(b) This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

(c) All warrants and representations of the Seller and the Purchaser connected with this Agreement will survive the Closing.

(d) This Agreement will not be assigned either in whole or in part by any party to this Agreement without the written consent of the other party.

(e) Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

(f) If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

(g) This Agreement contains the entire agreement between the parties. All negotiations and understandings have been included in this Agreement. Statements or representations which may have been made by any party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.

(h) This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Seller and the Purchaser and their respective successors, assigns, executors, administrators, beneficiaries, and representatives.

(i) All notices, requests, demands or other communications required or permitted to be given by or on behalf of one Party to or on behalf of another party under this Agreement (each, a “Notice”) shall be given in writing and delivered by personal delivery or delivery by recognized national courier, sent by electronic mail (no bounce back) or delivered by

registered mail, postage prepaid, addressed as follows: delivered personally to an officer or director of such party or to such other address or electronic mail address of which the addressee may from time to time notify the addressor. Any Notice delivered by personal delivery or by courier to the party to whom it is addressed as provided above shall be deemed to have been given and received on the day it is so delivered at such address; provided, however, that if such day is not a Business Day, or if the Notice is received after 4:00 p.m., then the Notice shall be deemed to have been given and received on the next Business Day. Any Notice sent by prepaid registered mail shall be deemed to have been given and received on the 5th Business Day following the date of its mailing. Any Notice transmitted by email shall be deemed to have been given and received on the day in which transmission is sent (no bounce back); provided, however, that if such day is not a Business Day or if the email transmission is received after 4:00 p.m., then the Notice shall be deemed to have been given and received on the next Business Day. For the purposes of this section, "Business Day" means any day, other than a Saturday, Sundy or any other day on which the principal chartered banks located in the City of Toronto, Ontario are not open for business during normal banking hours.

(j) All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

[Signature page follows]

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first written above.

TGP PROPERTY MANAGEMENT INC.

DocuSigned by:
Pauline Hoffner
E285F08D4F4A45A...

Per: Pauline Hoffner (Director)

I have authority to bind the Corporation.

FIRST GLOBAL FINANCIAL CORP.

DocuSigned by:
2D07AEFA8FAE464...

Per: Elena Salvatore

I have authority to bind the Corporation.

DocuSigned by:
Pauline Hoffner
E285F08D4F4A45A...

PAULINE HOFFNER

This is Exhibit “012” referred to in the Affidavit of Randy Hoffner sworn by Randy Hoffner of the City of Burlington, in the Regional Municipality of Halton, before me at the City of Hamilton, in the Province of Ontario, on October 18, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

KEVIN MITCHELL

PROMISSORY NOTE

Principal Amount	$1,500,000.00 (the "**Principal Amount**")
Term:	Due June 11, 2024
Payment:	On or before June 11, 2024.
Debtor:	First Global Financial Corp. (the "**Debtor**")
Creditor:	Pauline Hoffner (the "**Creditor**")

---

1. PROMISE TO PAY

For value received, the undersigned, the Debtor, promises to pay to the order of the Creditor, a sum of ONE MILLION AND FIVE HUNDRED THOUSAND dollars ($1,500,000.00) in lawful money of Canada. The entire principal shall be full and immediately payable on or before June 11, 2024, unless renewed or extended by mutual written agreement of the parties in exchange for $500,000.00 extended/renewal fee. This Promissory Note shall be interest free unless default occurs herein at which time interest shall be charged at 26.82% per annum (calculated semi-annually not in advance) from the date of default.

In no event shall the aggregate "interest" (as defined in Section 347 (the "**Criminal Code Section**") of the *Criminal Code* (Canada)) payable to the Creditor under this Promissory Note exceed the effective annual rate of interest lawfully permitted under the Criminal Code Section. Further, if any payment, collection or demand pursuant to this Promissory Note in respect of such "interest" is determined to be contrary to the provisions of the Criminal Code Section, such payment, collection, or demand shall be deemed to have been made by mutual mistake of the Creditor and undersigned and such "interest" shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or so result in the receipt by the Creditor of interest at a rate not in contravention of the Criminal Code Section.

Each interest rate which is calculated under this Promissory Note on any basis other than a full calendar year (the "deemed interest period") is, for the purposes of the *Interest Act* (Canada), equivalent to a yearly rate calculated by dividing such interest rate by the actual number of days in the deemed interest period, then multiplying such result by the actual number of days in the calendar year (365 or 366).

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The Creditor and Debtor agree that the Debtor shall at the time of signing this Promissory Note, (i) deliver a collateral charge in the Principal Amount as against the property known as 11720 Highway 27, Vaughan, Ontario ("**Highway 27**") and (ii) an executed share pledge agreement

pledging all of the issued and outstanding shares in each of TGP Canada Management Inc. and Titan Shield Inc., each in forms agreed upon by the parties hereto acting reasonably.

All collateral security issued to the Creditor or any other party in connection with this Promissory Note shall be forthwith discharged upon payment in full of all sums owing hereunder, all the sole cost and expense of the Debtor.

3. PREPAYMENT

When not in default under this Promissory Note, the Debtor shall be entitled to prepay all or any portion of the Principal Amount owing without bonus or penalty provided that any prepayment shall be applied firstly in satisfaction of any accrued and unpaid interest which is due and payable and any interest thereon, and then the remaining portion of such amount shall be applied in satisfaction of the Principal Amount owing hereunder in inverse order of maturity.

4. USE OF PROCEEDS AND COVENANTS OF PAYOR AND OBLIGATIONS

As a condition by the Creditor extending credit to the Debtor and in consideration of the Debtor delivering this Promissory Note, the Debtor hereby covenants and agrees that until the entire Principal Amount and any and all fees, costs, charges and expenses payable pursuant to this Promissory Note have been paid in full, the Debtor shall not, without the Creditor's prior written consent sell, transfer or encumber its assets or property and in any such event the balance remaining hereunder shall forthwith become due and payable.

Debtor shall provide the Creditor with such additional financial information as the Creditor may reasonably request from time to time including interim financial statements and bank records to verify its ongoing creditworthiness.

5. DEFAULT; COSTS

Upon the occurrence of an event of default as set out in section 7 below, the Debtor agrees to pay all costs and expenses incurred by the Creditor in collecting any amount due under this Promissory Note and in enforcing its rights hereunder and under any security granted or issued to the Creditor by the Debtor including, without limitation, the fees and disbursements of the Creditor's solicitor on a substantial indemnity basis (all of the foregoing being referred to herein as the "**Costs**"). Any Costs that are not paid immediately by the Debtor shall be added to the Principal Amount and shall bear interest at the interest rate set out herein.

This Promissory Note shall take effect as a sealed instrument and be enforced in accordance with the laws of Ontario. All parties to this Promissory Note waive presentment, notice of non-payment, protest and notice of protest, and agree to remain fully bound notwithstanding the release of any party, extension or modification of terms, or discharge of any collateral for this Promissory Note.

6. ACCELERATION UPON DEFAULT

Upon the occurrence of an event of default as set forth in section 7 below, the entire unpaid portion of the Principal Amount and all accrued interest, fees, costs, charges and expenses shall, at the

option of the Creditor, automatically become immediately due and payable.

7. EVENTS OF DEFAULT

All amounts due under this Promissory Note shall, at the option of the Creditor, immediately become due and payable without any notice to the Debtor, if anyone or more of the following events of default has occurred and is continuing:

a. the Debtor fails to make payment when due of the Principal Amount outstanding or of any accrued interest and such default remains unremedied for more than seven (7) days after the date payment was required to be made;

b. the Debtor fails to observe or perform any of the Debtor's other obligations or covenants under this Promissory Note and such default continues for five (5) days after notice thereof from the Creditor to the Debtor;

c. if a writ of execution, garnishment or attachment or similar process is issued or levied against the Debtor or their property and such writ, execution, garnishment, attachment or similar process is not released, bonded, satisfied, discharged, vacated or stayed within seven (7) days after its entry, commencement or levy;

d. if the Debtor commits an act of bankruptcy, becomes insolvent, goes into liquidation, makes a general assignment for the benefit of its creditors or otherwise acknowledges its insolvency; if a bankruptcy petition is filed or presented against the Debtor and is not actively contested in good faith by appropriate proceedings and discharged within five (5) days or if a custodian, sequestrator, receiver, receiver and manager or any other officer with similar powers is appointed in respect of the Debtor or for any part of the property thereof which, in the reasonable opinion of the Creditor, is a substantial part;

e. if the Debtor makes a general assignment for the benefit of its creditors attends to the sale of all or substantially all of its property or assets;

f. if an encumbrancer takes possession of a substantial part of the Debtor's business or if a distress or execution or any similar process is enforced against a substantial part of the Debtor's business and remains unsatisfied for so long as would permit any part of such property to be sold thereunder;

g. if any representation or warranty contained herein or made in any certificate, financial statements or other document delivered to the Creditor shall have been found to be false or incorrect in any material respect as of its date of making and such defect cannot be rectified to the satisfaction of the Creditor within five (5) days after delivery of written notice thereof to the Debtor;

h. the Debtor admits in writing its inability generally to pay its debts as they become due;

i. the Debtor ceases or threatens to cease to carry on its business as a going concern or has a resolution passed or if a petition is filed or order made for its winding-up, liquidation or dissolution, or the Payor seeks, consents to or becomes subject to the appointment of an administrator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets (regardless of whether any other event described in this sentence has occurred); or

j. if the Creditor is of the reasonable opinion that there appears to be a material deterioration in the financial condition of the Debtor or any related/association corporation.

8. WAIVER BY THE DEBTOR

The Debtor waives demand, presentment for payment, notice of non-payment, notice of dishonor, notice of acceleration, and notice of protest of this Promissory Note. The Debtor also waive the benefit of any days of grace, the benefits of division and discussion and the right to assert in any action or proceeding with regard to this Promissory Note any setoffs or counterclaims which the Debtor may have against the Creditor.

9. NO WAIVER BY THE CREDITOR

Neither the extension of time for making any payment which is due and payable under this Promissory Note at any time or times, nor the failure, delay, or omission of the Creditor to exercise or enforce any of its rights or remedies under this Promissory Note, shall constitute a waiver by the Creditor of its right to enforce any such rights and remedies subsequently. The single or partial exercise of any such right or remedy shall not preclude the Creditor further exercise of such right or remedy or any other right or remedy.

10. AMENDMENT; TIME IS OF THE ESSENCE; ASSURANCES

This Promissory Note may not be amended except pursuant to a written instrument executed by the Creditor and the Debtor.

Time is expressly made of the essence with respect to each and every term and provision of this Promissory Note.

The Debtor shall, upon request and at its expense, properly execute and deliver to the Creditor all such other and further documents, agreements, opinions, certificates and instruments required to comply with or accomplish its obligations under this Promissory Note.

11. COMPLIANCE WITH DIRECTIONS

The Creditor may at any time direct the Debtor to make any payment which is due and payable hereunder or to become due and payable hereunder to any person and the Debtor shall comply with such direction. The Debtor shall, upon the written demand of the Creditor, confirm to any third party specified by the Creditor that such direction has been received and that no prepayments have been made hereunder and that the Debtor has not been directed to make

payments hereunder to any other person.

12. NOTICES AND DEMANDS

Any demand or notice to be made or given in connection with this promissory note shall be in writing and shall be personally delivered to the Debtor or to the Creditor or sent by other direct electronic means, as the case may be, set opposite its name or to such other address or addresses or e-mail addresses as the Debtor or Creditor hereto may from time to time designate to the other in accordance with this provision. Any demand or notice which is personally delivered as aforesaid shall be deemed to have been validly and effectively given on the date of such delivery if such date is a business day and such delivery was made during normal business hours of the recipient; otherwise, it shall be deemed to have been validly and effectively given on the business day next following such date of delivery. Any demand or notice which is transmitted by direct written electronic means as aforesaid shall be deemed to have been validly and effectively given on the date of transmission if such date is a business day and such transmission was made during normal business hours of the recipient; otherwise, it shall be deemed to have been validly and effectively given on the business day next following such date of transmission.

If to the Creditor:
77 City Centre Drive, Suite 602, Mississauga,
Ontario L5B 1M5

If to the Debtor: PH5-801 Lawrence Ave. East, Toronto, ON M3C 3W2

13. GOVERNING LAW AND SUCCSESSORS

This Promissory Note is made under and shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario, and shall enure to the benefit of the Creditor and its successors and assigns, as the case may be, and shall be binding on the Debtor and their estate trustee(s), and successors.

14. APPLICATION OF THE LIMITATION PERIOD

The Creditor and the Debtor hereby acknowledge and agree that the two (2) year limitation period promulgated by the *Limitations Act*, 2002 (Ontario) as amended from time to time, shall not commence or begin to run in respect of this Promissory Note until such time as default is committed by the Debtor hereunder, after having received a demand for payment by the Creditor hereof, and that this provision constitutes a variation or exclusion of the two (2) year limitation prescribed by the *Limitations Act*, 2002 (Ontario), in accordance with section 22 thereof.

The Creditor and the Debtor further hereby acknowledge and agree that any acknowledgement by the Debtor of this Promissory Note, or the amount owing hereunder, in writing and signed by the Debtor, shall re-commence the two-year limitation period prescribed by the *Limitations Act*, 2002

(Ontario), pursuant to section 13 thereof. The Creditor and the Debtor hereby agree that this Note constitutes a "business agreement" as such term is defined by such statute.

15. INVALIDITY, ETC.

Each of the provisions contained in this Promissory Note is distinct and severable and a declaration of invalidity, illegality or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision of this Promissory Note.

IN WITNESS WHEREOF the Debtors has executed this Promissory Note effective as of June 4, 2024.

Executed in the presence of) **FIRST GLOBAL FINANCIAL CORP.**
)
)
) By: DocuSigned by: 2D87AEFA8FAE464...
Solicitor: David Badham) Name: Elena Salvatore
) Title: President

I have authority to bind the corporation.

This is Exhibit “013” referred to in the Affidavit of Randy Hoffner sworn by Randy Hoffner of the City of Burlington, in the Regional Municipality of Halton, before me at the City of Hamilton, in the Province of Ontario, on October 18, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

KEVIN MITCHELL

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT (the "Agreement") made and entered into this 4th day of June, 2024,

BETWEEN:

RANDY HOFFNER, an individual resident in the province of Ontario (the "**Seller**")

OF THE FIRST PART

and

FIRST GLOBAL FINANCIAL CORP., a corporation duly incorporated under the laws of Ontario (the "**Purchaser**")

OF THE SECOND PART

and

1837732 ONTARIO LIMITED, a corporation duly incorporated under the Laws of Ontario (the "**Corporation**")

OF THE THIRD PART

RECITALS:

WHEREAS the Seller is the beneficial owner of one hundred percent (100%) of the issued and outstanding shares in the capital stock of the Corporation (the "**Purchased Shares**").

AND WHEREAS the Seller desires to sell the Purchased Shares and the Purchaser desires to purchase the Purchased Shares from the Seller.

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto covenant and agree with each other as follows:

1. **Purchase and Sale**

a. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in CAD (Canadian Dollars).

b. The Seller agrees to sell, and the Purchaser agrees to purchase all the rights, title, interest, and property of the Seller in Purchased Shares for an aggregate purchase price of one million five hundred thousand dollars ($1,500,000.00) (the "**Purchase Price**").

c. The Purchase Price shall be paid in full on Closing (as defined herein) by delivery of a promissory note, secured by a pledge.

2. **Representations and Warranties of the Seller**

The Seller warrants and represents to the Purchaser as follows:

a. The Vendor is not a non-resident of Canada within the meaning of the Income Tax Act (Canada).

3. **Representations and Warranties of the Purchaser**

The Purchaser warrants and represents to the Seller as follows:

a. The Purchaser would not be recognized as an issuer, insider, affiliate, or associate of the Corporation as defined or recognized under applicable securities laws and regulations.

b. The Purchaser is not a non-resident of Canada within the meaning of the Income Tax Act (Canada).

c. The Purchaser is not bound by any agreement that would prevent any transactions connected with this Agreement.

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

e. The Purchaser is relying entirely and solely upon its own inspection and investigation with respect to the Corporation.

4. **Closing**

The closing of the purchase and sale of the Purchased Shares (the "Closing") will take place on June 4th, 2024 (the "Closing Date") virtually by electronic means or by such other means and at such place as may be agreed to in writing by the parties. At Closing and upon the Purchaser paying the Purchase Price in full to the Seller in accordance with Section 1b, the Seller will deliver to the Purchaser duly executed transfers of the Purchased Shares.

5. **Finder's Fees**

No party to this Agreement will pay any type of finder's fee to any other party to this Agreement or to any other individual in connection to this Agreement.

All parties to this Agreement warrant and represent that no investment banker or broker or other intermediary has facilitated the transaction contemplated by this Agreement and is entitled to a fee or commission in connection with said transaction. All parties to this Agreement indemnify and hold harmless all other parties to this Agreement in connection with any claims for brokerage fees or other commissions that may be made by any party pertaining to this Agreement.

6. **Dividends**

Any dividends earned by the Purchased Shares and payable before the Closing of this Agreement will belong to the Seller and any dividends earned by the Purchased Shares being sold to the Purchaser and payable after the Closing of this Agreement will belong to the Purchaser (if declared by the board of directors).

Any rights to vote attached to the Purchased Shares will belong to the Seller before the Closing and will belong to the Purchaser after the Closing.

7. **Governing Law**

The Purchaser and the Seller submit to the jurisdiction of the courts of the Province of Ontario for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the Province of Ontario.

8. **Miscellaneous**

(a) Time is of the essence in this Agreement.

(b) This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

(c) All warrants and representations of the Seller and the Purchaser connected with this Agreement will survive the Closing.

(d) This Agreement will not be assigned either in whole or in part by any party to this Agreement without the written consent of the other party.

(e) Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

(f) If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

(g) This Agreement contains the entire agreement between the parties. All negotiations and understandings have been included in this Agreement. Statements or representations which may have been made by any party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.

(h) This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Seller and the Purchaser and their respective successors, assigns, executors, administrators, beneficiaries, and representatives.

(i) All notices, requests, demands or other communications required or permitted to be given by or on behalf of one Party to or on behalf of another party under this Agreement (each, a “Notice”) shall be given in writing and delivered by personal delivery or delivery by recognized national courier, sent by electronic mail (no bounce back) or delivered by

registered mail, postage prepaid, addressed as follows: delivered personally to an officer or director of such party or to such other address or electronic mail address of which the addressee may from time to time notify the addressor. Any Notice delivered by personal delivery or by courier to the party to whom it is addressed as provided above shall be deemed to have been given and received on the day it is so delivered at such address; provided, however, that if such day is not a Business Day, or if the Notice is received after 4:00 p.m., then the Notice shall be deemed to have been given and received on the next Business Day. Any Notice sent by prepaid registered mail shall be deemed to have been given and received on the 5th Business Day following the date of its mailing. Any Notice transmitted by email shall be deemed to have been given and received on the day in which transmission is sent (no bounce back); provided, however, that if such day is not a Business Day or if the email transmission is received after 4:00 p.m., then the Notice shall be deemed to have been given and received on the next Business Day. For the purposes of this section, "Business Day" means any day, other than a Saturday, Sundy or any other day on which the principal chartered banks located in the City of Toronto, Ontario are not open for business during normal banking hours.

(j) All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

[Signature page follows]

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first written above.

1837732 ONTARIO LIMITED

DocuSigned by:
Randy Hoffner
2A5578C472D14EA...

Per: Randy Hoffner (Director)

I have authority to bind the Corporation.

FIRST GLOBAL FINANCIAL CORP.

DocuSigned by:
2D87AEFA8FAE464...

Per: Elena Salvatore

I have authority to bind the Corporation.

DocuSigned by:
Randy Hoffner
2A5578C472D14EA...

RANDY HOFFNER

This is Exhibit “014” referred to in the Affidavit of Randy Hoffner sworn by Randy Hoffner of the City of Burlington, in the Regional Municipality of Halton, before me at the City of Hamilton, in the Province of Ontario, on October 18, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

KEVIN MITCHELL

PROMISSORY NOTE

Principal Amount	$1,500,000.00 (the "**Principal Amount**")
Term:	Due August 3, 2024
Payment:	On or before August 3, 2024.
Debtor:	First Global Financial Corp. (the "**Debtor**")
Creditor:	Randy Hoffner (the "**Creditor**")

1. PROMISE TO PAY

For value received, the undersigned, the Debtor, promises to pay to the order of the Creditor, a sum of ONE MILLION AND FIVE HUNDRED THOUSAND dollars ($1,500,000.00) in lawful money of Canada. The entire principal shall be full and immediately payable on or before August 3, 2024, unless renewed or extended by mutual written agreement of the parties in exchange for $500,000.00 extended/renewal fee. This Promissory Note shall be interest free unless default occurs herein at which time interest shall be charged at 26.82% per annum (calculated semi-annually not in advance) from the date of default.

In no event shall the aggregate "interest" (as defined in Section 347 (the "**Criminal Code Section**") of the *Criminal Code* (Canada)) payable to the Creditor under this Promissory Note exceed the effective annual rate of interest lawfully permitted under the Criminal Code Section. Further, if any payment, collection or demand pursuant to this Promissory Note in respect of such "interest" is determined to be contrary to the provisions of the Criminal Code Section, such payment, collection, or demand shall be deemed to have been made by mutual mistake of the Creditor and undersigned and such "interest" shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or so result in the receipt by the Creditor of interest at a rate not in contravention of the Criminal Code Section.

Each interest rate which is calculated under this Promissory Note on any basis other than a full calendar year (the "deemed interest period") is, for the purposes of the *Interest Act* (Canada), equivalent to a yearly rate calculated by dividing such interest rate by the actual number of days in the deemed interest period, then multiplying such result by the actual number of days in the calendar year (365 or 366)

2. SECURITY FOR LOAN

The Creditor and Debtor agree that the Debtor shall at the time of signing this Promissory Note, (i) deliver a collateral charge in the Principal Amount as against the property known as 11720 Highway 27, Vaughan, Ontario ("**Highway 27**") and (ii) an executed share pledge agreement

pledging all of the issued and outstanding shares in TGP Canada Management Inc. and Titan Shield Inc., each in forms agreed upon by the parties hereto acting reasonably.

3. PREPAYMENT

When not in default under this Promissory Note, the Debtor shall be entitled to prepay all or any portion of the Principal Amount owing without bonus or penalty provided that any prepayment shall be applied firstly in satisfaction of any accrued and unpaid interest which is due and payable and any interest thereon, and then the remaining portion of such amount shall be applied in satisfaction of the Principal Amount owing hereunder in inverse order of maturity.

4. USE OF PROCEEDS AND COVENANTS OF PAYOR AND OBLIGATIONS

As a condition by the Creditor extending credit to the Debtor and in consideration of the Debtor delivering this Promissory Note, the Debtor hereby covenants and agrees that until the entire Principal Amount and any and all fees, costs, charges and expenses payable pursuant to this Promissory Note have been paid in full, the Debtor shall not, without the Creditor's prior written consent sell, transfer or encumber its assets or property and in any such event the balance remaining hereunder shall forthwith become due and payable.

Debtor shall provide the Creditor with such additional financial information as the Creditor may reasonably request from time to time including interim financial statements and bank records to verify its ongoing creditworthiness.

5. DEFAULT; COSTS

Upon the occurrence of an event of default as set out in section 7 below, the Debtor agrees to pay all costs and expenses incurred by the Creditor in collecting any amount due under this Promissory Note and in enforcing its rights hereunder and under any security granted or issued to the Creditor by the Debtor including, without limitation, the fees and disbursements of the Creditor's solicitor on a substantial indemnity basis (all of the foregoing being referred to herein as the "**Costs**"). Any Costs that are not paid immediately by the Debtor shall be added to the Principal Amount and shall bear interest at the interest rate set out herein. This Promissory Note shall take effect as a sealed instrument and be enforced in accordance with the laws of Ontario. All parties to this Promissory Note waive presentment, notice of non-payment, protest and notice of protest, and agree to remain fully bound notwithstanding the release of any party, extension or modification of terms, or discharge of any collateral for this Promissory Note.

6. ACCELERATION UPON DEFAULT

Upon the occurrence of an event of default as set forth in section 7 below, the entire unpaid portion of the Principal Amount and all accrued interest, fees, costs, charges and expenses shall, at the option of the Creditor, automatically become immediately due and payable.

7. EVENTS OF DEFAULT

All amounts due under this Promissory Note shall, at the option of the Creditor, immediately

become due and payable without any notice to the Debtor, if anyone or more of the following events of default has occurred and is continuing:

a. the Debtor fails to make payment when due of the Principal Amount outstanding or of any accrued interest and such default remains unremedied for more than seven (7) days after the date payment was required to be made;

b. the Debtor fails to observe or perform any of the Debtor's other obligations or covenants under this Promissory Note and such default continues for five (5) days after notice thereof from the Creditor to the Debtor;

c. if a writ of execution, garnishment or attachment or similar process is issued or levied against the Debtor or their property and such writ, execution, garnishment, attachment or similar process is not released, bonded, satisfied, discharged, vacated or stayed within seven (7) days after its entry, commencement or levy;

d. if the Debtor commits an act of bankruptcy, becomes insolvent, goes into liquidation, makes a general assignment for the benefit of its creditors or otherwise acknowledges its insolvency; if a bankruptcy petition is filed or presented against the Debtor and is not actively contested in good faith by appropriate proceedings and discharged within five (5) days or if a custodian, sequestrator, receiver, receiver and manager or any other officer with similar powers is appointed in respect of the Debtor or for any part of the property thereof which, in the reasonable opinion of the Creditor, is a substantial part;

e. if the Debtor makes a general assignment for the benefit of its creditors or attends to the sale of all or substantially all of its property or assets;

f. if an encumbrancer takes possession of a substantial part of the Debtor's business or if a distress or execution or any similar process is enforced against a substantial part of the Debtor's business and remains unsatisfied for so long as would permit any part of such property to be sold thereunder; or

g. if any representation or warranty contained herein or made in any certificate, financial statements or other document delivered to the Creditor shall have been found to be false or incorrect in any material respect as of its date of making and such defect cannot be rectified to the satisfaction of the Creditor within five (5) days after delivery of written notice thereof to the Debtor.

h. the Debtor admits in writing its inability generally to pay its debts as they become due;

i. the Debtor ceases or threatens to cease to carry on its business as a going concern or has a resolution passed or if a petition is filed or order made for its winding-up, liquidation or dissolution, or the Payor seeks, consents to or becomes subject to the appointment of an administrator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets (regardless of whether any other event described in this sentence has occurred); or

j. if the Creditor is of the reasonable opinion that there appears to be a material deterioration in the financial condition of the Debtor or any related/association corporation.

8. WAIVER BY THE DEBTOR

The Debtor waives demand, presentment for payment, notice of non-payment, notice of dishonor, notice of acceleration, and notice of protest or further notice of any kind of this Promissory Note. The Debtor also waive the benefit of any days of grace, the benefits of division and discussion and the right to assert in any action or proceeding with regard to this Promissory Note any setoffs or counterclaims which the Debtor may have against the Creditor.

9. NO WAIVER BY THE CREDITOR

Neither the extension of time for making any payment which is due and payable under this Promissory Note at any time or times, nor the failure, delay, or omission of the Creditor to exercise or enforce any of its rights or remedies under this Promissory Note, shall constitute a waiver by the Creditor of its right to enforce any such rights and remedies subsequently. The single or partial exercise of any such right or remedy shall not preclude the Creditor further exercise of such right or remedy or any other right or remedy.

10. AMENDMENT; TIME IS OF THE ESSENCE; ASSURANCES

This Promissory Note may not be amended except pursuant to a written instrument executed by the Creditor and the Debtor.

Time is expressly made of the essence with respect to each and every term and provision of this Promissory Note.

The Debtor shall, upon request and at its expense, properly execute and deliver to the Creditor all such other and further documents, agreements, opinions, certificates and instruments required to comply with or accomplish its obligations under this Promissory Note.

11. COMPLIANCE WITH DIRECTIONS

The Creditor may at any time direct the Debtor to make any payment which is due and payable hereunder or to become due and payable hereunder to any person and the Debtor shall comply with such direction. The Debtor shall, upon the written demand of the Creditor, confirm to any third party specified by the Creditor that such direction has been received and that no prepayments have been made hereunder and that the Debtor has not been directed to make payments hereunder to any other person.

12. NOTICES AND DEMANDS

Any demand or notice to be made or given in connection with this promissory note shall be in

writing and shall be personally delivered to the Debtor or to the Creditor or sent by other direct electronic means, as the case may be, set opposite its name or to such other address or addresses or e-mail addresses as the Debtor or Creditor hereto may from time to time designate to the other in accordance with this provision. Any demand or notice which is personally delivered as aforesaid shall be deemed to have been validly and effectively given on the date of such delivery if such date is a business day and such delivery was made during normal business hours of the recipient; otherwise, it shall be deemed to have been validly and effectively given on the business day next following such date of delivery. Any demand or notice which is transmitted by direct written electronic means as aforesaid shall be deemed to have been validly and effectively given on the date of transmission if such date is a business day and such transmission was made during normal business hours of the recipient; otherwise, it shall be deemed to have been validly and effectively given on the business day next following such date of transmission.

If to the Creditor:

77 City Centre Drive, Suite 602, Mississauga,
Ontario L5B 1M5

If to the Debtor: PH5-801 Lawrence Ave. East, Toronto, ON M3C 3W2

13. GOVERNING LAW AND SUCCSESSORS

This Promissory Note is made under and shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario, and shall enure to the benefit of the Creditor and its successors and assigns, as the case may be, and shall be binding on the Debtor and their estate trustee(s), and successors.

14. APPLICATION OF THE LIMITATION PERIOD

The Creditor and the Debtor hereby acknowledge and agree that the two (2) year limitation period promulgated by the *Limitations Act*, 2002 (Ontario) as amended from time to time, shall not commence or begin to run in respect of this Promissory Note until such time as default is committed by the Debtor hereunder, after having received a demand for payment by the Creditor hereof, and that this provision constitutes a variation or exclusion of the two (2) year limitation prescribed by the *Limitations Act*, 2002 (Ontario), in accordance with section 22 thereof.

The Creditor and the Debtor further hereby acknowledge and agree that any acknowledgement by the Debtor of this Promissory Note, or the amount owing hereunder, in writing and signed by the Debtor, shall re-commence the two-year limitation period prescribed by the *Limitations Act*, 2002 (Ontario), pursuant to section 13 thereof. The Creditor and the Debtor hereby agree that this Note constitutes a "business agreement" as such term is defined by such statute.

15. INVALIDITY, ETC.

Each of the provisions contained in this Promissory Note is distinct and severable and a declaration of invalidity, illegality or unenforceability of any such provision or part thereof by a court of

competent jurisdiction shall not affect the validity or enforceability of any other provision of this Promissory Note.

IN WITNESS WHEREOF the Debtors has executed this Promissory Note effective as of June 4, 2024.

Executed in the presence of) **FIRST GLOBAL FINANCIAL CORP.**
)
)
DocuSigned by:) By: DocuSigned by:
9C7F7D043237461... 2D87AEFA8FAE464...
Solicitor: David Badham) Name: Elena Salvatore
) Title: President

I have authority to bind the corporation.

This is Exhibit “021” referred to in the Affidavit of Randy Hoffner sworn by Randy Hoffner of the City of Burlington, in the Regional Municipality of Halton, before me at the City of Hamilton, in the Province of Ontario, on October 18, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

KEVIN MITCHELL

SimpsonWigle LAW LLP

1006 Skyview Drive, Suite 103
Burlington, Ontario L7P 0V1
Tel: 905-639-1052 Fax: 905-528-9008
www.simpsonwigle.com

Rosemary A. Fisher
Rosemary A. Fisher Professional Corporation
Tel: 905-639-1052 Ext. 239
Email: fisherr@simpsonwigle.com

July 5, 2024

VIA ELECTRONIC MAIL
Elenasalv2000@yahoo.ca
vincentsalvatore@hotmail.com

_____
VIA REGISTERED MAIL
First Global Financial Corp.
Penthouse 5 – 801 Lawrence Ave., E.
Toronto, ON M3C 3W2

Attention: Elena Salvatore

Dear Madam:

Re: Notice of Default

We are the lawyers for Trans Global Partners Limited, Randy Hoffner and Pauline Hoffner. As you are aware from communications between your counsel and Ms. Nalsok and Mr. Will of this firm, you are in default of your obligations to Trans Global Partners Limited, Randy Hoffner and Paulien Hoffner (collectively "**Trans Global Creditors**") with respect to:

1. Promissory Note effective as of June 4, 2024 securing the principal sum of $1,500,000.00 which note was gratuitously extended to the end of business June 21, 2024;

2. Promissory Note due August 3, 2024 securing the principal sum of $1,500,000.00;

3. Promissory Note due August 3, 2024 securing the principal sum of $7,000,000.00

As per the Promissory Notes upon the occurrence of an event of default, the entire unpaid portion of the principal amount and all accrued interest, fees, costs, charges and expenses, shall become immediately due and payable.

The subject Promissory notes were given, along with three share pledge agreements in support of four share purchase agreements particularized below:

1. Share Purchase Agreement dated June 4, 2024 between Randy Hoffner as seller and First Global Financial Corp. as purchaser and 1837732 Ontario Limited being the corporation, with a purchase price of $1,500,000.00;

2. Share Purchase Agreement dated June 4, 2024 between Pauline Hoffner as seller and First Global Financial Corp. as purchaser and TGP Property Management Inc. being the corporation, with a purchase price of $1,500,000.00;

3. Share Purchase Agreement dated June 4, 2024 between TGP Canada Management Inc. as vendor and First Global Financial Corp. as purchaser, Titan Shield Inc. as Titan Shield, 2630306 Ontario Inc. o/a PayBank Financial as PFI and Trans Global Partners Limited, with a purchase price of $10,000.00, guarantee in the amount of $100,000,000.00 and legal cost reimbursement of $100,000.00;

4. Share Purchase Agreement dated June 4, 2024 between Trans Global Partners Limited (H.K.) as vendor, TGP Canada Manage Inc. as TGP and 2630306 Ontario Inc. o/a PayBank Financial as purchaser, and First Global Financial Corp. as FGFC, with a purchase price of $10,000.00 and a guarantee in the amount of $100,000,000.00.

As you are aware the promissory notes given in partial support of the Share Purchase Agreements are secured by a Collateral Charge in the principal amount of each note against the property known municipally as 11720 Highway 27, Vaughan, Ontario.

The Collateral Charge contains a cross default clause and as such the amounts due under all three notes, which total the sum of $10,000,000.00 are now due. In addition to the foregoing, the duly executed promissory notes contains a $500,000.00 penalty on each promissory note and all fees incurred in the enforcement which are all secured by the Collateral Charge.

Accordingly, we formally demand the following sums:

Principal secured	$10,000,000.00
Accrued interest to the date demand	$ 110,219.18
Default penalties	$ 1,500,000.00
Legal Fees per the signed agreement	$ 100,000.00
Purchase Price not paid	$ 20,000.00
Legal fees incurred as a result of demand	$ 5,000.00
Total	**$11,735,219.18**

Interest continues to accrue on the principal and legal enforcement expense at the default rate of 26.82% per annum calculated and compounded monthly from July 6, 2024 to the date of payment.

We require this amount to be paid to SimpsonWigle LAW LLP, in trust in certified funds, bank draft or wire by no later than 4:00 p.m. on Monday, July 15, 2024 failing which we will take whatever action we deem necessary to enforce payment of the outstanding balance.

Pursuant to the provisions of the Collateral Charge, all legal and enforcement costs will be included as they accrue on full indemnity basis.

Kindly govern yourself accordingly.

Yours very truly,

SimpsonWigle LAW LLP

Rosemary A. Fisher

RAF/lr

cc. David Badham

This is Exhibit “022” referred to in the Affidavit of Randy Hoffner sworn by Randy Hoffner of the City of Burlington, in the Regional Municipality of Halton, before me at the City of Hamilton, in the Province of Ontario, on October 18, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

KEVIN MITCHELL

NOTICE OF SALE UNDER CHARGE/MORTGAGE

TAKE NOTICE that default has been made in the payment of the monies due under a certain Charge/Mortgage registered as Instrument No. YR3684667 in Land Registry Office of York (#65) and dated June 6, 2024 between:

FIRST GLOBAL FINANCIAL CORP.

(Chargor/Mortgagor)

AND

RANDY HOFFNER, PAULINE HOFFNER AND TRANSGLOBAL PARTNERS LIMITED formerly known as TGP GLOBAL PARTNERS LIMITED

(Chargees/Mortgagees)

upon the following property, namely:

PIN	03349 – 0125 (LT)
DESCRIPTION	PT LT 32 CON 9 VAUGHAN PT 1 65R18567; CITY OF VAUGHAN
ADDRESS	11720 HIGHWAY 27, VAUGHAN, ON

which Charge/Mortgage was registered on June 6, 2024 in the Land Registry Office of York (#65) as Instrument No. YR3684667.

And we hereby give you notice that the amount now due on the Charge/Mortgage for principal balance, accrued interest, fees and legal enforcement**,** respectively, is **$11,824,046.58** made up as follows:

Principal	$10,000,000.00
Accrued Interest from June 21, 2024 to July 16, 2024	$ 191,046.58
Default Penalties (Extended Fee for Non-Payment)	$ 1,500,000.00
Purchase Price Not Paid	$ 20,000.00
Legal Fees per the signed agreement	$ 100,000.00

Legal Fees re Demand	$ 5,000.00
Costs for this proceeding (Notice of Sale) inclusive of disbursements and HST	$ 8,000.00
TOTAL **PER DIEM INTEREST $8,688.24**	$11,824,046.58

(such amount for costs being up to and including the service of this notice only, and thereafter such further costs and disbursements will be charged as may be proper) together with interest at the rate of 26.82% per annum, calculated and compounded monthly, not in advance, on the principal amount, fees and costs hereinbefore mentioned from the date hereof to the date of payment.

AND unless the said sums are paid on or before **Thursday, August 22, 2024,** we shall sell the property covered by the said Mortgage under the provisions contained in it and pursuant to Part III of The Mortgages Act, R.S.O., 1990, Chapter M-40 and amendments thereto.

THIS notice is given to you as you appear to have an interest in the mortgaged property and may be entitled to redeem the same.

DATED: July 16, 2024

TRANSGLOBAL PARTNERS LIMITED
Mortgagee by its lawyers
SimpsonWigle LAW LLP
1006 Skyview Drive, Suite 103
Burlington, ON L7P 0V1
Tel: (905) 639-1052

Per: _____
Rosemary A. Fisher

TO: First Global Financial Corp.
Penthouse 5 – 801 Lawrence Avenue E.
Toronto, ON M3C 3W2
Attention: Vincent Salvatore
Elena Salvatore

AND TO: Fort Erie Hills Inc.
77 City Centre Drive – Suite 602
Mississauga, ON L5BG 1M5

AND TO: Bridal Park Inc.
77 City Centre Drive – Suite 602
Mississauga, ON L5BG 1M5

AND TO: Bridal Park II Inc.
77 City Centre Drive – Suite 602
Mississauga, ON L5BG 1M5

AND TO: Clearview Garden Estates Inc.
77 City Centre Drive – Suite 602
Mississauga, ON L5BG 1M5

AND TO: Clearview Park Inc.
77 City Centre Drive – Suite 602
Mississauga, ON L5BG 1M5

AND TO: Melvyn Eisen
70 Bond Street – Suite 200
Toronto, ON M5B 1X3

AND TO: Windsor II Limited Partnership
28 Hazelton Avenue – Suite 200
Toronto, ON M5R 2E2

AND TO: Windsor Private Capital Limited Partnership
28 Hazelton Avenue – Suite 200
Toronto, ON M5R 2E2

This is Exhibit “024” referred to in the Affidavit of Randy Hoffner sworn by Randy Hoffner of the City of Burlington, in the Regional Municipality of Halton, before me at the City of Hamilton, in the Province of Ontario, on October 18, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

KEVIN MITCHELL

IN THE MATTER OF THE **Personal Property Security Act**, R.S.O., 1990, Chapter P.10, Section 63(4);

AND IN THE MATTER OF the indebtedness of First Global Financial Corp.

NOTICE

First Global Financial Corp. (the "Debtor" and "Pledgor") is indebted to **Trans Global Partners Limited, Randy Hoffner and Pauline Hoffner** (the "Creditors") and such indebtedness is secured by Share Pledge Agreement dated June 4, 2024 in respect of the shares of **Titan Shield Inc**. as between First Global Financial Corp. and Trans Global Partners Limited, Randy Hoffner and Pauline Hoffner as the Lenders. The Debtor is in default in payment of the indebtedness and, accordingly, the Lenders intend to enforce the security and gives notice to you as follows:

(a) The original electronic share certificate of 101 class "A" common shares in the capital stock of Titan Shield Inc. and stock transfer power endorsed to First Global Financial Corp., (the "Collateral") belonging to Pledgor are located at the offices of SimpsonWigle LAW LLP, 103-1006 Skyview Drive, Burlington, ON L7P 0V1;

(b) Brar Tamber Rigby PC was appointed as the true and lawful attorney to transfer the Collateral and to make, execute and perform all necessary acts of assignment and transfer as may be necessary to give effect to such transfer and assignment. As a result of the foregoing, the Collateral is electronically located at the offices of Brar Tamber Rigby PC, 6980 Maritz Dr, Unit 9, Mississauga, Ontario L5W 1Z3.

(c) The Debtor is indebted to the Lenders with respect to:

1. Promissory Note effective as of June 4, 2024 securing the principal sum of $1,500,000.00 which note was gratuitously extended to the end of business June 21, 2024;
2. Promissory Note due August 3, 2024 securing the principal sum of $1,500,000.00;
3. Promissory Note due August 3, 2024 securing the principal sum of $7,000,000.00.

As per the Promissory Notes, upon the occurrence of an event of default, the entire unpaid portion of the principal amount and all accrued interest, fees, costs, charges and expenses, shall become immediately due and payable.

The subject Promissory Notes were given, along with the share pledge agreement in support of three share purchase agreements particularized below:

1. Share Purchase Agreement dated June 4, 2024 between Randy Hoffner as seller and First Global Financial Corp. as purchaser and 1837732 Ontario Limited being the corporation, with a purchase price of $1,500,000.00;

2. Share Purchase Agreement dated June 4, 2024 between Pauline Hoffner as seller and First Global Financial Corp. as purchaser and TGP Property Management Inc. being the corporation, with a purchase price of $1,500,000.00;

3. Share Purchase Agreement dated June 4, 2024 between TGP Canada Management Inc. as vendor and First Global Financial Corp. as purchaser, Titan Shield Inc. as Titan Shield, 2630306 Ontario Inc. o/a PayBank Financial as PFI and Trans Global Partners Limited, with a purchase price of $10,000.00, guarantee in the amount of $100,000,000.00 and legal cost reimbursement of $100,000.00;

Principal secured	$10,000,000.00
Accrued interest to the date demand	$ 595,183.56
Default penalties	$ 1,500,000.00
Legal Fees per the signed agreement	$ 100,000.00
Purchase Price not paid	$ 20,000.00
Legal fees incurred as a result of demand	$ 5,000.00
Legal fees incurred as a result of Notice of Sale	$ 8,000.00
Legal fees incurred as a result of s.63 Notice	$ 5,500.00
Total	**$12,233,683.56**

Interest continues to accrue on the principal and legal enforcement expense at the default rate of **26.82%** per annum calculated and compounded monthly from **September 9, 2024** to the date of payment.

(d) It is estimated that the cost of realization on the aforesaid collateral is $150,000.00;

(e) Upon receipt of payment, the payor will be credited with any rebates or allowances to which the Debtor is entitled by law or under the Agreement;

(f) Upon payment of the aforesaid amounts, the aforesaid collateral may be redeemed by the payor;

(g) Unless the aforesaid amounts are paid within fifteen (15) days from the date of service of this notice upon you, the Collateral will be disposed of, and the Debtor may be liable for any deficiency;

(h) A *Personal Property Security Act* Section 63(4) Notice which is served by registered mail is deemed by the *Personal Property Security Act* to have been served when the addressee actually receives the Notice or ten (10) days after the day of registration, whichever is earlier.

DATED at Burlington, Ontario, this 9th day of September, 2024.

Rosemary A. Fisher
SIMPSONWIGLE LAW LLP
103 – 1006 Skyview Drive
BURLINGTON, ON L7P 0V1

Tel: (905) 639-1052
Fax: (905) 528-9008
LSO NO. 32238T

Solicitors for the Lenders

TO: First Global Financial Corp.
Penthouse 5 – 801 Lawrence Ave. E.
Toronto, ON M3C 3W2
Attention: Elena Salvatore

Courtesy Copy: David Badham
Brar Tamber Rigby
100-25 Morrow Avenue
Toronto, ON M6R 2H9

This is Exhibit “024.1” referred to in the Affidavit of Randy Hoffner sworn by Randy Hoffner of the City of Burlington, in the Regional Municipality of Halton, before me at the City of Hamilton, in the Province of Ontario, on October 18, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

KEVIN MITCHELL

0251

MAIL POSTE
Canada Post Corporation · Société canadienne des postes

Security or Registered Receipt (Bulk)

This receipt is necessary if enquiry is desired. Fragile and perishable articles are not indemnified against damage. Idemnity and fees information is available on request from your Postal Outlet.

Récépissé (en nombre) Sécurité ou Recommandé

À produire en cas de réclamation. Aucune indemnité ne sera versée pour l'avarie d ou périssable. Vous pouvez obtenir des renseigr indemnités et les droits à votre installation post

Sender / Expéditeur

MAT 84909

Sender Instructions

Note: Bulk Receipt is to be completed for 3 or more items. Present mailings at any Postal Outlet.

A Complete and remove customer receipt.
B Remove paper backing from receipt.
C Affix receipt to this form.
D Remove bottom bar code and affix to "Trace Mail Data Capture Document"
E Remove paper backing from label
F Apply label to envelope

Instructions pour l'e

Avis: Récépissé en nombre, p plus. Doit être complété déposer à l'installation

A Remplissez et retirez le ré
B Retirez la pellicule protect
C Collez le récépissé sur cet
D Retirez le code à barres du sur le "Document de saisi pour le courrier repérable.
E Retirez la pellicule de l'étiq
F Collez l'étiquette sur l'envel

(3)

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(12)

(13)

(14)

CANADA POSTES POST CANADA

REGISTERED DOMESTIC / **RECOMMANDÉ RÉGIME INTÉRIEUR** — R

CUSTOMER RECEIPT / REÇU DU CLIENT

To / Destinataire

Attn- Elena Salvatore

Name / Nom: First Global Finance

Address / Adresse: 2 Toronto 5-81 Laurentide Ave

City / Prov. / Postal Code / Ville / Prov. / Code postal

Declared Value / Valeur déclarée: $

FOR DELIVERY CONFIRMATION / CONFIRMATION DE LA LIVRAISON
canadapost.ca / postescanada.ca
or/ou
1 888 550-6333

CPC Tracking Number / Numéro de repérage de la SCP
RN-807 722 923 CA

33-086-584 (17-12)

CANADA POSTES POST CANADA

REGISTERED DOMESTIC / **RECOMMANDÉ RÉGIME INTÉRIEUR** — R

CUSTOMER RECEIPT / REÇU DU CLIENT

To / Destinataire

Name / Nom: David Budham

Address / Adresse: Brar Tamber Rigby. 100-25 Morrow Ave.

City / Prov. / Postal Code / Ville / Prov. / Code postal

Declared Value / Valeur déclarée: $ Toronto

FOR DELIVERY CONFIRMATION / CONFIRMATION DE LA LIVRAISON
canadapost.ca / postescanada.ca
or/ou
1 888 550-6333

CPC Tracking Number / Numéro de repérage de la SCP
RN 807 722 910 CA

33-086-584 (17-12)

CANADA POST POSTE
017874
09-09-2024
Maplehurst PO
Burlington, ON
L7T 3E0

Menu (https://www.canadapost-postescanada.ca/cpc/en/?name=tgt)

Track: RN807722910CA

Share Print

Delivered

September 11 at 12:35 pm

Updated: Today at 11:51 am

Origin
Burlington, ON

Received by Canada Post
Sept. 9

Delivered
Sept. 11

Delivery information

Sender: Unavailable

Service information

Latest updates

View more

Track another item

Delivery information 0253

Sender: Unavailable

Service information

Support

- What's an expected delivery? +
- What's a delivery standard? +
- What's a delivery confirmation? +
- How do I sign up for text notifications? +
- What if my package is missing? +

See more support (/cpc/en/support/kb/tracking/overview.page)

Service alerts

These events may affect delivery schedules.

See all service alerts (/cpc/en/our-company/news-and-media/service-alerts.page?)

Track: RN807722923CA

Share Print

Delivered

September 12 at 12:21 pm

Updated: Today at 11:50 am

Origin
Burlington, ON

Received by Canada Post
Sept. 9

Delivered
Sept. 12

Delivery information

Sender: Unavailable

Service information

Latest updates

View more

We use cookies to enhance and promote our services. Choose “Accept All” to agree to the current cookie settings or “Customize” to make individual choices and get details on the cookies in

Track another item

0255

Delivery information

Sender: Unavailable

Service information

Support

- What's an expected delivery? +
- What's a delivery standard? +
- What's a delivery confirmation? +
- How do I sign up for text notifications? +
- What if my package is missing? +

See more support (/cpc/en/support/kb/tracking/overview.page)

Service alerts

These events may affect delivery schedules.

See all service alerts (/cpc/en/our-company/news-and-media/service-alerts.page?)

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This is Exhibit “028” referred to in the Affidavit of Randy Hoffner sworn by Randy Hoffner of the City of Burlington, in the Regional Municipality of Halton, before me at the City of Hamilton, in the Province of Ontario, on October 18, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

KEVIN MITCHELL

Authe DigiSign Verified - 39e1e1b1-349a-4acd-81e0-2a805c14f047

OREA Ontario Real Estate Association

Agreement of Purchase and Sale
Commercial

Form 500
for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 30 day of July, 2024

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

SELLER: Talbot Crossing Inc., the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address 5980 Colonel Talbot Road, London, ON N6P 1J1

fronting on the North side of Talbot Road

in the City of London, Ontario

and having a frontage of ..... more or less by a depth of ..... more or less

and legally described as
As Per Schedule A Attached PIN 08207 0053 approximately 97.407 acres
(Legal description of land including easements not described elsewhere)

(the "property")

PURCHASE PRICE: Dollars (CDN$) 3,689,659.09

Three Million Six Hundred Eighty-Nine Thousand Six Hundred Fifty-Nine point Zero Nine Dollars

DEPOSIT: Buyer submits upon acceptance deposit to be delivered within 2 business days
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

ES MC

One Hundred Fifty Thousand Dollars (CDN$) 150,000.00

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

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

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

1. **IRREVOCABILITY:** This offer shall be irrevocable by Seller (Seller/Buyer) until 3:00 (a.m./p.m.) on ✘ the 1 day of August, 2024, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 29 day of August, 2024. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): MC **INITIALS OF SELLER(S):** ES

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Authe DigiSign Verified - 39e1e1b1-349a-4acd-81e0-2a805c14f047

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

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

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

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

Email Address: rogergray@rogers.com / kevin.remaxwest@gmail.com (For delivery of Documents to Buyer)

4. CHATTELS INCLUDED:
vacant land

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

5. FIXTURES EXCLUDED:

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

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

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

INITIALS OF BUYER(S): MC

INITIALS OF SELLER(S): ES

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8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 15 day of August, 2024, (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, that its present use (vacant land) may be lawfully ~~continued and that the principal building~~ may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.

12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S): MC **INITIALS OF SELLER(S):** ES

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15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.

16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.

17. **RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;
(b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.

18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.

19. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.

20. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.

21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Lynx high value payment system as set out and prescribed by the *Canadian Payments Act (R.S.C., 1985, c. C-21)*, as amended from time to time.

22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless the spouse of the Seller has executed the consent hereinafter provided.

23. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing urea formaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains urea formaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.

24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.

25. **CONSUMER REPORTS: The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.**

26. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.

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

28. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S): MC

INITIALS OF SELLER(S): ES

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29. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

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

Clawson Group Inc.

(Witness)	Michael Clawson (Buyer/Authorized Signing Officer) Michael Clawson	(Seal)	31/07/2024 (Date)
(Witness)	(Buyer/Authorized Signing Officer)	(Seal)	(Date)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

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

Talbot Crossing Inc.

(Witness)	Elena Salvatore (Seller/Authorized Signing Officer) Elena Salvatore	(Seal)	07/30/2024 (Date)
(Witness)	(Seller/Authorized Signing Officer) Elena Salvatore	(Seal)	(Date)

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

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

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at ..... (a.m./p.m.) this ..... day of....., 20.....

Michael Clawson 31/07/2024
(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage REMAX WEST REALTY INC. BROKERAGE 416-769-1616 (Tel.No.)
MARIE CANONACO
(Salesperson/Broker/Broker of Record Name)

Co-op/Buyer Brokerage REMAX WEST REALTY INC. BROKERAGE 416-769-1616 (Tel.No.)
KEVIN STEPHENS
(Salesperson/Broker/Broker of Record Name)

ACKNOWLEDGEMENT

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

Elena Salvatore 07/30/2024
(Seller) Elena Salvatore (Date)

(Seller) Elena Salvatore (Date)

Address for Service .....

..... (Tel. No.)

Seller's Lawyer .....

Address .....

Email .....

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

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

Michael Clawson 31/07/2024
(Buyer) Michael Clawson (Date)

(Buyer) (Date)

Address for Service .....

..... (Tel. No.)

Buyer's Lawyer .....

Address .....

Email .....

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

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:
In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.

MARIE CANONACO 07/30/24
(Authorized to bind the Listing Brokerage) MARIE CANONACO

Acknowledged by:

Kevin Stephens 30/07/2024
(Authorized to bind the Co-operating Brokerage) KEVIN STEPHENS

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OREA Ontario Real Estate Association

Form 500
for use in the Province of Ontario

Schedule A
Agreement of Purchase and Sale – Commercial

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

BUYER: Clawson Group Inc., and

SELLER: Talbot Crossing Inc. Elena Salvatore

for the purchase and sale of 5980 Colonel Talbot Road, London, ON N6P 1J1 London, Ontario

dated the 30 day of July, 2024

Buyer agrees to pay the balance as follows:

1.01

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

1.02

BALANCE OF THE PURCHASE PRICE
on closing, the Buyer agrees to pay to the Seller, by either bank draft or certified cheque, or electronic transfer including all deposits the balance of the purchase price, subject to the ES usual adjustments set out in this agreement.

1.03
ASSIGNMENT
The Buyer shall have the right to assign this Agreement to any person persons, corporations or corporations as may be designated by the Buyer in its discretion, or to cause title to the subject lands to be taken in a name other than the Buyer herein (any party so designated by the Buyer delivering to the Seller, a written notice of such assignee by the delivery of an Assignment Agreement, wherein the Assignee agrees to be bound by the provisions of this Agreement, the Buyer herein before originally named shall not be relieved of any obligations and liability whatsoever pursuant to the provisions of this Agreement, however such assignee shall be deemed to be party hereinbefore originally named as the Buyer.

The completion of this transaction is conditional upon the Buyer and/or its permitted assigns successfully completing the closing on the Closing Date of the Property herein, together with the following two (2) properties:

1. Wonderland Rd S, Part LOTS 58 & 59 Etr Westminster, London, ON, N6P 1J1 - PIN #08207 0153 - Seller London Valley V Inc.

2. 6172 Colonel Talbot Road, Ontario, Ontario, N6P 1J1- PIN #08207 0207 - Seller: London Valley II Inc.

Failure by the Buyer, through no fault of its own, to purchase all three properties, shall result in the forfeiture of its deposit to the Seller in full satisfaction of any damages/costs incurred by the Seller and the Listing Broker, in such event is hereby irrevocably directed to release the entire deposit, without interest or deduction, to the Seller, as this Agreement shall be at an end.

Buyer acknowledges that

i.) it is purchasing the Property "AS IS", and that the Seller has made no representations and warranties other then as set out in this Agreement.

ii.) that the Purchase Price is not based on the accuracy of the Geowarehouse set out in Schedule B and accordingly the Purchase Price is not adjustable.

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

INITIALS OF BUYER(S): MC **INITIALS OF SELLER(S):** ES

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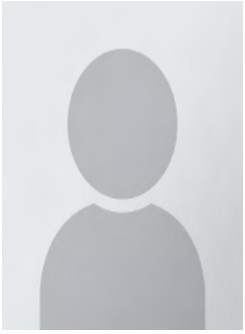
Generated on July 30, 2024

5980 COLONEL TALBOT RD
LONDON
N6P 1J1

PIN 082070053

Basic Client Report



This report was prepared by:
MARIE CANONACO
Salesperson

mariecanonaco@gmail.com

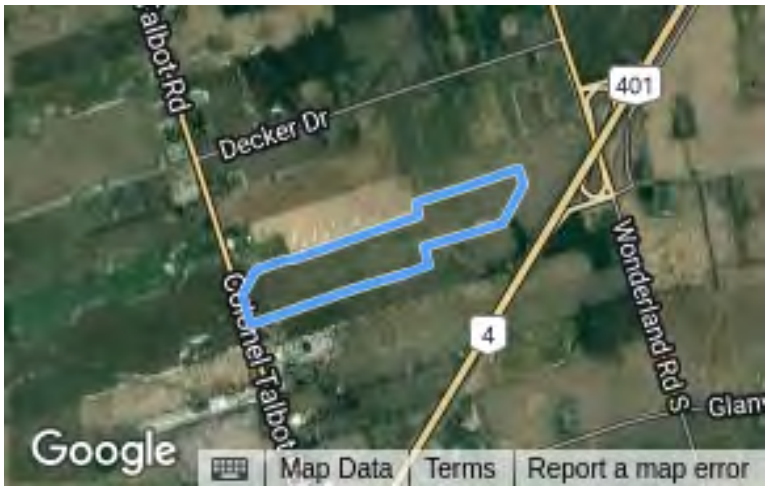
Remax West Realty Inc.
1678 Bloor St. W
Toronto, Ontario, Canada, M6P 1A9
Office: 6474004311

Property Details - PIN 082070053

PIN:	082070053
Land Registry Office:	MIDDLESEX (33)
Land Registry Status:	Active
Registration Type:	Certified (Land Titles)
Ownership Type:	Freehold

Area:	4243054.03 sq.ft
Perimeter:	12385.17 ft.
Measurements:	262.61ft. x 3036.77ft. x 473.91ft. x 556.58ft. x 3275.43ft. x 316.67ft. x 1472.74ft. x 760.35ft. x 304.99ft. x 1925.84ft.
Legal Description:	PART LOT 58 & 59 ETR DESIGNATED PART 1, 33R9477; SUBJECT TO 871357 LONDON/WESTMINSTER

Aerial View Of Property



Street View

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Assessment Information

ARN 393608006004600 Taxation Year	Previous Assessment : N/A Phased-In Assessment
2024	$1,579,000
2023	$1,579,000
2022	$1,579,000
2021	$1,579,000

Frontage: 304.16 ft.

Depth: N/A

Based On: January 1, 2016

Description: Vacant residential/commercial/ industri

Property Code: 260

Current Assessment: $1,579,000

Sales History

Sale Date	Sale	Type
Nov 14, 2016	$0	Transfer
Jun 15, 1990	$230,000	Transfer

Enhanced Site & Structure

Structures:

Assessment Roll Legal Description:	CON ETR PT LOTS 58,59 RP 33R9477 PART 1
Property Address:	5980 COLONEL TALBOT RD LONDON ON N6P1J1
Zoning:	ER,AG2
Property Type:	FARM
Site Area:	96.77A
Site Variance:	Irregular
Driveway Type:	Separate or Private Driveway
Garage Type:	N/A
Garage Spaces:	N/A
Water Service Type:	N/A
Sanitation Type:	N/A
Pool:	Indoor : N/A, Outdoor : N/A
RRF ApealDate:	2019-04-01
Abut Details:	ABUTS HYDRO CORRIDOR,TRAFFIC PATTERN - MEDIUM
Onsite Details:	N/A
Proximity Details:	N/A
Waterfront Details:	N/A
Last Property Assessment Notice	2018-10-31
Property Owner Name:	N/A
Property Owner Mail:	C/O PRAPAVESSIS JASEK 3380 SOUTH SERVICE RD BURLINGTON ON L7N 3J5

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Residential Property Tax Details

Terms and Conditions

Currency of Information. Data contained in the Geowarehouse reports are not maintained real-time. Data contained in reports, other than the Parcel Register, may be out of date ten business days or more from data contained in POLARIS.
Completeness of the Sales History Report: Some Sales History Reports may be incomplete due to the amount of data collected during POLARIS title automation. Subject properties may also show nominal consideration or sales price (e.g. $2) in cases such as transfers between spouses or in tax exempt transfers.

The Property Information Services, reports and information are provided "as is" and your use is subject to the applicable Legal Terms and Conditions. Some information obtained from the Land Registry Information Services is not the official government record and will not reflect the current status of interests in land. Use of personal information contained herein shall relate directly to the purpose for which the data appears in land registry records and is subject to all applicable privacy legislation in respect of personal information. Such information shall not be used for marketing to a named individual.

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OREA Ontario Real Estate Association

Form 320
for use in the Province of Ontario

Confirmation of Co-operation and Representation Buyer/Seller

BUYER: Clawson Group Inc.

SELLER: Talbot Crossing Inc.

For the transaction on the property known as: 5980 Colonel Talbot Road, London, ON N6P 1J1 London, Ontario

DEFINITIONS AND INTERPRETATIONS: For the purposes of this Confirmation of Co-operation and Representation:
"Seller" includes a vendor, landlord, lessor or a prospective seller, vendor, landlord or lessor and "Buyer" includes a purchaser, tenant, lessee or a prospective buyer, purchaser, tenant or lessee and "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be deemed to include other remuneration.

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

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

1. LISTING BROKERAGE (Single Representation)

a) ☒ The Listing Brokerage or a Designated Representative of the Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:

1) ☐ Neither the Listing Brokerage nor a Designated Representative of the Listing Brokerage is representing the Buyer and has not entered into a representation agreement with the Buyer.

2) ☐ The Listing Brokerage or a Designated Representative of the Listing Brokerage is providing assistance to the Buyer and the Buyer is a self-represented party.

3) ☐ The Seller client and Buyer client are each separately represented by different designated representatives of the same brokerage and there is no multiple representation.

2. LISTING BROKERAGE (Multiple Representation)

a) ☒ The Listing Brokerage has entered into Representation Agreement with the Buyer and there is Multiple Representation.

b) ☐ The Designated Representative who represents the Seller also represents the Buyer and there is Multiple Representation.

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

3. PROPERTY SOLD BY BUYER BROKERAGE

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

4. CO-OPERATING BROKERAGE

a) ☒ **CO-OPERATING BROKERAGE – REPRESENTATION:**

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

b) ☒ **CO-OPERATING BROKERAGE – COMMISSION:**

1) ☐ The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property in the amount of 3.75% + HST to be paid from the amount paid by the Seller to the Listing Brokerage.
(Commission As Indicated In MLS® Information)

2) ☒ The Co-operating Brokerage will be paid as follows:
3.75% of the purchase price + applicable HST

Additional comments and/or disclosures by Co-operating Brokerage: (e.g., The Co-operating Brokerage represents more than one Buyer offering on this property.)
REMAX WEST REALTY Brokerage & Coldwell Banker TREC are co-representing the Buyer, and 1.25% + HST will be paid to Roger Gray Coldwell Banker TREC Brokerage

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

MC	KS	ES	MC
BUYER	**CO-OPERATING/BUYER BROKERAGE**	**SELLER**	**LISTING BROKERAGE**

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Commission will be payable as described above, plus applicable taxes.

COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 4 above. The Listing Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)

REMAX WEST REALTY INC. BROKERAGE	REMAX WEST REALTY INC. BROKERAGE
(Name of Co-operating/Buyer Brokerage)	(Name of Listing Brokerage)
51 Monterrey Drive Etobicoke ON M9V 1S9	1678 Bloor Street West Toronto ON M6P 1A9
Tel.: 416-769-1616 Fax:	Tel.: 416-769-1616 Fax:
Kevin Stephens 30/07/2024	AuthentiSIGN MARIE CANONACO 07/30/2024
(Authorized to bind the Co-operating/Buyer Brokerage) (Date)	(Authorized to bind the Listing Brokerage) (Date)
KEVIN STEPHENS	MARIE CANONACO
(Print Name of Salesperson/Broker/Broker of Record)	(Print Name of Salesperson/Broker/Broker of Record)

CONSENT FOR MULTIPLE REPRESENTATION

The Buyer and Seller confirm that they have previously consented to Multiple Representation.
The Buyer and Seller consent with their initials Multiple Representation for this transaction.

MC — **INITIALS OF BUYER(S)**

INITIALS OF SELLER(S)

ACKNOWLEDGEMENT

I have received, read, and understand the above information.

Michael Clawson	31/07/2024	AuthentiSIGN Elena Salvatore	07/30/2024
(Signature of Buyer) Michael Clawson	(Date)	(Signature of Seller) Talbot Crossing Inc.	(Date)
(Signature of Buyer)	(Date)	(Signature of Seller)	(Date)

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This is Exhibit “029” referred to in the Affidavit of Randy Hoffner sworn by Randy Hoffner of the City of Burlington, in the Regional Municipality of Halton, before me at the City of Hamilton, in the Province of Ontario, on October 18, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

KEVIN MITCHELL

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OREA Ontario Real Estate Association

Agreement of Purchase and Sale
Commercial

Form 500
for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 30 day of July, 2024

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

SELLER: London Valley II Inc., the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address 6172 Colonel Talbot Road, London, ON N6P 1J1

fronting on the North side of Talbot Road

in the City of

and having a frontage of ..... more or less by a depth of ..... more or less

and legally described as
As Per Schedule A Attached PIN 082070207 approximately 87.314 acres
(Legal description of land including easements not described elsewhere)

(the "property")

PURCHASE PRICE: Dollars (CDN$) 3,307,348.48

Three Million Three Hundred Seven Thousand Three Hundred Forty-Eight point Forty-Eight Dollars

ES

DEPOSIT: Buyer submits upon acceptance deposit to be delivered within 2 business days
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

MC

One Hundred Fifty Thousand Dollars (CDN$) 150,000.00

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

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

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

1. **IRREVOCABILITY:** This offer shall be irrevocable by Seller (Seller/Buyer) until 3:00 (a.m./p.m.) ✘ on the 1 day of August, 2024, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 29 day of August, 2024. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): MC **INITIALS OF SELLER(S):** ES

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

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

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

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

Email Address: rogergray@rogers.com / kevin.remaxwest@gmail.com (For delivery of Documents to Buyer)

4. CHATTELS INCLUDED:
vacant land

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

5. FIXTURES EXCLUDED:

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

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

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

INITIALS OF BUYER(S): MC

INITIALS OF SELLER(S): ES

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8. TITLE SEARCH: Buyer shall be allowed until 6:00 p.m. on the 15 day of August, 2024, (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, that its present use (vacant land) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. FUTURE USE: Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. TITLE: Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. CLOSING ARRANGEMENTS: Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.

12. DOCUMENTS AND DISCHARGE: Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. INSPECTION: Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.

14. INSURANCE: All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S): MC **INITIALS OF SELLER(S):** ES

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15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.

16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.

17. **RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;
(b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.

18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.

19. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.

20. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.

21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Lynx high value payment system as set out and prescribed by the *Canadian Payments Act (R.S.C., 1985, c. C-21)*, as amended from time to time.

22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless the spouse of the Seller has executed the consent hereinafter provided.

23. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing urea formaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains urea formaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.

24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.

25. **CONSUMER REPORTS: The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.**

26. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.

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

28. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S): MC **INITIALS OF SELLER(S):** ES

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29. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

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

Clawson Group Inc.

(Witness) Michael Clawson (Buyer/Authorized Signing Officer) Michael Clawson (Seal) 31/07/2024 (Date)

(Witness) (Buyer/Authorized Signing Officer) (Seal) (Date)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

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

London Valley II Inc.

(Witness) Elena Salvatore (Seller/Authorized Signing Officer) Elena Salvatore (Seal) 07/30/2024 (Date)

(Witness) (Seller/Authorized Signing Officer) (Seal) (Date)

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

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

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at ..... (a.m./p.m.) this ..... day of....., 20.....

Michael Clawson 31/07/2024
(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage REMAX WEST REALTY INC. BROKERAGE 416-769-1616 (Tel.No.)

MARIE CANONACO
(Salesperson/Broker/Broker of Record Name)

Co-op/Buyer Brokerage REMAX WEST REALTY INC. BROKERAGE 416-769-1616 (Tel.No.)

KEVIN STEPHENS
(Salesperson/Broker/Broker of Record Name)

ACKNOWLEDGEMENT

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

Elena Salvatore 07/30/2024
(Seller) Elena Salvatore (Date)

(Seller) (Date)

Address for Service .....

..... (Tel. No.)

Seller's Lawyer .....

Address .....

Email .....

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

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

Michael Clawson 31/07/2024
(Buyer) Michael Clawson (Date)

(Buyer) (Date)

Address for Service .....

..... (Tel. No.)

Buyer's Lawyer .....

Address .....

Email .....

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

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:
In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.

MARIE CANONACO 07/30/24
(Authorized to bind the Listing Brokerage) MARIE CANONACO

Acknowledged by:

Kevin Stephens 30/07/2024
(Authorized to bind the Co-operating Brokerage) KEVIN STEPHENS

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OREA Ontario Real Estate Association

Form 500
for use in the Province of Ontario

Schedule A
Agreement of Purchase and Sale – Commercial

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

BUYER: Clawson Group Inc., and

SELLER: London Valley II Inc.

for the purchase and sale of 6172 Colonel Talbot Road, London, ON N6P 1J1

dated the 30 day of July, 2024

Buyer agrees to pay the balance as follows:

1.01

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

1.02

BALANCE OF THE PURCHASE PRICE
on closing, the Buyer agrees to pay to the Seller, by either bank draft or certified cheque, or electronic transfer including all deposits the balance of the purchase price, subject to the ES usual adjustments set out in this agreement.

1.03
ASSIGNMENT
The Buyer shall have the right to assign this Agreement to any person persons, corporations or corporations as may be designated by the Buyer in its discretion, or to cause title to the subject lands to be taken in a name other than the Buyer herein (any party so designated by the Buyer delivering to the Seller, a written notice of such assignee by the delivery of an Assignment Agreement, wherein the Assignee agrees to be bound by the provisions of this Agreement, the Buyer herein before originally named shall not be relieved of any obligations and liability whatsoever pursuant to the provisions of this Agreement, however such assignee shall be deemed to be party hereinbefore originally named as the Buyer.

The completion of this transaction is conditional upon the Buyer and/or its permitted assigns successfully completing the closing on the Closing Date of the Property herein, together with the following two (2) properties:

1. 5980 Colonel Talbot Road, Ontario, Ontario, N6P 1J1- PIN #08207 0053 - Seller: Talbot Crossing Inc.

2. Wonderland Rd S, Part LOTS 58 & 59 ETR WESTMINSTER, London,Ontario, N6P 1J1- PIN #08207 0153 - Seller: London Valley V Inc.

Failure by the Buyer, through no fault of its own, to purchase all three properties, shall result in the forfeiture of its deposit to the Seller in full satisfaction of any damages/costs incurred by the Seller and the Listing Broker, in such event is hereby irrevocably directed to release the entire deposit, without interest or deduction, to the Seller, as this Agreement shall be at an end.

Buyer acknowledges that

i.) it is purchasing the Property "AS IS", and that the Seller has made no representations and warranties other then as set out in this Agreement.

ii.) that the Purchase Price is not based on the accuracy of the Geowarehouse set out in Schedule B and accordingly the Purchase Price is not adjustable.

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

INITIALS OF BUYER(S): MC **INITIALS OF SELLER(S):** ES

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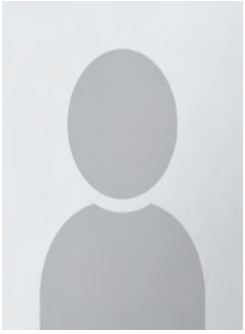
Generated on July 29, 2024

6172 COLONEL TALBOT RD
LONDON
N6P 1J1

PIN 082070207

Basic Client Report



This report was prepared by:
MARIE CANONACO
Salesperson

mariecanonaco@gmail.com

Remax West Realty Inc.
1678 Bloor St. W
Toronto, Ontario, Canada, M6P 1A9
Office: 6474004311

Property Details - PIN 082070207

PIN:	082070207
Land Registry Office:	MIDDLESEX (33)
Land Registry Status:	Active
Registration Type:	Certified (Land Titles)
Ownership Type:	Freehold

Area:	3803381.01 sq.ft
Perimeter:	11092.52 ft.
Measurements:	513.59ft. x 596.69ft. x 355.97ft. x 788.88ft. x 334.05ft. x 3361.94ft. x 1790.94ft. x 3263.31ft. x 87.44ft.
Legal Description:	PART LOTS 58 & 57 ETR AS IN 422573; EXCEPT PART 1, 33R8976 AND PART 1 EXPROPRIATION PLAN ER1469082; "DESCRIPTION IN 422573 MAY NOT BE ACCEPTABLE IN THE FUTURE" LONDON/WESTMINSTER "DESCRIPTION REVISED 2012/01/16, RE: EXCEPTION"

Aerial View Of Property

Street View

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Assessment Information

ARN 393608006004000	Previous Assessment : N/A
Taxation Year	Phased-In Assessment
2024	$1,401,000
2023	$1,401,000
2022	$1,401,000
2021	$1,401,000

Frontage:	N/A	Description:	Vacant residential/commercial/ industri
Depth:	N/A	Property Code:	260
Based On:	January 1, 2016	Current Assessment:	$1,401,000

Sales History

Sale Date	Sale	Type
Aug 30, 2012	$0	Transfer

Enhanced Site & Structure

Structures:

Assessment Roll Legal Description:	WESTMINSTER CON ETR PT LOTS 57 AND 58
Property Address:	6172 COLONEL TALBOT RD LONDON ON N6P1J1
Zoning:	AG2
Property Type:	FARM
Site Area:	86.29A
Site Variance:	Irregular
Driveway Type:	Separate or Private Driveway
Garage Type:	N/A
Garage Spaces:	N/A
Water Service Type:	None But Potential to Connect to One of the Above
Sanitation Type:	Septic Bed
Pool:	Indoor : N/A, Outdoor : N/A
RRF ApealDate:	2023-03-31
Abut Details:	TRAFFIC PATTERN - MEDIUM,ABUTS COMMERCIAL
Onsite Details:	N/A
Proximity Details:	PROXIMITY TO INDUSTRIAL
Waterfront Details:	N/A
Last Property Assessment Notice	2022-11-02
Property Owner Name:	N/A
Property Owner Mail:	1 ROBERT SPECK PKY SUITE 960 MISSISSAUGA ON L4Z 3M3

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Residential Property Tax Details

Terms and Conditions

Currency of Information. Data contained in the Geowarehouse reports are not maintained real-time. Data contained in reports, other than the Parcel Register, may be out of date ten business days or more from data contained in POLARIS.
Completeness of the Sales History Report: Some Sales History Reports may be incomplete due to the amount of data collected during POLARIS title automation. Subject properties may also show nominal consideration or sales price (e.g. $2) in cases such as transfers between spouses or in tax exempt transfers.

The Property Information Services, reports and information are provided "as is" and your use is subject to the applicable Legal Terms and Conditions. Some information obtained from the Land Registry Information Services is not the official government record and will not reflect the current status of interests in land. Use of personal information contained herein shall relate directly to the purpose for which the data appears in land registry records and is subject to all applicable privacy legislation in respect of personal information. Such information shall not be used for marketing to a named individual.

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OREA Ontario Real Estate Association

Form 320
for use in the Province of Ontario

Confirmation of Co-operation and Representation Buyer/Seller

BUYER: Clawson Group Inc.

SELLER: London Valley II Inc.

For the transaction on the property known as: 6172 Colonel Talbot Road, London, ON N6P 1J1 London, Ontario

DEFINITIONS AND INTERPRETATIONS: For the purposes of this Confirmation of Co-operation and Representation:
"Seller" includes a vendor, landlord, lessor or a prospective seller, vendor, landlord or lessor and "Buyer" includes a purchaser, tenant, lessee or a prospective buyer, purchaser, tenant or lessee and "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be deemed to include other remuneration.

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

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

1. LISTING BROKERAGE (Single Representation)

a) ☒ The Listing Brokerage or a Designated Representative of the Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:

1) ☐ Neither the Listing Brokerage nor a Designated Representative of the Listing Brokerage is representing the Buyer and has not entered into a representation agreement with the Buyer.

2) ☐ The Listing Brokerage or a Designated Representative of the Listing Brokerage is providing assistance to the Buyer and the Buyer is a self-represented party.

3) ☒ The Seller client and Buyer client are each separately represented by different designated representatives of the same brokerage and there is no multiple representation.

2. LISTING BROKERAGE (Multiple Representation)

a) ☒ The Listing Brokerage has entered into Representation Agreement with the Buyer and there is Multiple Representation.

b) ☐ The Designated Representative who represents the Seller also represents the Buyer and there is Multiple Representation.

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

3. PROPERTY SOLD BY BUYER BROKERAGE

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

4. CO-OPERATING BROKERAGE

a) ☒ **CO-OPERATING BROKERAGE – REPRESENTATION:**

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

b) ☒ **CO-OPERATING BROKERAGE – COMMISSION:**

1) ☐ The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property in the amount of 3.75% + HST to be paid from the amount paid by the Seller to the Listing Brokerage.
(Commission As Indicated In MLS® Information)

2) ☒ The Co-operating Brokerage will be paid as follows:
3.75% of the purchase price + applicable HST

Additional comments and/or disclosures by Co-operating Brokerage: (e.g., The Co-operating Brokerage represents more than one Buyer offering on this property.)
REMAX WEST REALTY Brokerage & Coldwell Banker TREC are co-representing The Buyer and 1.25% + HST will be paid to Roger Gray Coldwell Banker TREC Brokerage

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

MC	KS	ES	MC
BUYER	**CO-OPERATING/BUYER BROKERAGE**	**SELLER**	**LISTING BROKERAGE**

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Commission will be payable as described above, plus applicable taxes.

COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 4 above. The Listing Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)

REMAX WEST REALTY INC. BROKERAGE	REMAX WEST REALTY INC. BROKERAGE
(Name of Co-operating/Buyer Brokerage)	(Name of Listing Brokerage)
51 Monterrey Drive Etobicoke ON M9V 1S9	1678 Bloor Street West Toronto ON M6P 1A9
Tel.: 416-769-1616 Fax:	Tel.: 416-769-1616 Fax:
Kevin Stephens 30/07/2024	AuthentiSIGN MARIE CANONACO 07/30/2024
(Authorized to bind the Co-operating/Buyer Brokerage) (Date)	(Authorized to bind the Listing Brokerage) (Date)
KEVIN STEPHENS	MARIE CANONACO
(Print Name of Salesperson/Broker/Broker of Record)	(Print Name of Salesperson/Broker/Broker of Record)

CONSENT FOR MULTIPLE REPRESENTATION

The Buyer and Seller confirm that they have previously consented to Multiple Representation.
The Buyer and Seller consent with their initials Multiple Representation for this transaction.

MC — **INITIALS OF BUYER(S)**

AuthentiSIGN ES — **INITIALS OF SELLER(S)**

ACKNOWLEDGEMENT

I have received, read, and understand the above information.

Michael Clawson	31/07/2024	AuthentiSIGN Elena Salvatore	07/30/2024
(Signature of Buyer) Michael Clawson	(Date)	(Signature of Seller) London Valley II Inc.	(Date)
(Signature of Buyer)	(Date)	(Signature of Seller)	(Date)

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This is Exhibit “030” referred to in the Affidavit of Randy Hoffner sworn by Randy Hoffner of the City of Burlington, in the Regional Municipality of Halton, before me at the City of Hamilton, in the Province of Ontario, on October 18, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

KEVIN MITCHELL

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OREA Ontario Real Estate Association

Agreement of Purchase and Sale
Commercial

Form 500
for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 30 day of July, 2024

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

SELLER: London Valley V Inc., the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address Wonderland Rd S, Part LOTS 58 & 59 ETR WESTMINSTER,London, ON N6P 1J6

fronting on the North side of Wonderland Road S Part Lots 58 & 59 Etc Westminist

in the City of London, Ontario

and having a frontage of as Per Schedule B more or less by a depth of ..... more or less

and legally described as
As Per Schedule A Attached PIN 082070153 approximately 79.772 acres
(Legal description of land including easements not described elsewhere)

(the "property")

PURCHASE PRICE: Dollars (CDN$) 3,021,666.67

Three Million Twenty-One Thousand Six Hundred Sixty-Six point Sixty-Seven Dollars

DEPOSIT: Buyer submits deposit to be delivered within 2 business days upon acceptance
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

One Hundred Fifty Thousand Dollars (CDN$) 150,000.00

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

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

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

1. **IRREVOCABILITY:** This offer shall be irrevocable by Seller (Seller/Buyer) until 3:00 (a.m./p.m.) on the 1 day of August, 2024, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 29 day of August, 2024. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): MC **INITIALS OF SELLER(S):** ES

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

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

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

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

Email Address: rogergray@rogers.com / kevin.remaxwest@gmail.com (For delivery of Documents to Buyer)

4. CHATTELS INCLUDED:
vacant land

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

5. FIXTURES EXCLUDED:

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

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

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

INITIALS OF BUYER(S): MC **INITIALS OF SELLER(S):** ES

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8. TITLE SEARCH: Buyer shall be allowed until 6:00 p.m. on the 15 day of August, 2024, (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, that its present use (vacant land) may be lawfully ~~continued and that the principal building may be insured against risk of fire~~. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. FUTURE USE: Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. TITLE: Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. CLOSING ARRANGEMENTS: Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.

12. DOCUMENTS AND DISCHARGE: Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. INSPECTION: Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.

14. INSURANCE: All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S): MC **INITIALS OF SELLER(S):** ES

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15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.

16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.

17. **RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;
(b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.

18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.

19. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.

20. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.

21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Lynx high value payment system as set out and prescribed by the *Canadian Payments Act (R.S.C., 1985, c. C-21)*, as amended from time to time.

22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless the spouse of the Seller has executed the consent hereinafter provided.

23. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing urea formaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains urea formaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.

24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.

25. **CONSUMER REPORTS: The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.**

26. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.

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

28. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S): MC **INITIALS OF SELLER(S):** ES

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29. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

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

Clawson Group Inc.

(Witness)	Michael Clawson (Buyer/Authorized Signing Officer) Michael Clawson	(Seal)	31/07/2024 (Date)
(Witness)	(Buyer/Authorized Signing Officer)	(Seal)	(Date)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

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

London Valley V. Inc

(Witness)	Elena Salvatore (Seller/Authorized Signing Officer) Elena Salvatore	(Seal)	07/30/2024 (Date)
(Witness)	(Seller/Authorized Signing Officer)	(Seal)	(Date)

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

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

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at ..... (a.m./p.m.) this ..... day of....., 20.....

Michael Clawson 31/07/2024
(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage REMAX WEST REALTY INC. BROKERAGE 416-769-1616 (Tel.No.)
MARIE CANONACO
(Salesperson/Broker/Broker of Record Name)

Co-op/Buyer Brokerage REMAX WEST REALTY INC. BROKERAGE 416-769-1616 (Tel.No.)
KEVIN STEPHENS
(Salesperson/Broker/Broker of Record Name)

ACKNOWLEDGEMENT

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

Elena Salvatore 07/30/2024
(Seller) Elena Salvatore (Date)
(Seller) (Date)
Address for Service .....
(Tel. No.)
Seller's Lawyer .....
Address .....
Email .....
(Tel. No.) (Fax. No.)

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

Michael Clawson 31/07/2024
(Buyer) Michael Clawson (Date)
(Buyer) (Date)
Address for Service .....
(Tel. No.)
Buyer's Lawyer .....
Address .....
Email .....
(Tel. No.) (Fax. No.)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:
In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.

MARIE CANONACO 07/30/24
(Authorized to bind the Listing Brokerage) MARIE CANONACO

Acknowledged by:
Kevin Stephens 30/07/2024
(Authorized to bind the Co-operating Brokerage) KEVIN STEPHENS

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OREA Ontario Real Estate Association

Form 500
for use in the Province of Ontario

Schedule A
Agreement of Purchase and Sale – Commercial

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

BUYER: Clawson Group Inc., and

SELLER: London Valley V Inc.

for the purchase and sale of Wonderland Rd S, Part LOTS 58 & 59 ETR WESTMINSTER,London, ON N6P 1J6 London, Ontario

dated the 30 day of July, 2024

Buyer agrees to pay the balance as follows:

1.01

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

1.02

BALANCE OF THE PURCHASE PRICE
on closing, the Buyer agrees to pay to the Seller, by either bank draft or certified cheque, or electronic transfer including all deposits the balance of the purchase price, subject to the ES usual adjustments set out in this agreement.

1.03
ASSIGNMENT
The Buyer shall have the right to assign this Agreement to any person persons, corporations or corporations as may be designated by the Buyer in its discretion, or to cause title to the subject lands to be taken in a name other than the Buyer herein (any party so designated by the Buyer delivering to the Seller, a written notice of such assignee by the delivery of an Assignment Agreement, wherein the Assignee agrees to be bound by the provisions of this Agreement, the Buyer herein before originally named shall not be relieved of any obligations and liability whatsoever pursuant to the provisions of this Agreement, however such assignee shall be deemed to be party hereinbefore originally named as the Buyer.

The completion of this transaction is conditional upon the Buyer and/or its permitted assigns successfully completing the closing on the Closing Date of the Property herein, together with the following two (2) properties:

1. 6172 Colonel Talbot Road, Ontario, Ontario, N6P 1J1- PIN #08207 0207 - Seller: London Valley II Inc.

2. 5980 Colonel Talbot Road, Ontario, Ontario, N6P 1J1- PIN #08207 9953 - Seller: Talbot Crossing Inc.

Failure by the Buyer, through no fault of its own, to purchase all three properties, shall result in the forfeiture of its deposit to the Seller in full satisfaction of any damages/costs incurred by the Seller and the Listing Broker, in such event is hereby irrevocably directed to release the entire deposit, without interest or deduction, to the Seller, as this Agreement shall be at an end.

Buyer acknowledges that

i.) it is purchasing the Property "AS IS", and that the Seller has made no representations and warranties other then as set out in this Agreement.

ii.) that the Purchase Price is not based on the accuracy of the Geowarehouse set out in Schedule B and accordingly the Purchase Price is not adjustable.

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

INITIALS OF BUYER(S): MC **INITIALS OF SELLER(S):** ES

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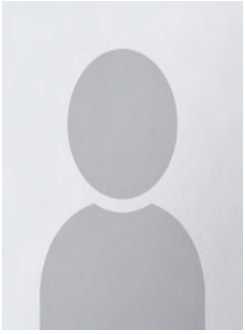
Generated on July 29, 2024

LONDON

PIN 082070153

Basic Client Report



This report was prepared by:

MARIE CANONACO
Salesperson

mariecanonaco@gmail.com

Remax West Realty Inc.
1678 Bloor St. W
Toronto, Ontario, Canada, M6P 1A9
Office: 6474004311

Property Details - PIN 082070153

PIN:	082070153
Land Registry Office:	MIDDLESEX (33)
Land Registry Status:	Active
Registration Type:	Certified (Land Titles)
Ownership Type:	Freehold

Area:	3474877.55 sq.ft
Perimeter:	11942.26 ft.
Measurements:	518.3ft. x 3263.68ft. x 548.08ft. x 1925.84ft. x 304.99ft. x 760.35ft. x 632.44ft. x 841.21ft. x 595.1ft. x 2553.89ft.
Legal Description:	PART LOTS 58 & 59 ETR WESTMINSTER DESIGNATED PARTS 8 & 9, 33R2972; AND PT LT 59, ETR WESTMINSTER AS IN 559255; SAVE & EXCEPT PART 1, PLAN ER864297 CITY OF LONDON

Aerial View Of Property

Street View

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Assessment Information

ARN 393608006004802	Previous Assessment : N/A
Taxation Year	Phased-In Assessment
2024	$1,282,000
2023	$1,282,000
2022	$1,282,000
2021	$1,282,000

Frontage:	N/A	Description:	Vacant residential/commercial/ industri
Depth:	N/A	Property Code:	260
Based On:	January 1, 2016	Current Assessment:	$1,282,000

Sales History

Sale Date	Sale	Type
Jan 30, 2015	$0	Transfer
Jan 12, 2015	$2	Transfer
Feb 28, 1983	$35,000	Transfer

Enhanced Site & Structure

Structures:

Assessment Roll Legal Description:	CON ETR PT LOTS 58 AND 59 AND RP 33R2972 PARTS 8 AND 9
Property Address:	WONDERLAND RD S LONDON ON N6P1J6
Zoning:	AG2
Property Type:	FARM
Site Area:	79.59A
Site Variance:	Irregular
Driveway Type:	Separate or Private Driveway
Garage Type:	N/A
Garage Spaces:	N/A
Water Service Type:	None But Potential to Connect to One of the Above
Sanitation Type:	None
Pool:	Indoor : N/A, Outdoor : N/A
RRF ApealDate:	2021-03-31
Abut Details:	TRAFFIC PATTERN - MEDIUM
Onsite Details:	N/A
Proximity Details:	N/A
Waterfront Details:	N/A
Last Property Assessment Notice	2020-11-11
Property Owner Name:	N/A
Property Owner Mail:	C/O TSI INTERNATIONAL INC ATTN: DANE LANE 1 ROBERT SPECK PKY SUITE 960 MISSISSAUGA ON L4Z 3M3

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Terms and Conditions

Currency of Information. Data contained in the Geowarehouse reports are not maintained real-time. Data contained in reports, other than the Parcel Register, may be out of date ten business days or more from data contained in POLARIS.
Completeness of the Sales History Report: Some Sales History Reports may be incomplete due to the amount of data collected during POLARIS title automation. Subject properties may also show nominal consideration or sales price (e.g. $2) in cases such as transfers between spouses or in tax exempt transfers.

The Property Information Services, reports and information are provided "as is" and your use is subject to the applicable Legal Terms and Conditions. Some information obtained from the Land Registry Information Services is not the official government record and will not reflect the current status of interests in land. Use of personal information contained herein shall relate directly to the purpose for which the data appears in land registry records and is subject to all applicable privacy legislation in respect of personal information. Such information shall not be used for marketing to a named individual.

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OREA Ontario Real Estate Association

Confirmation of Co-operation and Representation Buyer/Seller

Form 320
for use in the Province of Ontario

BUYER: Clawson Group Inc.

SELLER: London Valley V Inc.

For the transaction on the property known as: Wonderland Rd S, Part LOTS 58 & 59 ETR WESTMINSTER, London, ON N6P 1J6 London, Ontario

DEFINITIONS AND INTERPRETATIONS: For the purposes of this Confirmation of Co-operation and Representation:
"Seller" includes a vendor, landlord, lessor or a prospective seller, vendor, landlord or lessor and "Buyer" includes a purchaser, tenant, lessee or a prospective buyer, purchaser, tenant or lessee and "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be deemed to include other remuneration.

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

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

1. LISTING BROKERAGE (Single Representation)

a) ☒ The Listing Brokerage or a Designated Representative of the Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:

1) ☐ Neither the Listing Brokerage nor a Designated Representative of the Listing Brokerage is representing the Buyer and has not entered into a representation agreement with the Buyer.

2) ☐ The Listing Brokerage or a Designated Representative of the Listing Brokerage is providing assistance to the Buyer and the Buyer is a self-represented party.

3) ☒ The Seller client and Buyer client are each separately represented by different designated representatives of the same brokerage and there is no multiple representation.

2. LISTING BROKERAGE (Multiple Representation)

a) ☒ The Listing Brokerage has entered into Representation Agreement with the Buyer and there is Multiple Representation.

b) ☐ The Designated Representative who represents the Seller also represents the Buyer and there is Multiple Representation.

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

3. PROPERTY SOLD BY BUYER BROKERAGE

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

4. CO-OPERATING BROKERAGE

a) ☒ **CO-OPERATING BROKERAGE – REPRESENTATION:**

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

b) ☒ **CO-OPERATING BROKERAGE – COMMISSION:**

1) ☐ The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property in the amount of 3.75% + HST to be paid from the amount paid by the Seller to the Listing Brokerage.
(Commission As Indicated In MLS® Information)

2) ☐ The Co-operating Brokerage will be paid as follows:
3.75% of purchase price + applicable HST

Additional comments and/or disclosures by Co-operating Brokerage: (e.g., The Co-operating Brokerage represents more than one Buyer offering on this property.)
REMAX WEST REALTY Brokerage & COLDWELL BANKER TREC Brokerage are co-representing the Buyer and 1.25% + HST will be paid to Roger Gray Coldwell Banker TREC Brokerage

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

MC	KS	ES	MC
BUYER	**CO-OPERATING/BUYER BROKERAGE**	**SELLER**	**LISTING BROKERAGE**

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Commission will be payable as described above, plus applicable taxes.

COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 4 above. The Listing Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)

REMAX WEST REALTY INC. BROKERAGE	REMAX WEST REALTY INC. BROKERAGE
(Name of Co-operating/Buyer Brokerage)	(Name of Listing Brokerage)
51 Monterrey Drive Etobicoke ON M9V 1S9	1678 Bloor Street West Toronto ON M6P 1A9
Tel.: 416-769-1616 Fax:	Tel.: 416-769-1616 Fax:
Kevin Stephens 30/07/2024	AuthentiSIGN MARIE CANONACO 07/30/2024
(Authorized to bind the Co-operating/Buyer Brokerage) (Date)	(Authorized to bind the Listing Brokerage) (Date)
KEVIN STEPHENS	MARIE CANONACO
(Print Name of Salesperson/Broker/Broker of Record)	(Print Name of Salesperson/Broker/Broker of Record)

CONSENT FOR MULTIPLE REPRESENTATION

The Buyer and Seller confirm that they have previously consented to Multiple Representation.
The Buyer and Seller consent with their initials Multiple Representation for this transaction.

MC — **INITIALS OF BUYER(S)**

AuthentiSIGN ES — **INITIALS OF SELLER(S)**

ACKNOWLEDGEMENT

I have received, read, and understand the above information.

Michael Clawson	31/07/2024	AuthentiSIGN Elena Salvatore	07/30/2024
(Signature of Buyer) Michael Clawson	(Date)	(Signature of Seller) London Valley V. Inc	(Date)
(Signature of Buyer)	(Date)	(Signature of Seller)	(Date)

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THIS IS **EXHIBIT "D"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

Court File No: CV-24-00087580-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

TRANS GLOBAL PARTNERS LIMITED,
RANDY HOFFNER and PAULINE HOFFNER

Applicants

and

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

Respondents

AFFIDAVIT OF BEHZAD PILEHVER
(affirmed on November 18, 2024)

I, BEHZAD PILEHVER, of the City of Toronto, in the Province of Ontario, **SOLEMNLY AFFIRM AS FOLLOWS:**

1. I am the sole director and principal of the respondent, TGP Canada Management Inc. ("**TGP**"). As such, I have personal knowledge of the matters contained in this affidavit, except where stated to be based on information and belief, in which case I believe them to be true.

2. I affirm this affidavit in support of an Order amending, varying, or otherwise supplementing the Order of the Court issued on November 4, 2024 in the herein proceedings (a copy of which is attached as Exhibit "**A**"):

(a) prohibiting the sale of the Properties (as defined below) unless done in accordance with the Co-Owners' Agreements (as defined below);

(b) in the alternative, directing London Valley II Inc. ("**LV II**"), London Valley V Inc. ("**LV V**"), and Talbot Crossing Inc. ("**Talbot Crossing**", and together with LV II and LV V, the "**Vendors**"), and Farhi Farming Corporation and Farhi Holdings Corporation (together, the "**Purchasers**"), as applicable, to pay all sale proceeds from the sales of the Properties directly into Court;

(c) restricting and prohibiting the distribution of sale proceeds, including for the payment of legal fees; and

(d) granting TGP leave to intervene as an interested party.

3. All references to currency in this affidavit are references to Canadian dollars, unless otherwise indicated.

A. Overview

4. TGP is a company incorporated pursuant to the laws of the Province of Ontario in March 2018. TGP has its registered office in Richmond Hill, Ontario. A copy of the corporate profile attached as Exhibit "**B**".

5. Until the June 4th Transaction (as defined below), TGP was an intermediate parent company of a complex corporate structure designed to raise capital from

foreign investors as part of a “land banking” scheme (the “**Land Banking Scheme**” or “**Land Banking Enterprise**”).

6. Following the June 4th Transaction, TGP remains an interested party in the Land Banking Scheme, as a product of certain protectionary obligations it assumed in favour of investors as part of the June 4th Transaction.

7. The Land Banking Scheme’s principal purpose is for various special purpose companies, and affiliates of Trans Global (the “**Trustees**”), to raise money from foreign investors to purchase raw land in Canada for rezoning and future development, all for the benefit of investors.

8. The Trustees include LV II, LV V, and Talbot Crossing (i.e. the Vendors).

9. Between 2013 and 2022, the Vendors, as part of the Land Banking Scheme, were involved in the raising in excess of $24 million from hundreds of Japanese, Middle Eastern, and other primarily Asian and other foreign investors (the “**Co-Owners**”), pursuant to certain sale and purchase agreements, “Co-Owners Agreements”, and other related agreements (collectively, the “**Owner Agreements**”).

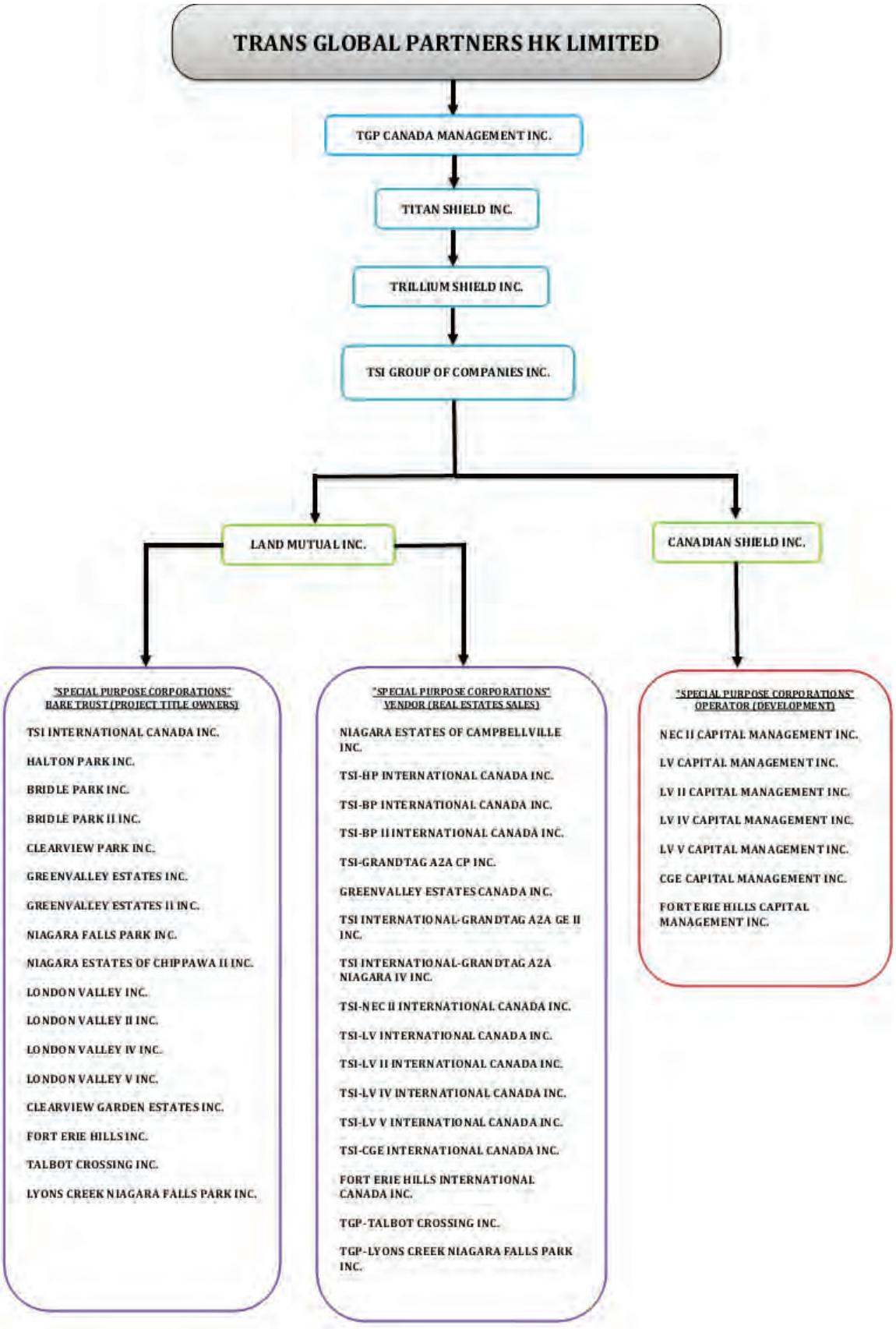
10. Pursuant to the Owner Agreements, the Co-Owners purchased fractional undivided beneficial ownership interests certain real properties to which the Vendors hold only legal title, as trustees for the benefit of the Co-Owners.

11. The Vendors now purport to sell such real properties in the herein proceedings, without the consent of, or notice to, the Co-Owners, as required under the Owner Agreements.

12. The relief sought herein is to protect the interests of hundreds of individual investors whose savings and investments financed the acquisitions of the Properties.

B. Corporate Structure Prior to the June 4th Transaction

13. Prior to the June 4th Transaction, the corporate structure of the Land Banking Enterprise was as follows:


TRANS GLOBAL PARTNERS HK LIMITED
TGP CANADA MANAGEMENT INC.
TITAN SHIELD INC.
TRILLIUM SHIELD INC.
TSI GROUP OF COMPANIES INC.
LAND MUTUAL INC.
CANADIAN SHIELD INC.
"SPECIAL PURPOSE CORPORATIONS" BARE TRUST (PROJECT TITLE OWNERS)
TSI INTERNATIONAL CANADA INC.
HALTON PARK INC.
BRIDLE PARK INC.
BRIDLE PARK II INC.
CLEARVIEW PARK INC.
GREENVALLEY ESTATES INC.
GREENVALLEY ESTATES II INC.
NIAGARA FALLS PARK INC.
NIAGARA ESTATES OF CHIPPAWA II INC.
LONDON VALLEY INC.
LONDON VALLEY II INC.
LONDON VALLEY IV INC.
LONDON VALLEY V INC.
CLEARVIEW GARDEN ESTATES INC.
FORT ERIE HILLS INC.
TALBOT CROSSING INC.
LYONS CREEK NIAGARA FALLS PARK INC.
"SPECIAL PURPOSE CORPORATIONS" VENDOR (REAL ESTATES SALES)
NIAGARA ESTATES OF CAMPBELLVILLE INC.
TSI-HP INTERNATIONAL CANADA INC.
TSI-BP INTERNATIONAL CANADA INC.
TSI-BP II INTERNATIONAL CANADA INC.
TSI-GRANDTAG A2A CP INC.
GREENVALLEY ESTATES CANADA INC.
TSI INTERNATIONAL-GRANDTAG A2A GE II INC.
TSI INTERNATIONAL-GRANDTAG A2A NIAGARA IV INC.
TSI-NEC II INTERNATIONAL CANADA INC.
TSI-LV INTERNATIONAL CANADA INC.
TSI-LV II INTERNATIONAL CANADA INC.
TSI-LV IV INTERNATIONAL CANADA INC.
TSI-LV V INTERNATIONAL CANADA INC.
TSI-CGE INTERNATIONAL CANADA INC.
FORT ERIE HILLS INTERNATIONAL CANADA INC.
TGP-TALBOT CROSSING INC.
TGP-LYONS CREEK NIAGARA FALLS PARK INC.
"SPECIAL PURPOSE CORPORATIONS" OPERATOR (DEVELOPMENT)
NEC II CAPITAL MANAGEMENT INC.
LV CAPITAL MANAGEMENT INC.
LV II CAPITAL MANAGEMENT INC.
LV IV CAPITAL MANAGEMENT INC.
LV V CAPITAL MANAGEMENT INC.
CGE CAPITAL MANAGEMENT INC.
FORT ERIE HILLS CAPITAL MANAGEMENT INC.

14. The key companies depicted are:

(a) **Trans Global Partners Limited** ("**Trans Global**"), a Hong-Kong-based company, was the ultimate parent in the corporate structure. Trans Global and its principals, Randy Hoffner ("**Randy**"), and Pauline Hoffner ("**Pauline**", and collectively, the "**Hoffners**") are the applicants in these proceedings.

(b) **Land Mutual Inc.** ("**Land Mutual**") is a company incorporated pursuant to the laws of the Province of Ontario. Elena Salvatore, the co-respondent, is a sole director and officer of Land Mutual. A copy of the corporate profile report is attached as Exhibit "**C**". Land Mutual is a holding company for various special purpose companies, including the Vendors, which raised capital from Co-Owners and continue to hold legal title to the subject real properties as bare trustee for Co-Owners.

(c) **Canadian Shield Inc.** ("**Canadian Shield**") is a company incorporated pursuant to the laws of the Province of Ontario. Randy is the sole director and officer of Canadian Shield. A copy of the corporate profile report is attached as Exhibit "**D**". Canadian Shield is a holding company for various special purpose companies which were to develop and operate the real properties.

(d) **LV II**, a Vendor, is a company incorporated pursuant to the laws of the Province of Ontario. LV II is a Trustee and holding company for the real

property located at the municipal address 6172 Colonel Talbot Road, London, Ontario, N6P 1J1, legal description PART LOTS 58 & 57 ETR AS IN 422573; EXCEPT PART 1, 33R8976 AND PART 1 EXPROPRIATION PLAN ER1469082; "DESCRIPTION IN 422573 MAY NOT BE ACCEPTABLE IN THE FUTURE" LONDON/WESTMINSTER "DESCRIPTION REVISED 2012/01/16, RE: EXCEPTION" (the "**LV II Property**"). A copy of the parcel register is attached as Exhibit "**E**".

(e) **LV V**, a Vendor, is a company incorporated pursuant to the laws of the Province of Ontario. LV V is a Trustee and holding company for the real property located at the municipal address Wonderland Road South of Hwy 401, London, Ontario, N6P 1J6, legal description PART LOTS 58 & 59 ETR WESTMINSTER DESIGNATED PARTS 8 & 9, 33R2972; AND PT LT 59, ETR WESTMINSTER AS IN 559255; SAVE & EXCEPT PART 1, PLAN ER864297; CITY OF LONDON (the "**LV V Property**"). A copy of the parcel register is attached as Exhibit "**F**".

(f) **Talbot Crossing**, a Vendor, is a company incorporated pursuant to the laws of the Province of Ontario. Talbot Crossing is a Trustee and holding company for the real property located at the municipal address 5980 Colonel Talbot Road, London, Ontario, N6P 1J1, legal description PART LOT 58 & 59 ETR DESIGNATED PART 1, 33R9477; SUBJECT TO 871357 LONDON/WESTMINSTER (the "**Talbot Crossing**

Property", and together with the LV II Property and the LV V Property, the "**Properties**", and each, a "**Property**"). A copy of the parcel register is attached as Exhibit "**G**".

15. The sole assets in the Land Banking Enterprise are the real properties held by the Trustees (in trust for the Co-Owners); the companies higher up the corporate structure have no material assets or operations, other than as holding companies. In other words, the only assets in the corporate structure with any value are the real properties acquired with investor funds.

C. Randy Hoffner Raises and Manages Investor Funds

16. In or around March 2018: (i) Trans Global became the sole shareholder of TGP; and (ii) Randy, as a significant and / or majority shareholder of Trans Global, became the director and president of TGP.

17. In virtue of his ownership and control positions, Randy effectively became the owner and operator of the Land Banking Enterprise. Attached as Exhibit "**H**" is a copy of Trans Global's subscription for the shares of TGP, and as Exhibit "**I**", a copy of a resolution of TGP's board of directors appointing Randy as its president.

18. From approximately February 2013 to August 2022, the Vendors raised millions of dollars from Co-Owners for the development of the Properties. Specifically:

(a) Between February 2013 and November 2014, LV II, with its affiliates, raised approximately $6.08 million dollars pursuant to approximately

118 agreements with foreign, predominantly individual investors, specifically to fund the rezoning and development of the LV II Property. A copy of a sales sheet specifying the Co-Owners' invested amounts is attached as Exhibit "**J**";

(b) Between February 2015 and October 2015, LV V, with its affiliates, raised approximately $7.5 million dollars pursuant to approximately 110 agreements with foreign, predominantly individual investors, specifically to fund the rezoning and development of the LV V Property. A copy of a sales sheet specifying the Co-Owners' invested amounts is attached as Exhibit "**K**"; and

(c) Between October 2016 and August 2022, Talbot Crossing, with its affiliates, raised approximately $10.5 million dollars pursuant to approximately 151 agreements with foreign, predominantly individual investors, specifically to fund the rezoning and development of the Talbot Crossing Property. A copy of a sales sheet specifying the Co-Owners' invested amounts is attached as Exhibit "**L**".

19. Randy and Pauline, through Trans Global, solicited or managed in excess of $24 million invested by the Co-Owners towards the development of the Properties. In total, the amount raised in the Land Banking Enterprise, including properties that are not the subject of this proceeding exceeds $160 million from over 3,500 investors.

D. Investment Structure

20. In all cases, the Co-Owners' investments in the Properties were made pursuant to, and structured under, a "Sales & Purchase Agreement", comprised primarily of:

(a) an "Agreement of Purchase and Sale" or "Agreement of Sale and Purchase" ("**APS**");

(b) a "Co-Owners Agreement" (the "**Co-Owners Agreement**"); and

(c) various Canadian tax and other investment forms.

21. Key Terms of the APS and Co-Owners Agreement are discussed next.

i. The APS

22. Each APS was entered into by and among: (i) a Co-Owner, as purchaser; and (ii) a holding company within the Land Banking Enterprise corporate structure.

23. Under the APSs for the LV II Property and the LV V Property, a holding company termed a "Nominee" was also party (the "**Nominee**"). The Nominee was the legal title holder to, and Trustee of, the subject Property.

24. LV II and LV V are each a Nominee (and Trustee) under their respective APS. A copy of a sample APS for each of the LV II Property, the LV V Property, and the Talbot Crossing Property (excluding the applicable Co-Owners Agreement) is attached as Exhibit "**M**", Exhibit "**N**", and Exhibit "**O**", respectively (the "**LV II APS**", the "**LV V APS**", and the "**Talbot Crossing APS**", respectively).

25. Under each APS:

(a) a Co-Owner purchased a fractional undivided beneficial interest in the subject Property, at a starting price of $10,000 per unit (section 1.1 of the LV II APS and LV V APS; section 1 of the Talbot Crossing APS);

(b) the registered title to the subject Property was to be held by the Nominee (i.e. LV II, LV V, or Talbot Crossing) in trust for and / or on behalf of the Co-Owner (section 11 of the LV II APS and LV V APS; section 5 of the Talbot Crossing APS);

(c) each Co-Owner was to execute a Co-Owners Agreement, governing the relationship among Co-Owners, and as between the Co-Owners, the Nominee, and the designated entity that would manage and develop the subject Property, termed the "Operator" (the "**Operator**") (section 13 of the LV II APS and LV V APS; section 6 of the Talbot Crossing APS); and

(d) each APS was governed by the provincial laws of Ontario and the federal laws of Canada (section 22 of the LV II APS and LV V APS; section 17 of the Talbot Crossing APS).

ii. Co-Owners Agreement

26. Each Co-Owner was required to execute a Co-Owners Agreement appended as a schedule to the applicable APS, made by and among the Co-Owner, the

Nominee, the Operator, and the remaining Co-Owners. The vendor entity was also party to the Co-Owners Agreement for the LV II Property and the LV V Property.

27. The Vendors are each a Nominee and legal title holder under their respective Co-Owners Agreement. A copy of a sample Co-Owners Agreement for each of the LV II Property, the LV V Property, and the Talbot Crossing Property is attached as Exhibit "**P**", Exhibit "**Q**", and Exhibit "**R**", respectively (the "**LV II COA**", the "**LV V COA**", and the "**Talbot Crossing COA**").

28. Under each Co-Owners Agreement:

(a) the legal title to the subject Property was to be held by the Nominee (i.e. the Vendors) in trust for the Co-Owner (section 3 of the LV II COA, LV V COA, and Talbot Crossing COA);

(b) the Co-Owners appointed the Operator as operator and manager of the subject Property, to rezone and develop the Property (section 6 of the Talbot Crossing COA), and to act "in good faith and in the best interests of the Co-Owners" (section 6 of the LV II COA and LV V COA);

(c) the Co-Owners were to have a "beneficial interest in all of the gross cash receipts derived from the Property", proportionate to their respective beneficial interest in the Property (section 6 of the LV II COA and LV V COA; section 7 of the Talbot Crossing COA);

(d) each of LV II and LV V, as Nominee, were required to (and did) deliver a "Declaration of Trust" ("**Declaration of Trust**") to their respective Co-Owners, declaring that they held title to the subject Property as nominee and bare trustee (section 14 of the LV II COA and LV V COA). Talbot Crossing, as Nominee, was similarly required to (and did) deliver a "Certificate of Interest" (the "**Certificate of Interest**") to its Co-Owners, acknowledging that it held title to Talbot Crossing Property in trust for its Co-Owners (section 14 of the Talbot Crossing COA). A sample Declaration of Trust executed by LV II and LV V, as well as a sample Certificate of Interest executed by Talbot Crossing, are attached as Exhibit "**S**", Exhibit "**T**", and Exhibit "**U**", respectively;

(e) under the LV II COA and LV V COA, all offers to purchase the Property received by the Operator or Nominee, which the Operator deemed acceptable, are required to be presented to all Co-Owners for consideration and approval by way of ordinary resolution (being at least 51% of the aggregate beneficial interests in the Property), without which the Property cannot be sold (section 19 of the LV II COA and LV V COA);

(f) similarly, under the Talbot Crossing COA, all offers to purchase 100% of the beneficial interests of the subject Property received by the Operator, which the Operator supported, are required to be presented to all of the Co-Owners for acceptance by way of ordinary resolution

(being at least 51% of the aggregate beneficial interests in the Property), without which the Property cannot be sold (section 19 of the Talbot Crossing COA); and

(g) each Co-Owners Agreement is governed by the provincial laws of Ontario and the federal laws of Canada (section 30 of the LV II COA and LV V APS; section 32 of the Talbot Crossing APS).

29. Each of the Co-Owners obtained an HST number, included in the relevant agreements they signed, and were required to (and did) pay their respective shares of tax obligations (e.g. land transfer tax).

E. The June 4th Transaction

30. On or about June 4, 2024, Trans Global, TGP, First Global Financial Corp. ("**FGFC**"), and 2630306 Ontario Inc. o/a Paybank Financial ("**PFI**"), a company of which I am a principal, entered into a series of transactions pursuant to which Trans Global sold the Land Banking Enterprise to FGFC and PFI (the "**June 4th Transaction**"). Specifically:

(a) Trans Global sold, through TGP, all of the issued and outstanding shares of Titan Shield Inc. ("**Titan Shield**") to FGFC. Pursuant to section 2 of the share purchase agreement, it was intended that in purchasing the shares of Titan Shield, FGFC agreed to assume and comply with existing investor and Co-Owners Agreements (a copy of the share purchase agreement is attached as Exhibit "**V**");

(b) Trans Global sold all of the issued and outstanding shares of TGP to PFI. Pursuant to section 2 of the share purchase agreement, it was intended that in purchasing the shares of Titan Shield, FGFC agreed to assume and comply with existing investor and Co-Owners Agreements (a copy of the share purchase agreement is attached as Exhibit "**W**");

(c) Trans Global assigned, transferred, and granted to TGP, among other things, all rights and powers to protect and safeguard the interests of the approximately 3,500 Co-Owners that have invested through the Land Banking Scheme, including in the Properties (a copy of the Assignment and Transfer for Rights Agreement is attached as Exhibit "**X**");

(d) PFI agreed to provide a guarantee to TGP to repay Co-Owners up to a total amount of $100,000,000 of their investments over the course of 36 months following the closing of the June 4th Transaction (a copy of the Guarantee Agreement is attached as Exhibit "**Y**");

(e) FGFC issued three (3) promissory notes to: (i) Trans Global, for the sum of $7 million, payable by August 3, 2024; (ii) Randy, for the sum of $1.5 million, payable by June 11, 2024; and (iii) Pauline, for the sum of $1.5 million, payable by August 3, 2024. Compiled copies of the promissory notes are attached as Exhibit "**Z**" (the "**Promissory Notes**"); and

(f) As security for payment, among other things, FGFC pledged to Trans Global all the issued and outstanding shares of Titan Shield. A copy of the share pledge is attached as Exhibit "**AA**" (the "**Share Pledge**").

31. As described above, the Nominee holds the Properties in trust for the Co-Owners. Trans Global and the Hoffners have no security interest or mortgage in the assets of the Nominee or the Co-Owners. Rather, they have a security interest in the shares of FGFC, which, in turn, indirectly owns shares of the Nominee companies in the Land Banking Enterprise. In between FGFC and the applicable Nominee are at least x amount of holding companies over which Trans Global or the Hoffners have no security interest or the share pledge.

F. FGFC's Defaults and Improper Sale of Properties

32. Trans Global commenced the herein proceedings to enforce their security under the Share Pledge for FGFC's breaches of the Promissory Notes.

33. On November 4, 2024, the Court issued an order (for which TGP seeks to vary) approving agreements of purchase and sale in respect of the Properties.

34. I was present at the hearing, and my main objective was to protect the interest of the Co-Owners by ensuring the funds would not flow to FGFC. At the time, I was unable to retain counsel after receiving the materials less than 24 hours prior to the hearing.

35. It appears the sale proceeds are intended to be applied by the parties to satisfy FGFC's indebtedness to Trans Global and the Hoffners, including payment of legal fees owing to SimpsonWigle LAW LLP. However, this use of the sale proceeds is improper because:

(a) the sale of the Properties has not been approved by, or even presented to, the Co-Owners, as required by the Co-Owners Agreements;

(b) without the Co-Owners' consents, the beneficial ownership of the Properties cannot be lawfully conveyed;

(c) simply put, the beneficial interest in the Properties is not the property of FGFC or the Nominees (unless duly consented to by the Co-Owners, which they have not); and

(d) the security interest granted in the Share Pledge does not attach to the Properties, and in any event is subordinate to the interests of the Co-Owners.

36. The applicants and respondents are aware of the Co-Owners' beneficial interests in the Properties. They are aware of the terms of the Co-Owners' Agreements. Yet the record before the court does not reflect accurately, or at all, the interests of the investors in these Properties.

G. Communication from Counsel to Investor Family

37. On or about November 12, 2024, TGP's counsel, Gowling WLG (Canada) LLP ("**Gowling**") was contacted by Bennett Jones LLP ("**Bennett Jones**") as counsel for a family of Co-Owners (the "**Kobayashi Family**").

38. Attached as Exhibit "**BB**" is a copy of a letter written from Bennett Jones to Gowling November 18, 2024:

(a) describing Kobayashi Family's interest in the Properties;

(b) describing certain legal proceedings being taken in Japan in connection with Kobayashi Family's investment in the Properties and other properties;

(c) describing certain communications between Randy and Bennet Jones about the investments of the Kobayashi Family in the Properties back in 2021; and

(d) expressing concern for the relief sought by the applicants and respondents.

H. The Mortgages

39. My understanding is that during the course of these and other proceedings related FGFC, FGFC sold or caused the sale of various properties in exchange for vendor take-back mortgages, including for "Falco Properties", "CBJ-Fort Erie", "Fort Erie Hills Inc.", and "Halton Hills Property". All of these properties were similarly financed by Co-Owners, have been improperly conveyed without Co-Owners'

consent, and whose proceeds should be similarly paid into Court, pending a further Order of the Court.

40. I make this affidavit solely for the relief sought herein and for no improper purpose or delay.

AFFIRMED BEFORE ME by BEHZAD PILEHVER, located in the City of Toronto, of the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on November 18, 2024, in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely.

Signed by:
Patryk Sawicki
CC1FC6532E524F6...

PATRYK SAWICKI

A Commissioner for taking Affidavits (or as may be)

Signed by:
90745ED92A924C4...

BEHZAD PILEHVER

This is Exhibit “Y” referred to in the Affidavit of BEHZAD PILEHVER, located in the City of Toronto, of the Province of Ontario, affirmed before me at the City of Toronto, in the Province of Ontario, on November 18, 2024, in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely.

Signed by:
Patryk Sawicki
CC1FC6532E524F6...

PATRYK SAWICKI

A Commissioner for taking Affidavits (or as may be)

GUARANTEE

This Guarantee Agreement (the "Guarantee") is made as of June 4, 2024, by and between:

Trans Global Partners Limited (H.K.)

A corporation duly incorporated under the laws of Hong Kong.

(hereinafter, "**TGP**")

-AND-

2630306 Ontario Inc. o/a Paybank Financial

A corporation duly incorporated under the laws of the Province of Ontario.

(hereinafter, "**PFI**")

-AND-

First Global Financial Corp.

A corporation duly incorporated under the laws of the Province of Ontario

(hereinafter "**FGFC**")

(together, the "**Parties**")

RECITALS:

WHEREAS the Parties, among others, have entered into a series of transactions whereby the business and operations of TGP was transferred to PFI and FGFC (the "**Transactions**");

AND WHEREAS TGP was engaged in raising funds through syndicated investments from approximately 3,000 individual investors since 2009 and the principal of such investments now totals approximately $161,000,000. These syndicated capital investments were accumulated from investors across Hong Kong, Japan, Malaysia, Philippines, China and Singapore, with individual investments starting from $10,000.00 per unit (individually "Investment" and collectively the "Investments");

AND WHEREAS TGP in respect of the Investments was responsible and liable to the investors for the repayment of their principal Investments, and such liability that may in the future become due and payable;

AND WHEREAS the Transactions entered into between the parties resulted on the strict understanding that PFI would and shall provide a guarantee to TGP that its investors would be repaid their principal Investments up to $100,000,000.00 on terms offered to them by PFI and FGFC fully indemnifying TGP for any shortfall in the amounts that may remain due and owing to the approximate 3,000 investors including any and all existing or future claims that may be put forth by any one investor;

AND WHEREAS TGP would not have entered into the Transactions without the provision of this Guarantee and the full indemnity being provided by FGFC under a separate and distinct indemnity agreement of even date;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby confirmed, and in consideration of the premises PFI and FGFC covenants and agrees with TGP as follows:

SECTION 1. GUARANTEE

1.1 For good and valuable consideration, PFI:

(a) Irrevocably and unconditionally guarantees that it will guarantee payments to those investors of up to the total amount of $100,000,000.00 and this shall be a continuing guarantee and shall cover all liabilities thereunder and shall apply to and secure any ultimate balance due or remaining unpaid in connection with the Investments;

(b) Irrevocably and unconditionally guarantees that it shall make offers to the investors for the purchase of their certificates/units on the basis that such certificates/units shall be purchased over the course of thirty-six (36) months from the date of the closing of the Transactions;

(c) Indemnifies and holds harmless TGP, its directors, officers, shareholders including the former directors and officers of all subsidiary or associated corporations of TGP from and against all losses, damages, costs and expenses which TGP may sustain, incur or be or become liable for to the investors in respect of the Investments including any regulatory compliance with the Ontario Securities Commission ("**OSC**") or any foreign regulatory compliance with respect thereto, as more particularized in the Indemnity Agreement attached hereto as Exhibit B;

(d) Provide a PPSA security interest in favour of TGP, its directors, officers and shareholders with respect to this Guarantee; and

(e) Pledge of shares with respect to TGP Canada Management Inc. securing the performance of this Guarantee and shall not be discharged until the terms of this Guarantee are fully satisfied and discharged.

1.2 The following covenants and terms apply to this Guarantee:

(a) Guarantee of Repayment: Following the close of the Transactions, PFI shall irrevocably and unconditionally guarantee the full repayment of the principal amounts invested by the aforementioned investors as set out herein. This repayment is to occur over a structured timeline extending to a maximum period of thirty-six (36) months post-closing (the "**Redemption Period**"), ensuring that all financial and regulatory obligations are met.

(b) Notification of Change: Following the close of the Transactions, PFI shall issue formal notices to all existing investors and certificate holders, detailing the changes in the structural administration of the investment certificates. In addition to the foregoing, PFI shall attend to a comprehensive public announcement disclosing the changes in a transparent and efficient manner, aimed at maintaining investor confidence and adherence to regulatory communication requirements.

(c) Redemption Investor Rights: Throughout and during the thirty-six (36) month period subsequent to the closing of the Transactions, it is understood and agreed by PFI that all investors and certificate holders shall continue retaining the right to redeem their certificates in accordance with the terms, covenants and agreements governing said Investments. PFI covenants with TGP that the redemption rights afforded to the investors is to allow flexibility and assurance to the investors, reinforcing PFI's commitment to investor satisfaction and regulatory compliance.

(d) Repayment Terms: Subject to PFI's guarantee as set out in section 1.1, PFI reserves the right to execute the repayment of the certificates either at their full face value or at a discounted rate, as determined strategically during the redemption period.

(e) Certificate Validity: Following the end of the Redemption Period and subject to compliance with the applicable regulatory securities commission, any certificates remaining unredeemed will be deemed null and void and PFI shall be absolved of any further redemption obligations regarding same; however, FGFC shall be liable for, and shall indemnify and hold harmless TGP in any claims raised therein . Notwithstanding the foregoing, PFI retains the option to reissue new certificates under subsequent projects either by itself or through its subsidiaries, promoting continuous investment opportunities.

(f) Regulatory Compliance: PFI and FGFC acknowledges that neither TGP nor any of its subsidiaries are registered with the Ontario Securities Commission ("OSC") or any foreign regulatory compliance commission ("Other Regulators"). PFI and FGFC shall be solely responsible for and liable with respect to ensuring full compliance with all pertinent regulatory bodies and requirements regarding the enforcement and regulation of securities and investments (whether with respect to OSC or Other Regulators) including but not limited to the OSC, Other Regulators, investor disclosures, securities issuance, and adherence to anti-money laundering protocols.

1.3 This Guarantee is absolute and unconditional, and the obligations of the Guarantor shall not be released, discharged, mitigated, impaired or affected by:

(a) any extensions of time, indulgences or modifications which the investors extend to or make with PFI, FGFC or TGP in respect of the payment or performance of any of the obligations due and owing under the Investments;

(b) any waiver by or failure of TGP to enforce against FGFC or PFI on any of the terms, covenants and conditions contained in the Transactions or this Guarantee;

(c) any change in the corporate existence, structure, ownership or control of FGFC, TGP or PFI (including any of the foregoing arising from any merger, consolidation, amalgamation, reorganization or similar transaction); any change in the name, objects, capital stock, constating documents or by-laws of FGFC, TGP or PFI ; or the dissolution, winding-up, liquidation or other distribution of the assets of FGFC, TGP or PFI , whether voluntary or otherwise;

(d) any amendment to or assignment of any document provided pursuant to the Transactions;

(e) any dealings of any nature or kind whatsoever by TGP, FGFC or PFI or others, including, without limiting the generality of the foregoing, the granting of releases and discharges to and the acceptance of compositions from TGP, FGFC, PFI or others and the taking or abstaining from taking or perfecting, varying, exchanging, renewing, discharging, giving up, realizing on or otherwise dealing with securities and guarantees in any manner whatsoever;

(f) the assignment or transfer of this Guarantee by TGP; or

(g) any other circumstances which might otherwise constitute a legal or equitable defence available to, or complete or partial discharge of FGFC in respect of the Investments or of PFI in respect of this Guarantee.

SECTION 2. DEFAULT AND ENFORCEMENT

2.1 If either PFI and/or FGFC fail to discharge any of its obligations pursuant Section 1, in accordance with the terms of this Guarantee, TGP may in its discretion proceed with the enforcement of its rights hereunder and may proceed to enforce such rights or from time to time any thereof prior to or contemporaneously with or after any action taken under any security or other documents delivered to TGP as part of the Transactions. PFI and FGFC shall pay on demand all costs and expenses (including legal fees on a solicitor and client basis) incurred by TGP in enforcing or attempting to enforce its rights hereunder and all proceedings taken in relation hereto with interest thereon at the rate of interest of 24% per annum.

2.2 All sums paid to or recovered by the investors pursuant to the provisions hereof shall be applied against the amount outstanding pursuant to this Guarantee.

2.3 TGP may waive any default of PFI or FGFC hereunder upon such terms and conditions as it may determine provided that no such waiver shall extend to or be taken in any manner whatsoever to affect any subsequent default or the rights resulting therefrom.

2.4 Any moneys paid by or recovered from PFI and/or FGFC hereunder shall be held to have been paid in part discharge of the liability of PFI and/or FGFC hereunder after deducting for its costs of enforcement.

SECTION 3. INDEMNIFICATION

3.1 Each of PFI and FGFC shall indemnify and hold harmless TGP, their officers, directors, shareholders, assigns, and successors, as well as their affiliates, related companies, and subsidiaries, and the officers, directors and shareholders thereof (the "**Indemnified Vendors**"), for any and all claims, actions, lawsuits, legal actions, liabilities, debts, costs, expenses, or any other causes of actions that arise or may arise following the completion of the Transactions and shall execute a full and final release to that effect in the form attached hereto as Appendix A.

SECTION 4. GENERAL

4.1 This Guarantee shall be operative and binding upon PFI and FGFC and possession of this instrument by TGP or its nominee shall be conclusive evidence against PFI and FGFC that this instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any conditions precedent or subsequent had been complied with, unless at the time of receipt of this instrument by TGP, PFI and/or FGFC obtains from TGP a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any to be observed before it becomes effective.

4.2 The Parties hereto confirm having obtained independent legal advice in connection with entering into this Agreement and confirm having received such independent legal advise or otherwise have waived such right of their own volition.

4.3 Severability: The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. Without limiting the generality of the foregoing, in the event any provision hereof conflicts with any applicable law, such provision shall be deemed modified, consistent with the aforementioned intent, to the extent necessary to resolve such conflict.

4.4 Modification and Waiver: No supplement, modification, termination or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

4.5 Notice: All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent:

(a) To TGP:

77 City Centre Drive, Suite 602, Mississauga, Ontario L5B 1M5

(b) To FGFC

PH5-801 Lawrence Ave East, Toronto, ON M3C 3W2

(c) To PFI:

100 King Street West, Suite 5600, Toronto, ON M5X 1A9

Or to such other address as may have been furnished to the Parties by one another as the case may be.

4.6 Counterparts: This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

4.7 Headings: The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

4.8 Governing Law and Consent to Jurisdiction: This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to its conflict of laws rules. The Parties irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in a court of the Province of Ontario and the federal laws of Canada applicable therein (the "**Ontario Court**"), and not in any other provincial or federal court in Canada or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of the Ontario Court for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) waive any objection to the laying of venue of any such action or proceeding in the Ontario Court, and (iv) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Ontario Court has been brought in an improper or inconvenient forum.

4.9 Enurement: This Guarantee shall extend to and enure to the benefit of TGP and its successors and assigns, and every reference herein to PFI and FGFC, is a reference to and shall be construed as including PFI, FGFC and their heirs, executors, administrators, legal representatives, successors and assigns, to and upon all of whom this Guarantee shall extend and be binding.

[**signature page follows**]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on and as of the day and year first above written.

Trans Global Partners HK Limited

By: DocuSigned by: 475135FE30794C4...

Name: Timothy Shields

Title: ASO

2630306 Ontario Inc. o/a Paybank Financial Inc.

By: DocuSigned by: 90745ED92A924C4...

Name: Benzad Pilenver

Title: ASO

First Global Financial Inc.

By: DocuSigned by: 2D87AEFA8FAE464...

Name: Elena Salvatore

Title: President

Docusign Envelope ID: 2891422F-4DD9-48AB-9C55-0F45ACFD4AE8

APPENDIX A

FULL AND FINAL RELEASE

Docusign Envelope ID: 2891422F-4DD9-48AB-9C55-0F45ACFD4AE8

APPENDIX B

INDEMNITY AGREEMENT

This is Exhibit “BB” referred to in the Affidavit of BEHZAD PILEHVER, located in the City of Toronto, of the Province of Ontario, affirmed before me at the City of Toronto, in the Province of Ontario, on November 18, 2024, in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely.

Signed by:
Patryk Sawicki
CC1FC6532E524F6...

PATRYK SAWICKI

A Commissioner for taking Affidavits (or as may be)

Docusign Envelope ID: 2891422F-4DD9-48AB-9C55-0F45ACFD4AE8

Bennett Jones LLP
3400 One First Canadian Place, PO Box 130
Toronto, Ontario, Canada M5X 1A4
Tel: 416.863.1200 Fax: 416.863.1716

Amanda McLachlan
Counsel
Direct Line: 416.777.5393
e-mail: McLachlanA@bennettjones.com
Our File No.: 091657-1

November 18, 2024

By Email:

Asim Iqbal
Gowlings WLG
100 King St West, Suite 1600
Toronto, ON M5X 1G5

Dear Mr. Iqbal:

Re: Trans Global Partners Limited et al v. First Global Financial Corp. et al (Court File No. CV-24-00087580-0000)

We are counsel to Kobayashi Kyohodo K.K., Mrs. Akiko Kobayashi, Mrs. Mizue Fukiage, and certain related parties (collectively referred to herein as the **"Kobayashi Family"**). The Kobayashi Family recently received through an intermediary a letter containing an investor update from Mr. Ben Pilehvar who is identified therein as the Chairman of TGP Canada Management Inc. (**"TGP Canada")** dated November 4, 2024. We write further to that letter and to the order dated November 4, 2024 in the above noted proceeding, which we understand approved the entry into agreements of purchase and sale of three properties in which our clients made investments. Specifically, the properties municipally described as (1) 5980 Colonel Talbot Road, London, ON, N6P 1J1 (2) 6172 Colonel Talbot Road, London, ON, N6P 1J1 and (3) Wonderland Road. S, Part LOTS 58&59 ETR WESTMINISTER, London, ON N6P 1J6 (the "**Properties**"). We also understand that payment of the proceeds of these sales has been ordered to be made to SimpsonWigle LAW LLP in trust, following an application brought by Randy Hoffner, Pauline Hoffner and Trans Global Partners Ltd. (**"Trans Global"**) in respect of the sales (the **"Application"**) and that a return date has been scheduled for November 19, 2024.

We write to advise that our clients may seek an opportunity to make submissions in respect of the relief sought on the Application, and to request that counsel advise the Court of the existence of investors who have an interest in the proceeds of the sale of the Properties and may also wish to seek to appear in or otherwise file submissions in the above noted proceedings. Specifically, our client has concerns about the release of funds to counsel to the Applicant for distribution (which distribution presumably would occur based on instructions from the Applicants) and for the payment of the Applicant's legal fees. The Kobayashi's are unaware of any legitimate interest the Applicants could have in the proceeds of the sale of the Properties – and in fact believe they have none. Having only learned about the Application late on November 14, 2024, our clients are considering instructing our firm to make submissions opposing certain of the relief sought, pending further investigation into the Applicants' purported interest in the sale proceeds. Our clients' position is that the proceeds from the sale of the Properties ought to be paid into court, rather than to SimpsonWigle LAW LLP.

By way of background, the Kobayashi Family invested into various Canadian land-banking projects owned and/or operated by Trans Global (then TSI International Group Inc.) or its affiliates, including but not limited to the projects known as LV, LV2, LV3, LV4, LV5, NEC II, FEH, CGE, TCX. The properties that are the subject of your Order correspond to the LV2, LV5 and TCX projects (the **"Projects"**). In making the investments, the Kobayashi family dealt primarily with agents for Trans Global and its affiliates in Japan. In his November 4, 2024 correspondence, Mr. Pilehvar informed our clients of a scheduled pending sale of the LV 2, LV 5 and TCX properties. After corresponding with Mr. Pilehvar's counsel at Gowlings WLG late last week, we were made aware of the within proceedings. We have reviewed the Application and related Motion Materials and our clients were alarmed that despite the substantial investment made by our clients into the properties, no provision has been made to ensure that any proceeds from the sale of these properties is allocated to them or to any of the other investors.

In total, the Kobayashi Family has invested in excess of $14,000,000 for their fractional interests in the Projects (in addition to a further approximately $7 million invested through Trans Global in a number of other properties located in Ontario). Attached to this letter are the agreements of purchase and sale that our clients entered into with Trans Global and its affiliates in respect of the Projects and the Properties. Our client is aware that their records may be incomplete for some of these arrangements due to the involvement of an intermediary, however the following summary provides a brief overview of the agreements in our clients' possession (a number of which were received from Mr. Hoffner) in respect of certain of these investments:

i. LV2 – 6172 Colonel Talbot Road, London, ON, N6P 1J1 – The Kobayashi Family entered into eight agreements of purchase and sale in respect of this property that contemplate that registered title to the property would be in the name of London Valley II Inc. as nominee for the Kobayashi Family and any other investors.

   a. On November 15, 2020, Mizue Fukiage entered into an agreement of purchase and sale with TSI-LV II International Canada Inc., for a purchase price of $475,000 in exchange for a 50/620th beneficial interest in the property. See attached as "**Exhibit A."**

   b. On November 15, 2020, Mizue Fukiage entered into an agreement of purchase and sale with TSI-LV II International Canada Inc., for a purchase price of $190,000 in exchange for a 20/620th beneficial interest in the property. See attached as "**Exhibit B."**

   c. On September 5, 2013, Hironori Kobayashi entered into an agreement of purchase and sale with TSI-LV II International Canada Inc., for a purchase price of $475,000 in exchange for a 50/620th beneficial interest in the property. See attached as "**Exhibit C."**

   d. On September 5, 2013, Mizue Fukiage entered into an agreement of purchase and sale with TSI-LV II International Canada Inc., for a purchase price of $475,000 in exchange for a 50/620th beneficial interest in the property. See attached as "**Exhibit D."**

e. On July 31, 2013, Toru Fukiage entered into an agreement of purchase and sale with TSI-LV II International Canada Inc., for a purchase price of $190,000 in exchange for a 20/620th beneficial interest in the property. See attached as "**Exhibit E.**"

f. On July 31, 2013, Hironori Kobayashi entered into an agreement of purchase and sale with TSI-LV II International Canada Inc., for a purchase price of $285,000 in exchange for a 30/620th beneficial interest in the property. See attached as "**Exhibit F.**"

g. On May 27, 2013, Hironori Kobayashi entered into an agreement of purchase and sale with TSI-LV II International Canada Inc., for a purchase price of $190,000 in exchange for a 20/620th beneficial interest in the property. See attached as "**Exhibit G.**"

h. On May 27, 2013, Toru Fukiage entered into an agreement of purchase and sale with TSI-LV II International Canada Inc., for a purchase price of $190,000 in exchange for a 20/620th beneficial interest in the property. See attached as "**Exhibit H.**"

ii. LV 5 – Wonderland Road. S, Part LOTS 58&59 ETR WESTMINISTER, London, ON N6P 1J6 – the Kobayashi Family entered into ten agreements of purchase and sale in respect of this property that contemplate that registered title to the property would be in the name of London Valley V Inc. as nominee for the Kobayashi Family and any other investors.

a. On June 24, 2015, Akiyo Kobayashi entered into an agreement of purchase and sale with TSI-LV V International Canada Inc., for a purchase price of $186,000 in exchange for a 20/797th beneficial interest in the property. See attached as "**Exhibit I.**"

b. On June 24, 2015, Akiko Kobayashi entered into an agreement of purchase and sale with TSI-LV V International Canada Inc., for a purchase price of $279,000 in exchange for a 30/797th beneficial interest in the property. See attached as "**Exhibit J.**"

c. On June 24, 2015, Yoshiki Fukiage entered into an agreement of purchase and sale with TSI-LV V International Canada Inc., for a purchase price of $279,000 in exchange for a 30/797th beneficial interest in the property. See attached as "**Exhibit K.**"

d. On April 15, 2015, Kobayashi Kyohodo Co. Ltd. entered into an agreement of purchase and sale with TSI-LV V International Canada Inc., for a purchase price of $837,000 in exchange for a 90/797th beneficial interest in the property. See attached as "**Exhibit L.**"

e. On March 18, 2015, Toru Fukiage entered into an agreement of purchase and sale with TSI-LV V International Canada Inc., for a purchase price of $130,200

in exchange for a 14/797th beneficial interest in the property. See attached as "**Exhibit M.**"

f. On March 18, 2015, Mizue Fukiage entered into an agreement of purchase and sale with TSI-LV V International Canada Inc., for a purchase price of $186,000 in exchange for a 20/797th beneficial interest in the property. See attached as "**Exhibit N.**"

g. On March 18, 2015, Hironori Kobayashi entered into an agreement of purchase and sale with TSI-LV V International Canada Inc., for a purchase price of $995,100 in exchange for a 107/797th beneficial interest in the property. See attached as "**Exhibit O.**"

h. On March 18, 2015, Akiko Kobayashi entered into an agreement of purchase and sale with TSI-LV V International Canada Inc., for a purchase price of $716,100 in exchange for a 77/797th beneficial interest in the property. See attached as "**Exhibit P.**"

i. On November 15, 2020, Hironori Kobayashi entered into an agreement of purchase and sale with TSI-LV V International Canada Inc., for a purchase price of $389,500 in exchange for a 41/797th beneficial interest in the property. See attached as "**Exhibit Q.**"

j. On November 15, 2020, Mizue Fukiage entered into an agreement of purchase and sale with TSI-LV V International Canada Inc., for a purchase price of $228,000 in exchange for a 24/797th beneficial interest in the property. See attached as "**Exhibit R.**"

iii. TCX – 5980 Colonel Talbot Road, London, ON, N6P 1J1 – the Kobayashi Family entered into four agreements of purchase and sale in respect of this property that contemplate that registered title to the property would be in the name of Talbot Crossing Inc. as nominee for the Kobayashi Family and any other investors.

a. On November 15, 2020, Mizue Fukiage entered into an agreement with TGP-Talbot Crossing Inc. for 32/1162nd beneficial interest in the property and a purchase price of $320,000. See attached as "**Exhibit S.**"

b. On December 20, 2016, Mizue Fukiage entered into an agreement with TGP-Talbot Crossing Inc. for 26/1162nd beneficial interest in the property and a purchase price of $260,000. See attached as "**Exhibit T.**"

c. On December 20, 2016, Hironori Kobayashi entered into an agreement with TGP-Talbot Crossing Inc. for 26/1162nd beneficial interest in the property and a purchase price of $260,000. See attached as "**Exhibit U.**"

d. On December 20, 2016, Hironori Kobayashi entered into an agreement with TGP-Talbot Crossing Inc. for 43/1162nd beneficial interest in the property and a purchase price of $430,000. See attached as "**Exhibit V.**"

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The Kobayashi Family has made a considerable investment in the Properties captured by the Projects, and wish to protect their interests and to take steps to ensure that a mechanism is put in place to oversee the distribution of the sale proceeds of the Properties in a manner that is consistent with their ownership interests. Our clients were surprised to see that the Application materials initially filed on behalf of the Applicants made no reference to the investors who provided the funding behind these Projects or any suggestion that the funds would be returned to the investors by the Applicants, whose economic interest is dubious.

In this regard we note that our clients instructed us to speak with Mr. Hoffner in the Spring of 2021, at which time he undertook to provide information pertaining to the Properties and the other investments made by the Kobayashi Family. Following such discussions, Mr. Hoffner provided us with copies of the enclosed agreements of purchase and sale (see attached as **"Exhibit A" – "Exhibit V"**) (among others) and the enclosed excel spreadsheet confirming the amounts his records reflected having received from our clients (see attached as "Exhibit W"). Mr. Hoffner indicated during those discussions that he had not personally made any investments into these or any other Properties, and we understood that he had, at that time, only recently become involved in the management of the Projects following the death of the prior management (specifically, Daniel Lane). It is unclear to us on what basis he could now be entitled to the proceeds of the sale of the Properties.

We also note that the Kobayashi Family commenced civil proceedings in the Tokyo District Court against Trans Global and its affiliates in connection with the LV3 and LV5 projects. Examinations (in court) of witnesses for the proceedings are scheduled to occur on December 24, 2024. In these proceedings, our clients primarily alleged that Trans Global and its affiliates used funds equivalent to JPY 488,210,683, that were deposited or loaned by the Kobayashi Family to fund the exit project of LV3 without their consent (the LV3 project corresponds to the property municipally described as 6188 Colonel Talbot Road, London, Ontario). Two of the defendant companies in that proceeding, 2533430 Ontario Inc., and TSI International Group Inc., did not dispute the claim. The Court rendered a judgement against these entities, and identifies Mr. Hoffner as the Director for each therein. See attached as **"Exhibit X"** a copy of the Court Order in Japanese along with an unofficial machine-translated copy in English.

Separately, the civil proceedings commenced by the Kobayashi Family in connection with the TCX and CGE projects are also currently pending in Osaka District Court.

Should you have any questions regarding the information set out above, do not hesitate to contact the undersigned.

Yours truly,

BENNETT JONES LLP

Amanda McLachlan
AM:

Docusign Envelope ID: 2891422F-4DD9-48AB-9C55-0F45ACFD4AE8

Court File No. CV-24-00087580-0000

TRANS GLOBAL PARTNERS LIMITED, RANDY HOFFNER and PAULINE HOFFNER	- and -	FIRST GLOBAL FINANCIAL CORP., ELENA SALVATORE, VINCENT SALVATORE, DANNY IANDOLI and TIBERIS CAPITAL CORP.
Applicants		Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
HAMILTON

AFFIDAVIT OF BEHZAD PILEHVER
(AFFIRMED ON NOVEMBER 18, 2024)

GOWLING WLG (CANADA) LLP
1 First Canadian Place
100 King Street West, Suite 1600
Toronto, Ontario M5X 1G5

Asim Iqbal LSO#: 61884B
Tel.: 416.862.4693
Email: asim.iqbal@gowlingwlg.com

Patryk Sawicki LSO#: 88082I
Tel.: 437.438.1944
Email: patryk.sawicki@gowlingwlg.com

Lawyers for TGP Canada Management Inc.

THIS IS **EXHIBIT "E"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

Transaction Number: APP-A10682854344
Report Generated on January 22, 2025, 13:26

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

LAND MUTUAL INC. as of January 22, 2025

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	LAND MUTUAL INC.
Ontario Corporation Number (OCN)	2058264
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	November 10, 2004
Registered or Head Office Address	77 City Centre Drive, Unit 602, Mississauga, Ontario, L5B 1M5, Canada

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

V. Quintanilla W.

Director/Registrar

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

Minimum Number of Directors	1
Maximum Number of Directors	10

Active Director(s)

Name	ELENA SALVATORE
Address for Service	801 Lawrence Avenue East, Suite Ph5, Toronto, Ontario, M3C3W2, Canada
Resident Canadian	Yes
Date Began	June 06, 2024

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V. Quintanilla W.
Director/Registrar
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Active Officer(s)

Name	ELENA SALVATORE
Position	President
Address for Service	801 Lawrence Avenue East, Suite Ph5, Toronto, Ontario, M3C3W2, Canada
Date Began	June 06, 2024

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Corporate Name History

Name	LAND MUTUAL INC.
Effective Date	November 10, 2004

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Active Business Names

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

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Director/Registrar
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Expired or Cancelled Business Names

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Director/Registrar
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Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: DAVID BADHAM	June 13, 2024
Annual Return - 2024 PAF: RANDY HOFFNER	May 17, 2024
Annual Return - 2023 PAF: RANDY HOFFNER	May 17, 2024
Annual Return - 2021 PAF: RANDY HOFFNER	May 17, 2024
Annual Return - 2022 PAF: ANKUR BHATNAGAR	January 18, 2023
Annual Return - 2017 PAF: RANDY HOFFNER - DIRECTOR	May 09, 2021
Annual Return - 2018 PAF: RANDY HOFFNER - DIRECTOR	May 09, 2021
Annual Return - 2018 PAF: RANDY HOFFNER - DIRECTOR	May 09, 2021
Annual Return - 2019 PAF: RANDY HOFFNER - DIRECTOR	May 09, 2021
Annual Return - 2020 PAF: RANDY HOFFNER - DIRECTOR	May 09, 2021
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	May 05, 2021
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	April 12, 2021
Annual Return - 2016 PAF: DANIEL LANE - DIRECTOR	September 03, 2017

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V. Quintanilla W.
Director/Registrar
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Annual Return - 2015 PAF: DANIEL LANE - DIRECTOR	September 03, 2017
CIA - Notice of Change PAF: DANIEL LANE - DIRECTOR	January 21, 2016
Annual Return - 2014 PAF: DANIEL LANE - DIRECTOR	March 21, 2015
CIA - Notice of Change PAF: BRYAN AKIRA FOULKES - OTHER	February 10, 2015
CIA - Notice of Change PAF: STEFFEN NIELSEN - DIRECTOR	October 28, 2014
Annual Return - 2013 PAF: STEFFEN NIELSEN - DIRECTOR	October 11, 2014
BCA - Default (Registered Office) 241(3)	July 31, 2014
CIA - Requirement to File 7	April 30, 2014
CIA - Notice of Change PAF: DANIEL NORMAN LANE - OTHER	April 22, 2014
Annual Return - 2012 PAF: DAN LANE - DIRECTOR	July 06, 2013
Annual Return - 2011 PAF: DAN LANE - DIRECTOR	March 24, 2012
Annual Return - 2010 PAF: DAN LANE - DIRECTOR	July 02, 2011
Annual Return - 2009 PAF: DAN LANE - DIRECTOR	April 24, 2010
Annual Return - 2008 PAF: FRANK JASEK - OTHER	November 06, 2009
Annual Return - 2007 PAF: DAN LANE - DIRECTOR	July 25, 2008
Annual Return - 2006	February 02, 2008

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V. Quintanilla W.
Director/Registrar
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PAF: DAN LANE - DIRECTOR	
Annual Return - 2004 PAF: DAN LANE - DIRECTOR	February 02, 2008
Annual Return - 2005 PAF: DAN LANE - DIRECTOR	February 02, 2008
CIA - Notice of Change PAF: DAN LANE - DIRECTOR	November 03, 2005
BCA - Articles of Incorporation	November 10, 2004

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

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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THIS IS **EXHIBIT "F"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

Transaction Number: APP-A10682826020
Report Generated on January 22, 2025, 13:11

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

CLEARVIEW GARDEN ESTATES INC. as of January 22, 2025

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	CLEARVIEW GARDEN ESTATES INC.
Ontario Corporation Number (OCN)	2345962
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	October 15, 2012
Registered or Head Office Address	77 City Centre Drive, Unit 602, Mississauga, Ontario, L5B 1M5, Canada

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

V. Quintanilla W.

Director/Registrar

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Minimum Number of Directors	1
Maximum Number of Directors	10

Active Director(s)

Name	RANDY HOFFNER
Address for Service	77 City Centre Drive, 602, Mississauga, Ontario, L5B 1M5, Canada
Resident Canadian	Yes
Date Began	January 26, 2018

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Active Officer(s)

Name	RANDY HOFFNER
Position	President
Address for Service	77 City Centre Drive, 602, Mississauga, Ontario, L5B 1M5, Canada
Date Began	January 26, 2018

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Corporate Name History

Name	CLEARVIEW GARDEN ESTATES INC.
Effective Date	July 27, 2015
Previous Name	CLEARVIEW PARK II INC.
Effective Date	October 15, 2012

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Active Business Names

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

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Director/Registrar
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Expired or Cancelled Business Names

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V. Quintanilla W.

Director/Registrar

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Document List

Filing Name	Effective Date
Annual Return - 2024 PAF: RANDY HOFFNER	June 17, 2024
Annual Return - 2023 PAF: RANDY HOFFNER	June 17, 2024
Annual Return - 2022 PAF: ANKUR BHATNAGAR	June 05, 2023
Annual Return - 2021 PAF: ANKUR BHATNAGAR	January 18, 2023
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	May 06, 2021
Annual Return - 2018 PAF: RANDY HOFFNER - DIRECTOR	April 11, 2021
Annual Return - 2019 PAF: RANDY HOFFNER - DIRECTOR	April 11, 2021
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	April 07, 2021
Annual Return - 2020 PAF: RANDY HOFFNER - DIRECTOR	April 04, 2021
Annual Return - 2017 PAF: RANDY HOFFNER - DIRECTOR	April 04, 2021
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	December 04, 2020
Annual Return - 2016 PAF: DANIEL LANE - DIRECTOR	September 17, 2017
Annual Return - 2015 PAF: DANIEL LANE - DIRECTOR	September 17, 2017

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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CIA - Notice of Change PAF: DANIEL LANE - DIRECTOR	January 21, 2016
BCA - Articles of Amendment	July 27, 2015
Annual Return - 2014 PAF: DANIEL LANE - DIRECTOR	April 04, 2015
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	February 11, 2015
Annual Return - 2013 PAF: STEFFEN NIELSEN - DIRECTOR	July 26, 2014
CIA - Notice of Change PAF: STEFFEN NIELSEN - OTHER	May 14, 2014
CIA - Notice of Change PAF: STEFFEN NIELSEN - DIRECTOR	May 12, 2014
CIA - Notice of Change PAF: STEFFEN NIELSEN - OTHER	May 12, 2014
CIA - Requirement to File 7	May 05, 2014
CIA - Notice of Change PAF: DANIEL NORMAN LANE - OTHER	April 23, 2014
CIA - Notice of Change PAF: STEFFEN NIELSEN - OTHER	April 15, 2014
Annual Return - 2012 PAF: DAN LANE - DIRECTOR	July 20, 2013
CIA - Initial Return PAF: DAN LANE - DIRECTOR	December 13, 2012
BCA - Articles of Incorporation	October 15, 2012

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

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Transaction Number: APP-A10682823304
Report Generated on January 22, 2025, 13:10

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

TALBOT CROSSING INC. as of January 22, 2025

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	TALBOT CROSSING INC.
Ontario Corporation Number (OCN)	2507603
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	March 04, 2016
Registered or Head Office Address	Attention/Care of Behzad Pilehver, 50 West Wilmont Street, Suite 100, Richmond Hill, Ontario, L4B 1M5, Canada

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

V. Quintanilla W.

Director/Registrar

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

Minimum Number of Directors	1
Maximum Number of Directors	10

Active Director(s)

Name	BEHZAD PILEHVER
Address for Service	50 West Wilmont Street, Suite 100, Richmond Hill, Ontario, L4B 1M5, Canada
Resident Canadian	Yes
Date Began	September 11, 2024

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Active Officer(s)

Name	BEHZAD PILEHVER
Position	President
Address for Service	50 West Wilmont Street, Suite 100, Richmond Hill, Ontario, L4B 1M5, Canada
Date Began	September 11, 2024

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Corporate Name History

Name	TALBOT CROSSING INC.
Effective Date	March 04, 2016

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Active Business Names

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

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Expired or Cancelled Business Names

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

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Transaction Number: APP-A10682823304
Report Generated on January 22, 2025, 13:10

Document List

Filing Name	Effective Date
Archive Document Package	September 27, 2024
CIA - Notice of Change PAF: BEHZAD PILEHVER	September 19, 2024
CIA - Notice of Change PAF: ELENA SALVATORE	September 19, 2024
CIA - Notice of Change PAF: RANDY HOFFNER	September 12, 2024
CIA - Notice of Change PAF: DAVID BADHAM	September 10, 2024
Annual Return - 2024 PAF: RANDY HOFFNER	June 17, 2024
Annual Return - 2023 PAF: RANDY HOFFNER	June 17, 2024
Annual Return - 2020 PAF: RANDY HOFFNER	June 17, 2024
Annual Return - 2017 PAF: RANDY HOFFNER	June 17, 2024
Annual Return - 2022 PAF: ANKUR BHATNAGAR	June 05, 2023
Annual Return - 2021 PAF: ANKUR BHATNAGAR	January 18, 2023
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	May 06, 2021
Annual Return - 2019 PAF: RANDY HOFFNER - DIRECTOR	December 13, 2020

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Annual Return - 2018 PAF: RANDY HOFFNER - DIRECTOR	December 13, 2020
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	November 17, 2020
Annual Return - 2016 PAF: DANIEL LANE - DIRECTOR	October 15, 2017
BCA - Articles of Incorporation	March 04, 2016

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

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Transaction Number: APP-A10682824274
Report Generated on January 22, 2025, 13:10

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

NIAGARA ESTATES OF CHIPPAWA II INC. as of January 22, 2025

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	NIAGARA ESTATES OF CHIPPAWA II INC.
Ontario Corporation Number (OCN)	1787547
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	April 07, 2009
Registered or Head Office Address	Attention/Care of Elena Salvatore, 901 Lawrence Avenue East, Suite Ph5, Toronto, Ontario, M3C1R1, Canada

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

V. Quintanilla W.

Director/Registrar

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

Minimum Number of Directors	1
Maximum Number of Directors	10

Active Director(s)

Name	ELENA SALVATORE
Address for Service	901 Lawrence Avenue East, Suite Ph5, Toronto, Ontario, M3C1R1, Canada
Resident Canadian	Yes
Date Began	June 12, 2024

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

Active Officer(s)

Name	ELENA SALVATORE
Position	President
Address for Service	901 Lawrence Avenue East, Suite Ph5, Toronto, Ontario, M3C1R1, Canada
Date Began	June 12, 2024

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

Corporate Name History

Name	NIAGARA ESTATES OF CHIPPAWA II INC.
Effective Date	September 19, 2011
Previous Name	1787547 ONTARIO LIMITED
Effective Date	April 07, 2009

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

Active Business Names

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

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

Expired or Cancelled Business Names

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

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

Transaction Number: APP-A10682824274
Report Generated on January 22, 2025, 13:10

Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: DAVID BADHAM	August 26, 2024
Annual Return - 2022 PAF: ANKUR BHATNAGAR	June 05, 2023
Annual Return - 2021 PAF: ANKUR BHATNAGAR	January 18, 2023
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	June 17, 2021
CIA - Notice of Change PAF: DANIEL LANE - DIRECTOR	January 21, 2016
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	February 10, 2015
CIA - Notice of Change PAF: STEFFEN NIELSEN - DIRECTOR	October 28, 2014
BCA - Default (Registered Office) 241(3)	July 31, 2014
CIA - Requirement to File 7	May 01, 2014
CIA - Notice of Change PAF: DANIEL NORMAN LANE - OTHER	April 23, 2014
BCA - Articles of Amendment	September 19, 2011
CIA - Initial Return PAF: ROBERT MURDOCH FORBES - DIRECTOR	May 21, 2009
BCA - Articles of Incorporation	April 07, 2009

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

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Transaction Number: APP-A10682824565
Report Generated on January 22, 2025, 13:10

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

LONDON VALLEY INC. as of January 22, 2025

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	LONDON VALLEY INC.
Ontario Corporation Number (OCN)	2179124
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	July 14, 2008
Registered or Head Office Address	Attention/Care of Behzad Pilehver, 50 West Wilmont Street, Suite 100, Richmond Hill, Ontario, L4B 1M5, Canada

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

V. Quintanilla W.

Director/Registrar

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Minimum Number of Directors	1
Maximum Number of Directors	10

Active Director(s)

Name	BEHZAD PILEHVER
Address for Service	50 West Wilmont Street, Suite 100, Richmond Hill, Ontario, L4B 1M5, Canada
Resident Canadian	Yes
Date Began	September 11, 2024

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Active Officer(s)

Name	BEHZAD PILEHVER
Position	President
Address for Service	50 West Wilmont Street, Suite 100, Richmond Hill, Ontario, L4B 1M5, Canada
Date Began	September 11, 2024

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Corporate Name History

Name	LONDON VALLEY INC.
Effective Date	July 14, 2008

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

V. Quintanilla W.

Director/Registrar

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Active Business Names

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

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
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Director/Registrar
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Expired or Cancelled Business Names

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

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
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Director/Registrar
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Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: BEHZAD PILEHVER	September 19, 2024
CIA - Notice of Change PAF: RANDY HOFFNER	September 12, 2024
CIA - Notice of Change PAF: DAVID BADHAM	August 26, 2024
Annual Return - 2024 PAF: TIMOTHY SHIELDS	June 17, 2024
Annual Return - 2023 PAF: TIMOTHY SHIELDS	June 17, 2024
Annual Return - 2020 PAF: TIMOTHY SHIELDS	June 17, 2024
Annual Return - 2019 PAF: TIMOTHY SHIELDS	June 17, 2024
Annual Return - 2018 PAF: TIMOTHY SHIELDS	June 17, 2024
Annual Return - 2017 PAF: TIMOTHY SHIELDS	June 17, 2024
Annual Return - 2022 PAF: ANKUR BHATNAGAR	June 05, 2023
Annual Return - 2021 PAF: ANKUR BHATNAGAR	January 18, 2023
CIA - Notice of Change PAF: Timothy SHIELDS	January 21, 2022
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	June 17, 2021

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
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Director/Registrar
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Annual Return - 2016 PAF: DANIEL LANE - DIRECTOR	September 17, 2017
Annual Return - 2015 PAF: DANIEL LANE - DIRECTOR	September 17, 2017
CIA - Notice of Change PAF: DANIEL LANE - DIRECTOR	January 21, 2016
Annual Return - 2014 PAF: DANIEL LANE - DIRECTOR	April 04, 2015
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	February 10, 2015
CIA - Notice of Change PAF: STEFFEN NIELSEN - DIRECTOR	October 28, 2014
BCA - Default (Registered Office) 241(3)	July 31, 2014
Annual Return - 2013 PAF: STEFFEN NIELSEN - DIRECTOR	July 26, 2014
CIA - Requirement to File 7	May 01, 2014
CIA - Notice of Change PAF: DANIEL NORMAN LANE - OTHER	April 23, 2014
Annual Return - 2012 PAF: DAN LANE - DIRECTOR	July 20, 2013
Annual Return - 2011 PAF: DAN LANE - DIRECTOR	April 14, 2012
Annual Return - 2010 PAF: DAN LANE - DIRECTOR	June 25, 2011
Annual Return - 2009 PAF: DAN LANE - DIRECTOR	April 24, 2010
Annual Return - 2008 PAF: DAN LANE - DIRECTOR	September 12, 2009
BCA - Articles of Incorporation	July 14, 2008

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
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Director/Registrar
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Transaction Number: APP-A10682825438
Report Generated on January 22, 2025, 13:11

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

LONDON VALLEY II INC. as of January 22, 2025

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	LONDON VALLEY II INC.
Ontario Corporation Number (OCN)	1869546
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	April 19, 2012
Registered or Head Office Address	Attention/Care of Behzad Pilehver, 50 West Wilmont Street, Suite 100, Richmond Hill, Ontario, L4B1M5, Canada

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

V. Quintanilla W.

Director/Registrar

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Minimum Number of Directors	1
Maximum Number of Directors	10

Active Director(s)

Name	BEHZAD PILEHVER
Address for Service	50 West Wilmont Street, Suite 100, Richmond Hill, Ontario, L4B 1M5, Canada
Resident Canadian	Yes
Date Began	September 11, 2024

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

Active Officer(s)

Name	BEHZAD PILEHVER
Position	President
Address for Service	50 West Wilmont Street, Suite 100, Richmond Hill, Ontario, L4B 1M5, Canada
Date Began	September 11, 2024

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

Corporate Name History

Name	LONDON VALLEY II INC.
Effective Date	April 19, 2012

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

V. Quintanilla W.

Director/Registrar

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

Active Business Names

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

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

Expired or Cancelled Business Names

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

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

Director/Registrar

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

Transaction Number: APP-A10682825438
Report Generated on January 22, 2025, 13:11

Document List

Filing Name	Effective Date
Archive Document Package	September 27, 2024
CIA - Notice of Change PAF: BEHZAD PILEHVER	September 19, 2024
CIA - Notice of Change PAF: ELENA SALVATORE	September 19, 2024
CIA - Notice of Change PAF: RANDY HOFFNER	September 12, 2024
CIA - Notice of Change PAF: DAVID BADHAM	September 10, 2024
Annual Return - 2024 PAF: RANDY HOFFNER	June 17, 2024
Annual Return - 2023 PAF: RANDY HOFFNER	June 17, 2024
Annual Return - 2020 PAF: RANDY HOFFNER	June 17, 2024
Annual Return - 2019 PAF: RANDY HOFFNER	June 17, 2024
Annual Return - 2018 PAF: RANDY HOFFNER	June 17, 2024
Annual Return - 2017 PAF: RANDY HOFFNER	June 17, 2024
Annual Return - 2022 PAF: ANKUR BHATNAGAR	June 05, 2023
Annual Return - 2021 PAF: ANKUR BHATNAGAR	January 18, 2023

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

CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	September 26, 2019
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	July 15, 2019
Annual Return - 2016 PAF: DANIEL LANE - DIRECTOR	September 17, 2017
Annual Return - 2015 PAF: DANIEL LANE - DIRECTOR	September 17, 2017
CIA - Notice of Change PAF: DANIEL LANE - DIRECTOR	January 21, 2016
Annual Return - 2014 PAF: DANIEL LANE - DIRECTOR	April 04, 2015
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	February 10, 2015
CIA - Notice of Change PAF: STEFFEN NIELSEN - DIRECTOR	October 28, 2014
BCA - Default (Registered Office) 241(3)	July 31, 2014
Annual Return - 2013 PAF: STEFFEN NIELSEN - DIRECTOR	July 26, 2014
CIA - Requirement to File 7	May 02, 2014
CIA - Notice of Change PAF: DANIEL NORMAN LANE - OTHER	April 23, 2014
Annual Return - 2012 PAF: DAN LANE - DIRECTOR	July 20, 2013
CIA - Notice of Change PAF: DAN LANE - DIRECTOR	May 24, 2012
BCA - Articles of Incorporation	April 19, 2012

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

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Director/Registrar
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Transaction Number: APP-A10682825535
Report Generated on January 22, 2025, 13:11

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

LONDON VALLEY III INC. as of January 22, 2025

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	LONDON VALLEY III INC.
Ontario Corporation Number (OCN)	1869545
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	April 19, 2012
Registered or Head Office Address	77 City Centre Drive, 602, Mississauga, Ontario, L5B 1M5, Canada

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

V. Quintanilla W.

Director/Registrar

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

Minimum Number of Directors	1
Maximum Number of Directors	10

Active Director(s)

Name	RANDY HOFFNER
Address for Service	77 City Centre Drive, 602, Mississauga, Ontario, L5B 1M5, Canada
Resident Canadian	Yes
Date Began	January 26, 2018

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Active Officer(s)

Name	RANDY HOFFNER
Position	President
Address for Service	77 City Centre Drive, 602, Mississauga, Ontario, L5B 1M5, Canada
Date Began	January 26, 2018

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Corporate Name History

Name	LONDON VALLEY III INC.
Effective Date	April 19, 2012

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Active Business Names

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

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
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Director/Registrar
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Expired or Cancelled Business Names

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

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Document List

Filing Name	Effective Date
Annual Return - 2022 PAF: ANKUR BHATNAGAR	June 05, 2023
Annual Return - 2021 PAF: ANKUR BHATNAGAR	January 18, 2023
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	June 17, 2021
Annual Return - 2016 PAF: DANIEL LANE - DIRECTOR	September 17, 2017
Annual Return - 2015 PAF: DANIEL LANE - DIRECTOR	September 17, 2017
CIA - Notice of Change PAF: DANIEL LANE - DIRECTOR	January 21, 2016
Annual Return - 2014 PAF: DANIEL LANE - DIRECTOR	April 04, 2015
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	February 11, 2015
CIA - Notice of Change PAF: STEFFEN NIELSEN - DIRECTOR	October 28, 2014
BCA - Default (Registered Office) 241(3)	July 31, 2014
Annual Return - 2013 PAF: STEFFEN NIELSEN - DIRECTOR	July 26, 2014
CIA - Requirement to File 7	May 02, 2014
CIA - Notice of Change PAF: DANIEL NORMAN LANE - OTHER	April 23, 2014
Annual Return - 2012	July 20, 2013

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Director/Registrar
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Transaction Number: APP-A10682825535
Report Generated on January 22, 2025, 13:11

PAF: DAN LANE - DIRECTOR

CIA - Initial Return PAF: DAN LANE - DIRECTOR	May 23, 2012
BCA - Articles of Incorporation	April 19, 2012

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V. Quintanilla W.
Director/Registrar
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Transaction Number: APP-A10682824856
Report Generated on January 22, 2025, 13:10

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

LONDON VALLEY IV INC. as of January 22, 2025

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	LONDON VALLEY IV INC.
Ontario Corporation Number (OCN)	2391715
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	October 11, 2013
Registered or Head Office Address	Attention/Care of Behzad Pilehver, 50 West Wilmont Street, Suite 100, Richmond Hill, Ontario, L4B 1M5, Canada

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

V. Quintanilla W.

Director/Registrar

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Minimum Number of Directors	1
Maximum Number of Directors	10

Active Director(s)

Name	BEHZAD PILEHVER
Address for Service	50 West Wilmont Street, Suite 100, Richmond Hill, Ontario, L4B 1M5, Canada
Resident Canadian	Yes
Date Began	September 11, 2024

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

Active Officer(s)

Name	BEHZAD PILEHVER
Position	President
Address for Service	50 West Wilmont Street, Suite 100, Richmond Hill, Ontario, L4B 1M5, Canada
Date Began	September 11, 2024

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Corporate Name History

Name	LONDON VALLEY IV INC.
Effective Date	October 11, 2013

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Active Business Names

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

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Expired or Cancelled Business Names

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

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

V. Quintanilla W.

Director/Registrar

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Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: BEHZAD PILEHVER	September 19, 2024
CIA - Notice of Change PAF: ELENA SALVATORE	September 19, 2024
CIA - Notice of Change PAF: RANDY HOFFNER	September 12, 2024
CIA - Notice of Change PAF: DAVID BADHAM	August 26, 2024
Annual Return - 2024 PAF: RANDY HOFFNER	June 17, 2024
Annual Return - 2023 PAF: RANDY HOFFNER	June 17, 2024
Annual Return - 2022 PAF: ANKUR BHATNAGAR	June 05, 2023
Annual Return - 2021 PAF: ANKUR BHATNAGAR	January 18, 2023
Annual Return - 2017 PAF: RANDY HOFFNER - DIRECTOR	May 09, 2021
Annual Return - 2020 PAF: RANDY HOFFNER - DIRECTOR	May 09, 2021
Annual Return - 2019 PAF: RANDY HOFFNER - DIRECTOR	May 09, 2021
Annual Return - 2018 PAF: RANDY HOFFNER - DIRECTOR	May 09, 2021
Annual Return - 2018 PAF: RANDY HOFFNER - DIRECTOR	May 09, 2021

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CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	May 05, 2021
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	April 06, 2021
Annual Return - 2016 PAF: DANIEL LANE - DIRECTOR	September 17, 2017
Annual Return - 2015 PAF: DANIEL LANE - DIRECTOR	September 17, 2017
CIA - Notice of Change PAF: DANIEL LANE - DIRECTOR	January 21, 2016
Annual Return - 2014 PAF: DANIEL LANE - DIRECTOR	April 04, 2015
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	March 12, 2015
Annual Return - 2013 PAF: STEFFEN NIELSEN - DIRECTOR	July 26, 2014
BCA - Articles of Incorporation	October 11, 2013

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Transaction Number: APP-A10682823595
Report Generated on January 22, 2025, 13:10

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

LONDON VALLEY V INC. as of January 22, 2025

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	LONDON VALLEY V INC.
Ontario Corporation Number (OCN)	2410433
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	March 12, 2014
Registered or Head Office Address	Attention/Care of Behzad Pilehver, 50 West Wilmont Street, Suite 100, Richmond Hill, Ontario, L4B 1M5, Canada

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

V. Quintanilla W.

Director/Registrar

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Minimum Number of Directors	1
Maximum Number of Directors	10

Active Director(s)

Name	BEHZAD PILEHVER
Address for Service	50 West Wilmont Street, Suite 100, Richmond Hill, Ontario, L4B 1M5, Canada
Resident Canadian	Yes
Date Began	September 11, 2024

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Active Officer(s)

Name	BEHZAD PILEHVER
Position	President
Address for Service	50 West Wilmont Street, Suite 100, Richmond Hill, Ontario, L4B 1M5, Canada
Date Began	September 11, 2024

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Corporate Name History

Name	LONDON VALLEY V INC.
Effective Date	February 03, 2015
Previous Name	2410433 ONTARIO INC.
Effective Date	March 12, 2014

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Director/Registrar
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Active Business Names

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

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
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Director/Registrar
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Expired or Cancelled Business Names

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

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Director/Registrar
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Document List

Filing Name	Effective Date
Archive Document Package	September 27, 2024
CIA - Notice of Change PAF: BEHZAD PILEHVER	September 19, 2024
CIA - Notice of Change PAF: ELENA SALVATORE	September 19, 2024
CIA - Notice of Change PAF: RANDY HOFFNER	September 12, 2024
CIA - Notice of Change PAF: DAVID BADHAM	September 10, 2024
Annual Return - 2024 PAF: RANDY HOFFNER	June 17, 2024
Annual Return - 2023 PAF: RANDY HOFFNER	June 17, 2024
Annual Return - 2020 PAF: RANDY HOFFNER	June 17, 2024
Annual Return - 2019 PAF: RANDY HOFFNER	June 17, 2024
Annual Return - 2018 PAF: RANDY HOFFNER	June 17, 2024
Annual Return - 2017 PAF: RANDY HOFFNER	June 17, 2024
Annual Return - 2022 PAF: ANKUR BHATNAGAR	June 05, 2023
Annual Return - 2021 PAF: ANKUR BHATNAGAR	January 18, 2023

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
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CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	June 17, 2021
Annual Return - 2016 PAF: DANIEL LANE - DIRECTOR	September 17, 2017
Annual Return - 2015 PAF: DANIEL LANE - DIRECTOR	September 17, 2017
CIA - Notice of Change PAF: DANIEL LANE - DIRECTOR	January 21, 2016
Annual Return - 2014 PAF: DANIEL LANE - DIRECTOR	April 04, 2015
BCA - Articles of Amendment	February 03, 2015
CIA - Notice of Change PAF: DANIEL LANE - DIRECTOR	February 02, 2015
CIA - Notice of Change PAF: STEFFEN NIELSEN - DIRECTOR	January 08, 2015
BCA - Articles of Incorporation	March 12, 2014

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Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Transaction Number: APP-A10682825826
Report Generated on January 22, 2025, 13:11

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

FORT ERIE HILLS INC. as of January 22, 2025

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	FORT ERIE HILLS INC.
Ontario Corporation Number (OCN)	1914862
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	August 26, 2014
Registered or Head Office Address	Attention/Care of Behzad Pilehver, 50 West Wilmont Street, Suite 100, Richmond Hill, Ontario, L4B 1M5, Canada

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

V. Quintanilla W.

Director/Registrar

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Minimum Number of Directors	1
Maximum Number of Directors	10

Active Director(s)

Name	BEHZAD PILEHVER
Address for Service	50 West Wilmont Street, Suite 100, Richmond Hill, Ontario, L4B 1M5, Canada
Resident Canadian	Yes
Date Began	September 11, 2024

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Active Officer(s)

Name	BEHZAD PILEHVER
Position	President
Address for Service	50 West Wilmont Street, Suite 100, Richmond Hill, Ontario, L4B 1M5, Canada
Date Began	September 11, 2024

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

Corporate Name History

Name	FORT ERIE HILLS INC.
Effective Date	August 26, 2014

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Active Business Names

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

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Expired or Cancelled Business Names

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

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Transaction Number: APP-A10682825826
Report Generated on January 22, 2025, 13:11

Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: BEHZAD PILEHVER	September 20, 2024
Archive Document Package	July 09, 2024
Annual Return - 2024 PAF: RANDY DARYL HOFFNER	June 17, 2024
Annual Return - 2023 PAF: RANDY DARYL HOFFNER	June 17, 2024
Annual Return - 2022 PAF: ANKUR BHATNAGAR	June 05, 2023
Annual Return - 2021 PAF: ANKUR BHATNAGAR	January 18, 2023
Annual Return - 2020 PAF: RANDY HOFFNER - DIRECTOR	May 23, 2021
Annual Return - 2019 PAF: RANDY HOFFNER - DIRECTOR	May 09, 2021
Annual Return - 2018 PAF: RANDY HOFFNER - DIRECTOR	May 09, 2021
Annual Return - 2018 PAF: RANDY HOFFNER - DIRECTOR	May 09, 2021
Annual Return - 2017 PAF: RANDY HOFFNER - DIRECTOR	May 09, 2021
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	May 06, 2021
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	October 28, 2020

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	December 17, 2019
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	December 17, 2019
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	March 08, 2018
Annual Return - 2016 PAF: DANIEL LANE - DIRECTOR	September 17, 2017
Annual Return - 2015 PAF: DANIEL LANE - DIRECTOR	September 17, 2017
Annual Return - 2014 PAF: DANIEL LANE - DIRECTOR	April 04, 2015
BCA - Articles of Incorporation	August 26, 2014

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

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the “as of” date indicated on the report. Additional historical information may exist in paper or microfiche format.

THIS IS **EXHIBIT "G"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

Transaction Number: APP-A10682854441
Report Generated on January 22, 2025, 13:26

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

CANADIAN SHIELD INC. as of January 22, 2025

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	CANADIAN SHIELD INC.
Ontario Corporation Number (OCN)	2307100
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	November 24, 2011
Registered or Head Office Address	77 City Centre Drive, Unit 602, Mississauga, Ontario, L5B 1M5, Canada

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

V. Quintanilla W.

Director/Registrar

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

Minimum Number of Directors	1
Maximum Number of Directors	10

Active Director(s)

Name	RANDY HOFFNER
Address for Service	77 City Centre Drive, 602, Mississauga, Ontario, L5B 1M5, Canada
Resident Canadian	Yes
Date Began	January 26, 2018

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

Active Officer(s)

Name	RANDY HOFFNER
Position	President
Address for Service	77 City Centre Drive, 602, Mississauga, Ontario, L5B 1M5, Canada
Date Began	January 26, 2018

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

Corporate Name History

Name	CANADIAN SHIELD INC.
Effective Date	November 24, 2011

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

V. Quintanilla W.

Director/Registrar

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

Active Business Names

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

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Expired or Cancelled Business Names

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

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Transaction Number: APP-A10682854441
Report Generated on January 22, 2025, 13:26

Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: RANDY HOFFNER	June 25, 2024
Annual Return - 2024 PAF: RANDY HOFFNER	May 17, 2024
Annual Return - 2023 PAF: RANDY HOFFNER	May 17, 2024
Annual Return - 2020 PAF: RANDY HOFFNER	May 17, 2024
Annual Return - 2019 PAF: RANDY HOFFNER	May 17, 2024
Annual Return - 2018 PAF: RANDY HOFFNER	May 17, 2024
Annual Return - 2017 PAF: RANDY HOFFNER	May 17, 2024
Annual Return - 2022 PAF: ANKUR BHATNAGAR	June 05, 2023
Annual Return - 2021 PAF: ANKUR BHATNAGAR	January 18, 2023
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	May 05, 2021
Annual Return - 2016 PAF: DANIEL LANE - DIRECTOR	September 03, 2017
Annual Return - 2015 PAF: DANIEL LANE - DIRECTOR	September 03, 2017
CIA - Notice of Change PAF: DANIEL LANE - DIRECTOR	January 21, 2016

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Annual Return - 2014 PAF: DANIEL LANE - DIRECTOR	March 21, 2015
CIA - Notice of Change PAF: BRYAN AKIRA FOULKES - OTHER	February 10, 2015
CIA - Notice of Change PAF: STEFFEN NIELSEN - DIRECTOR	October 28, 2014
Annual Return - 2013 PAF: STEFFEN NIELSEN - DIRECTOR	September 20, 2014
BCA - Default (Registered Office) 241(3)	July 31, 2014
CIA - Requirement to File 7	April 30, 2014
CIA - Notice of Change PAF: DANIEL NORMAN LANE - OTHER	April 22, 2014
Annual Return - 2012 PAF: DAN LANE - DIRECTOR	July 06, 2013
Annual Return - 2011 PAF: DAN LANE - DIRECTOR	March 24, 2012
BCA - Articles of Incorporation	November 24, 2011

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THIS IS **EXHIBIT "H"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

Transaction Number: APP-A10682839794
Report Generated on January 22, 2025, 13:17

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

CGE CAPITAL MANAGEMENT INC. as of January 22, 2025

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	CGE CAPITAL MANAGEMENT INC.
Ontario Corporation Number (OCN)	2345965
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	October 15, 2012
Registered or Head Office Address	77 City Centre Drive, Unit 602, Mississauga, Ontario, L5B 1M5, Canada

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

V. Quintanilla W.

Director/Registrar

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Minimum Number of Directors	1
Maximum Number of Directors	10

Active Director(s)

Name	RANDY HOFFNER
Address for Service	77 City Centre Drive, 602, Mississauga, Ontario, L5B 1M5, Canada
Resident Canadian	Yes
Date Began	January 26, 2018

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Active Officer(s)

Name	RANDY HOFFNER
Position	President
Address for Service	77 City Centre Drive, 602, Mississauga, Ontario, L5B 1M5, Canada
Date Began	January 26, 2018

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Corporate Name History

Name	CGE CAPITAL MANAGEMENT INC.
Effective Date	July 27, 2015
Previous Name	CP II CAPITAL MANAGEMENT INC.
Effective Date	October 15, 2012

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Active Business Names

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

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Expired or Cancelled Business Names

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Director/Registrar
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Document List

Filing Name	Effective Date
Annual Return - 2024 PAF: RANDY HOFFNER	June 03, 2024
Annual Return - 2023 PAF: RANDY HOFFNER	June 03, 2024
Annual Return - 2020 PAF: RANDY HOFFNER	June 03, 2024
Annual Return - 2019 PAF: RANDY HOFFNER	June 03, 2024
Annual Return - 2018 PAF: RANDY HOFFNER	June 03, 2024
Annual Return - 2017 PAF: RANDY HOFFNER	June 03, 2024
Annual Return - 2022 PAF: ANKUR BHATNAGAR	June 05, 2023
Annual Return - 2021 PAF: ANKUR BHATNAGAR	January 18, 2023
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	May 05, 2021
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	March 24, 2021
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	February 03, 2021
Annual Return - 2016 PAF: DANIEL LANE - DIRECTOR	December 17, 2017
Annual Return - 2015 PAF: DANIEL LANE - DIRECTOR	January 29, 2017

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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CIA - Notice of Change PAF: DANIEL LANE - DIRECTOR	January 21, 2016
Annual Return - 2014 PAF: DANIEL LANE - DIRECTOR	August 29, 2015
BCA - Articles of Amendment	July 27, 2015
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	February 11, 2015
Annual Return - 2013 PAF: STEFFEN NIELSEN - DIRECTOR	September 20, 2014
CIA - Notice of Change PAF: STEFFEN NIELSEN - OTHER	May 16, 2014
CIA - Requirement to File 7	April 30, 2014
CIA - Notice of Change PAF: DANIEL NORMAN LANE - OTHER	April 23, 2014
Annual Return - 2012 PAF: DAN LANE - DIRECTOR	July 06, 2013
CIA - Initial Return PAF: DAN LANE - DIRECTOR	December 13, 2012
BCA - Articles of Incorporation	October 15, 2012

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Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
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Director/Registrar
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Transaction Number: APP-A10682853277
Report Generated on January 22, 2025, 13:25

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

TGP - TALBOT CROSSING INC. as of January 22, 2025

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	TGP - TALBOT CROSSING INC.
Ontario Corporation Number (OCN)	2522641
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	June 10, 2016
Registered or Head Office Address	77 City Centre Drive, Unit 602, Mississauga, Ontario, L5B 1M5, Canada

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

V. Quintanilla W.

Director/Registrar

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Minimum Number of Directors	1
Maximum Number of Directors	10

Active Director(s)

Name	RANDY HOFFNER
Address for Service	77 City Centre Drive, 602, Mississauga, Ontario, L5B 1M5, Canada
Resident Canadian	Yes
Date Began	January 26, 2018

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

Active Officer(s)

Name	RANDY HOFFNER
Position	President
Address for Service	77 City Centre Drive, 602, Mississauga, Ontario, L5B 1M5, Canada
Date Began	January 26, 2018

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Corporate Name History

Name	TGP - TALBOT CROSSING INC.
Effective Date	June 10, 2016

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

Active Business Names

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

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

Expired or Cancelled Business Names

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

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

Transaction Number: APP-A10682853277
Report Generated on January 22, 2025, 13:25

Document List

Filing Name	Effective Date
Annual Return - 2024 PAF: RANDY HOFFNER	June 20, 2024
Annual Return - 2023 PAF: RANDY HOFFNER	June 20, 2024
Annual Return - 2020 PAF: RANDY HOFFNER	June 20, 2024
Archive Document Package	June 11, 2024
Annual Return - 2022 PAF: ANKUR BHATNAGAR	June 05, 2023
Annual Return - 2021 PAF: ANKUR BHATNAGAR	January 18, 2023
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	May 04, 2021
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	March 24, 2021
Annual Return - 2019 PAF: RANDY HOFFNER - DIRECTOR	December 06, 2020
Annual Return - 2018 PAF: RANDY HOFFNER - DIRECTOR	December 06, 2020
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	November 17, 2020
Annual Return - 2017 PAF: RANDY HOFFNER - DIRECTOR	March 03, 2019
Annual Return - 2016 PAF: DANIEL LANE - DIRECTOR	October 15, 2017

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

BCA - Articles of Incorporation June 10, 2016

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

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Transaction Number: APP-A10682854247
Report Generated on January 22, 2025, 13:26

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

NEC II CAPITAL MANAGEMENT INC. as of January 22, 2025

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	NEC II CAPITAL MANAGEMENT INC.
Ontario Corporation Number (OCN)	2304497
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	November 03, 2011
Registered or Head Office Address	77 City Centre Drive, Unit 602, Mississauga, Ontario, L5B 1M5, Canada

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

V. Quintanilla W.

Director/Registrar

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Minimum Number of Directors	1
Maximum Number of Directors	10

Active Director(s)

Name	RANDY HOFFNER
Address for Service	77 City Centre Drive, 602, Mississauga, Ontario, L5B 1M5, Canada
Resident Canadian	Yes
Date Began	January 26, 2018

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Active Officer(s)

Name	RANDY HOFFNER
Position	President
Address for Service	77 City Centre Drive, 602, Mississauga, Ontario, L5B 1M5, Canada
Date Began	January 26, 2018

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Corporate Name History

Name	NEC II CAPITAL MANAGEMENT INC.
Effective Date	November 03, 2011

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V. Quintanilla W.
Director/Registrar
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Active Business Names

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

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Director/Registrar
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Expired or Cancelled Business Names

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

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Director/Registrar
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Transaction Number: APP-A10682854247
Report Generated on January 22, 2025, 13:26

Document List

Filing Name	Effective Date
Annual Return - 2024 PAF: RANDY HOFFNER	June 21, 2024
Annual Return - 2023 PAF: RANDY HOFFNER	June 21, 2024
Annual Return - 2020 PAF: RANDY HOFFNER	June 21, 2024
Annual Return - 2019 PAF: RANDY HOFFNER	June 21, 2024
Annual Return - 2018 PAF: RANDY HOFFNER	June 20, 2024
Annual Return - 2017 PAF: RANDY HOFFNER	June 20, 2024
Annual Return - 2022 PAF: ANKUR BHATNAGAR	June 05, 2023
Annual Return - 2021 PAF: ANKUR BHATNAGAR	January 18, 2023
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	May 06, 2021
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	March 24, 2021
Annual Return - 2016 PAF: DANIEL LANE - DIRECTOR	November 12, 2017
Annual Return - 2015 PAF: DANIEL LANE - DIRECTOR	November 05, 2017
CIA - Notice of Change PAF: DANIEL LANE - DIRECTOR	January 21, 2016

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Annual Return - 2014 PAF: DANIEL LANE - DIRECTOR	August 29, 2015
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	February 10, 2015
CIA - Notice of Change PAF: STEFFEN NIELSEN - DIRECTOR	October 28, 2014
Annual Return - 2013 PAF: STEFFEN NIELSEN - DIRECTOR	September 20, 2014
BCA - Default (Registered Office) 241(3)	July 31, 2014
CIA - Requirement to File 7	May 01, 2014
CIA - Notice of Change PAF: DANIEL NORMAN LANE - OTHER	April 23, 2014
Annual Return - 2012 PAF: DAN LANE - DIRECTOR	July 06, 2013
Annual Return - 2011 PAF: DAN LANE - DIRECTOR	July 14, 2012
BCA - Articles of Incorporation	November 03, 2011

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Transaction Number: APP-A10682853859
Report Generated on January 22, 2025, 13:26

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

LV CAPITAL MANAGEMENT INC. as of January 22, 2025

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	LV CAPITAL MANAGEMENT INC.
Ontario Corporation Number (OCN)	2306587
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	November 21, 2011
Registered or Head Office Address	77 City Centre Drive, Unit 602, Mississauga, Ontario, L5B 1M5, Canada

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

V. Quintanilla W.

Director/Registrar

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Minimum Number of Directors	1
Maximum Number of Directors	10

Active Director(s)

Name	TIMOTHY SHIELDS
Address for Service	3-32 Kioicho Kioicho Hills 2f, Chiyoda-Ku, Tokyo, 102-0094, Japan
Resident Canadian	No
Date Began	December 31, 2021

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

Active Officer(s)

Name	TIMOTHY PATRICK SHIELDS
Position	President
Address for Service	3-32 Kioicho Kiocho Hills 2f Chiyoda-Ku, Tokyo, JP, 102-0094, Japan
Date Began	December 31, 2021

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

Corporate Name History

Name	LV CAPITAL MANAGEMENT INC.
Effective Date	November 21, 2011

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Active Business Names

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

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Expired or Cancelled Business Names

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Director/Registrar
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Document List

Filing Name	Effective Date
Annual Return - 2024 PAF: TIMOTHY PATRICK SHIELDS	June 03, 2024
Annual Return - 2023 PAF: TIMOTHY PATRICK SHIELDS	June 03, 2024
Annual Return - 2020 PAF: TIMOTHY PATRICK SHIELDS	June 03, 2024
Annual Return - 2019 PAF: TIMOTHY PATRICK SHIELDS	June 03, 2024
Annual Return - 2018 PAF: TIMOTHY PATRICK SHIELDS	June 03, 2024
Annual Return - 2017 PAF: TIMOTHY PATRICK SHIELDS	June 03, 2024
Annual Return - 2016 PAF: TIMOTHY PATRICK SHIELDS	June 03, 2024
Annual Return - 2022 PAF: ANKUR BHATNAGAR	June 05, 2023
Annual Return - 2021 PAF: ANKUR BHATNAGAR	January 18, 2023
CIA - Notice of Change PAF: Timothy SHIELDS	January 21, 2022
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	May 06, 2021
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	March 24, 2021
Annual Return - 2015 PAF: DANIEL LANE - DIRECTOR	January 29, 2017

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CIA - Notice of Change PAF: DANIEL LANE - DIRECTOR	January 21, 2016
Annual Return - 2014 PAF: DANIEL LANE - DIRECTOR	August 29, 2015
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	February 10, 2015
Annual Return - 2013 PAF: STEFFEN NIELSEN - DIRECTOR	September 20, 2014
CIA - Notice of Change PAF: STEFFEN NIELSEN - OTHER	June 24, 2014
CIA - Requirement to File 7	May 02, 2014
CIA - Notice of Change PAF: DANIEL NORMAN LANE - OTHER	April 23, 2014
Annual Return - 2012 PAF: DAN LANE - DIRECTOR	July 20, 2013
Annual Return - 2011 PAF: DAN LANE - DIRECTOR	July 14, 2012
BCA - Articles of Incorporation	November 21, 2011

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Transaction Number: APP-A10682853665
Report Generated on January 22, 2025, 13:26

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

LV II CAPITAL MANAGEMENT INC. as of January 22, 2025

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	LV II CAPITAL MANAGEMENT INC.
Ontario Corporation Number (OCN)	1869544
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	April 19, 2012
Registered or Head Office Address	77 City Centre Drive, Unit 602, Mississauga, Ontario, L5B 1M5, Canada

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

V. Quintanilla W.

Director/Registrar

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Minimum Number of Directors	1
Maximum Number of Directors	10

Active Director(s)

Name	RANDY HOFFNER
Address for Service	77 City Centre Drive, 602, Mississauga, Ontario, L5B 1M5, Canada
Resident Canadian	Yes
Date Began	January 26, 2018

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
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Director/Registrar
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Active Officer(s)

Name	RANDY HOFFNER
Position	President
Address for Service	77 City Centre Drive, 602, Mississauga, Ontario, L5B 1M5, Canada
Date Began	January 26, 2018

Name	RANDY HOFFNER
Position	Chief Executive Officer
Address for Service	77 City Centre Drive, Unit 602, Mississauga, Ontario, L5B 1M5, Canada
Date Began	January 26, 2018

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Corporate Name History

Name	LV II CAPITAL MANAGEMENT INC.
Effective Date	April 19, 2012

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V. Quintanilla W.
Director/Registrar
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Active Business Names

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

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
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Director/Registrar
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Expired or Cancelled Business Names

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Director/Registrar
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Transaction Number: APP-A10682853665
Report Generated on January 22, 2025, 13:26

Document List

Filing Name	Effective Date
Annual Return - 2024 PAF: RANDY HOFFNER	June 03, 2024
Annual Return - 2023 PAF: RANDY HOFFNER	June 03, 2024
Annual Return - 2020 PAF: RANDY HOFFNER	June 03, 2024
Annual Return - 2019 PAF: RANDY HOFFNER	June 03, 2024
Annual Return - 2018 PAF: RANDY HOFFNER	June 03, 2024
Annual Return - 2017 PAF: RANDY HOFFNER	June 03, 2024
Annual Return - 2016 PAF: RANDY HOFFNER	June 03, 2024
Annual Return - 2022 PAF: ANKUR BHATNAGAR	June 05, 2023
Annual Return - 2021 PAF: ANKUR BHATNAGAR	January 18, 2023
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	May 06, 2021
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	March 24, 2021
Annual Return - 2015 PAF: DANIEL LANE - DIRECTOR	January 29, 2017
CIA - Notice of Change PAF: DANIEL LANE - DIRECTOR	January 21, 2016

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Annual Return - 2014 PAF: DANIEL LANE - DIRECTOR	August 29, 2015
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	February 10, 2015
CIA - Notice of Change PAF: STEFFEN NIELSEN - DIRECTOR	October 28, 2014
Annual Return - 2013 PAF: STEFFEN NIELSEN - DIRECTOR	September 20, 2014
BCA - Default (Registered Office) 241(3)	July 31, 2014
CIA - Requirement to File 7	May 02, 2014
CIA - Notice of Change PAF: DANIEL NORMAN LANE - OTHER	April 23, 2014
Annual Return - 2012 PAF: DAN LANE - DIRECTOR	July 06, 2013
CIA - Initial Return PAF: DAN LANE - DIRECTOR	May 25, 2012
CIA - Notice of Change PAF: DAN LANE - DIRECTOR	May 24, 2012
BCA - Articles of Incorporation	April 19, 2012

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Transaction Number: APP-A10682839406
Report Generated on January 22, 2025, 13:17

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

LV III CAPITAL MANAGEMENT INC. as of January 22, 2025

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	LV III CAPITAL MANAGEMENT INC.
Ontario Corporation Number (OCN)	1869543
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	April 19, 2012
Registered or Head Office Address	77 City Centre Drive, Unit 602, Mississauga, Ontario, L5B 1M5, Canada

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

V. Quintanilla W.

Director/Registrar

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Minimum Number of Directors	1
Maximum Number of Directors	10

Active Director(s)

Name	RANDY HOFFNER
Address for Service	77 City Centre Drive, 602, Mississauga, Ontario, L5B 1M5, Canada
Resident Canadian	Yes
Date Began	January 26, 2018

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Active Officer(s)

Name	RANDY HOFFNER
Position	President
Address for Service	77 City Centre Drive, 602, Mississauga, Ontario, L5B 1M5, Canada
Date Began	January 26, 2018

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Corporate Name History

Name	LV III CAPITAL MANAGEMENT INC.
Effective Date	April 19, 2012

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

Active Business Names

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

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

Expired or Cancelled Business Names

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

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

Document List

Filing Name	Effective Date
Annual Return - 2022 PAF: ANKUR BHATNAGAR	June 05, 2023
Annual Return - 2021 PAF: ANKUR BHATNAGAR	January 18, 2023
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	May 06, 2021
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	March 24, 2021
Annual Return - 2016 PAF: DANIEL LANE - DIRECTOR	December 10, 2017
Annual Return - 2015 PAF: DANIEL LANE - DIRECTOR	January 29, 2017
CIA - Notice of Change PAF: DANIEL LANE - DIRECTOR	January 21, 2016
Annual Return - 2014 PAF: DANIEL LANE - DIRECTOR	August 29, 2015
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	February 11, 2015
CIA - Notice of Change PAF: STEFFEN NIELSEN - DIRECTOR	October 28, 2014
Annual Return - 2013 PAF: STEFFEN NIELSEN - DIRECTOR	September 20, 2014
BCA - Default (Registered Office) 241(3)	July 31, 2014
CIA - Requirement to File 7	May 02, 2014
CIA - Notice of Change	April 23, 2014

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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PAF: DANIEL NORMAN LANE - OTHER

Annual Return - 2012 PAF: DAN LANE - DIRECTOR	July 06, 2013
CIA - Notice of Change PAF: DAN LANE - DIRECTOR	May 24, 2012
BCA - Articles of Incorporation	April 19, 2012

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

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Transaction Number: APP-A10682853568
Report Generated on January 22, 2025, 13:26

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

LV IV CAPITAL MANAGEMENT INC. as of January 22, 2025

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	LV IV CAPITAL MANAGEMENT INC.
Ontario Corporation Number (OCN)	2391733
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	October 11, 2013
Registered or Head Office Address	77 City Centre Drive, Unit 602, Mississauga, Ontario, L5B 1M5, Canada

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

V. Quintanilla W.

Director/Registrar

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

Minimum Number of Directors	1
Maximum Number of Directors	10

Active Director(s)

Name	RANDY HOFFNER
Address for Service	77 City Centre Drive, 602, Mississauga, Ontario, L5B 1M5, Canada
Resident Canadian	Yes
Date Began	January 26, 2018

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

Active Officer(s)

Name	RANDY HOFFNER
Position	President
Address for Service	77 City Centre Drive, 602, Mississauga, Ontario, L5B 1M5, Canada
Date Began	January 26, 2018

Name	RANDY HOFFNER
Position	Chief Executive Officer
Address for Service	77 City Centre Drive, Unit 602, Mississauga, Ontario, L5B 1M5, Canada
Date Began	January 26, 2018

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Corporate Name History

Name	LV IV CAPITAL MANAGEMENT INC.
Effective Date	October 11, 2013

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

Active Business Names

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

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

Expired or Cancelled Business Names

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

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

Document List

Filing Name	Effective Date
Annual Return - 2024 PAF: RANDY HOFFNER	June 03, 2024
Annual Return - 2023 PAF: RANDY HOFFNER	June 03, 2024
Annual Return - 2020 PAF: RANDY HOFFNER	June 03, 2024
Annual Return - 2019 PAF: RANDY HOFFNER	June 03, 2024
Annual Return - 2018 PAF: RANDY HOFFNER	June 03, 2024
Annual Return - 2017 PAF: RANDY HOFFNER	June 03, 2024
Annual Return - 2022 PAF: ANKUR BHATNAGAR	June 05, 2023
Annual Return - 2021 PAF: ANKUR BHATNAGAR	January 18, 2023
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	May 05, 2021
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	March 24, 2021
Annual Return - 2016 PAF: DANIEL LANE - DIRECTOR	September 03, 2017
Annual Return - 2015 PAF: DANIEL LANE - DIRECTOR	August 27, 2017
CIA - Notice of Change PAF: DANIEL LANE - DIRECTOR	January 21, 2016

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Transaction Number: APP-A10682853568
Report Generated on January 22, 2025, 13:26

Annual Return - 2014 PAF: DANIEL LANE - DIRECTOR	August 29, 2015
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	March 12, 2015
Annual Return - 2013 PAF: STEFFEN NIELSEN - DIRECTOR	September 06, 2014
BCA - Articles of Incorporation	October 11, 2013

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

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the “as of” date indicated on the report. Additional historical information may exist in paper or microfiche format.

Transaction Number: APP-A10713945657
Report Generated on February 24, 2025, 13:40

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

LV V CAPITAL MANAGEMENT INC. as of February 24, 2025

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	LV V CAPITAL MANAGEMENT INC.
Ontario Corporation Number (OCN)	2450986
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	January 22, 2015
Registered or Head Office Address	77 City Centre Drive, Unit 602, Mississauga, Ontario, L5B 1M5, Canada

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

V. Quintanilla W.

Director/Registrar

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

Minimum Number of Directors	1
Maximum Number of Directors	10

Active Director(s)

Name	RANDY HOFFNER
Address for Service	77 City Centre Drive, 602, Mississauga, Ontario, L5B 1M5, Canada
Resident Canadian	Yes
Date Began	January 26, 2018

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Active Officer(s)

Name	RANDY HOFFNER
Position	President
Address for Service	77 City Centre Drive, 602, Mississauga, Ontario, L5B 1M5, Canada
Date Began	January 26, 2018

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Corporate Name History

Name	LV V CAPITAL MANAGEMENT INC.
Effective Date	January 22, 2015

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

Active Business Names

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

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Expired or Cancelled Business Names

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

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
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Director/Registrar
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Document List

Filing Name	Effective Date
Annual Return - 2024 PAF: RANDY HOFFNER	June 03, 2024
Annual Return - 2023 PAF: RANDY HOFFNER	June 03, 2024
Annual Return - 2020 PAF: RANDY HOFFNER	June 03, 2024
Annual Return - 2019 PAF: RANDY HOFFNER	June 03, 2024
Annual Return - 2018 PAF: RANDY HOFFNER	June 03, 2024
Annual Return - 2017 PAF: RANDY HOFFNER	June 03, 2024
Annual Return - 2022 PAF: ANKUR BHATNAGAR	June 05, 2023
Annual Return - 2021 PAF: ANKUR BHATNAGAR	January 18, 2023
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	May 05, 2021
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	March 24, 2021
Annual Return - 2016 PAF: DAN LANE - DIRECTOR	November 26, 2017
Annual Return - 2015 PAF: DAN LANE - DIRECTOR	June 11, 2017
CIA - Notice of Change PAF: DANIEL LANE - DIRECTOR	January 21, 2016

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
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Director/Registrar
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Transaction Number: APP-A10713945657
Report Generated on February 24, 2025, 13:40

CIA - Notice of Change PAF: DANIEL LANE - DIRECTOR	February 02, 2015
CIA - Initial Return PAF: STEFFEN NIELSEN - DIRECTOR	January 22, 2015
BCA - Articles of Incorporation	January 22, 2015

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V. Quintanilla W.
Director/Registrar
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Transaction Number: APP-A10650229849
Report Generated on December 11, 2024, 13:34

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

2533430 ONTARIO INC. as of December 11, 2024

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	2533430 ONTARIO INC.
Ontario Corporation Number (OCN)	2533430
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	August 23, 2016
Registered or Head Office Address	Attention/Care of 2533430 ONTARIO INC., 77 City Centre Drive, 602, Mississauga, Ontario, L5B 1M5, Canada

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

V. Quintanilla W.

Director/Registrar

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Active Director(s)

Minimum Number of Directors	1
Maximum Number of Directors	10

Name	AKIKO KOBAYASHI
Address for Service	413-2 Shinnden Tsukamachi, Fukui-Prefecture, Fukui-Shi, Fukui-Shi, 111000, Japan
Resident Canadian	No
Date Began	December 31, 2021

Name	K.K. KOBAYASHI KYOUHOU DOH
Address for Service	36 Harue-Machi, Fujiwashizuka , Fukui-Prefecture, Sakai-Gun, Sakai-Gun, 111000, Japan
Resident Canadian	No
Date Began	December 31, 2021

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

Active Officer(s)

There are no active Officers currently on file for this corporation.

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

Corporate Name History

Name	2533430 ONTARIO INC.
Effective Date	August 23, 2016

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

V. Quintanilla W.

Director/Registrar

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Active Business Names

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

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

Expired or Cancelled Business Names

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

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

Transaction Number: APP-A10650229849
Report Generated on December 11, 2024, 13:34

Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: Akiko KOBAYASHI	January 21, 2022
Annual Return - 2020 PAF: RANDY HOFFNER - DIRECTOR	March 07, 2021
Annual Return - 2020 PAF: RANDY HOFFNER - DIRECTOR	March 07, 2021
Annual Return - 2018 PAF: RANDY HOFFNER - DIRECTOR	April 05, 2020
Annual Return - 2017 PAF: RANDY HOFFNER - DIRECTOR	April 05, 2020
Annual Return - 2019 PAF: RANDY HOFFNER - DIRECTOR	March 29, 2020
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	March 06, 2020
Annual Return - 2016 PAF: DANIEL LANE - DIRECTOR	October 01, 2017
CIA - Notice of Change PAF: DANIEL LANE - DIRECTOR	June 07, 2017
BCA - Articles of Incorporation	August 23, 2016

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

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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THIS IS **EXHIBIT "I"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

Transaction Number: APP-A10682841055
Report Generated on January 22, 2025, 13:18

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

FIRST GLOBAL FINANCIAL CORP. as of January 22, 2025

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	FIRST GLOBAL FINANCIAL CORP.
Ontario Corporation Number (OCN)	2294215
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	August 03, 2011
Registered or Head Office Address	801 Lawrence Avenue East, Ph5, Toronto, Ontario, M3C 3W2, Canada

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

V. Quintanilla W.

Director/Registrar

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Minimum Number of Directors	1
Maximum Number of Directors	5

Active Director(s)

Name	ELENA SALVATORE
Address for Service	801 Lawrence Avenue East, Ph5, Toronto, Ontario, M3C 3W2, Canada
Resident Canadian	Yes
Date Began	January 15, 2019

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

Active Officer(s)

Name	ELENA SALVATORE
Position	President
Address for Service	801 Lawrence Avenue East, Ph5, Toronto, Ontario, M3C 3W2, Canada
Date Began	January 15, 2019

Name	ELENA SALVATORE
Position	Secretary
Address for Service	801 Lawrence Avenue East, Ph5, Toronto, Ontario, M3C 3W2, Canada
Date Began	January 15, 2019

Name	ELENA SALVATORE
Position	Treasurer
Address for Service	801 Lawrence Avenue East, Ph5, Toronto, Ontario, M3C 3W2, Canada
Date Began	January 15, 2019

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Corporate Name History

Name	FIRST GLOBAL FINANCIAL CORP.
Effective Date	August 03, 2011

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

Active Business Names

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

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

Expired or Cancelled Business Names

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

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

Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: Elena SALVATORE	July 12, 2022
CIA - Notice of Change PAF: ELENA SALVATORE - DIRECTOR	January 23, 2019
CIA - Notice of Change PAF: JOHN VAMVAKIDIS - DIRECTOR	January 09, 2019
BCA - Articles of Incorporation	August 03, 2011

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

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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THIS IS **EXHIBIT "J"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

Transaction Number: APP-A10645138610
Report Generated on December 05, 2024, 15:26

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

FORT ERIE HILLS INTERNATIONAL CANADA INC. as of December 05, 2024

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	FORT ERIE HILLS INTERNATIONAL CANADA INC.
Ontario Corporation Number (OCN)	1914863
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	August 26, 2014
Registered or Head Office Address	77 City Centre Drive, Unit 602, Mississauga, Ontario, L5B 1M5, Canada

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

V. Quintanilla W.

Director/Registrar

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

Active Director(s)

Minimum Number of Directors	1
Maximum Number of Directors	10

Name	RANDY HOFFNER
Address for Service	77 City Centre Drive, 602, Mississauga, Ontario, L5B 1M5, Canada
Resident Canadian	Yes
Date Began	January 26, 2018

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

Active Officer(s)

Name	RANDY HOFFNER
Position	President
Address for Service	77 City Centre Drive, 602, Mississauga, Ontario, L5B 1M5, Canada
Date Began	January 26, 2018

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Corporate Name History

Name	FORT ERIE HILLS INTERNATIONAL CANADA INC.
Effective Date	August 26, 2014

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

Active Business Names

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

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

Director/Registrar

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

Expired or Cancelled Business Names

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

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

Transaction Number: APP-A10645138610
Report Generated on December 05, 2024, 15:26

Document List

Filing Name	Effective Date
Annual Return - 2024 PAF: RANDY HOFFNER	May 31, 2024
Annual Return - 2023 PAF: RANDY HOFFNER	May 31, 2024
Annual Return - 2020 PAF: RANDY HOFFNER	May 31, 2024
Annual Return - 2022 PAF: ANKUR BHATNAGAR	June 05, 2023
Annual Return - 2021 PAF: ANKUR BHATNAGAR	January 18, 2023
Annual Return - 2019 PAF: RANDY HOFFNER - DIRECTOR	May 09, 2021
Annual Return - 2018 PAF: RANDY HOFFNER - DIRECTOR	May 09, 2021
Annual Return - 2018 PAF: RANDY HOFFNER - DIRECTOR	May 09, 2021
Annual Return - 2017 PAF: RANDY HOFFNER - DIRECTOR	May 09, 2021
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	May 04, 2021
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	March 24, 2021
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	December 17, 2019
Annual Return - 2016 PAF: DANIEL LANE - DIRECTOR	November 19, 2017

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

Annual Return - 2015 PAF: DANIEL LANE - DIRECTOR	November 19, 2017
Annual Return - 2014 PAF: DANIEL LANE - DIRECTOR	August 29, 2015
BCA - Articles of Incorporation	August 26, 2014

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

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
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Transaction Number: APP-A10645140356
Report Generated on December 05, 2024, 15:26

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

TGP - TALBOT CROSSING INC. as of December 05, 2024

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	TGP - TALBOT CROSSING INC.
Ontario Corporation Number (OCN)	2522641
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	June 10, 2016
Registered or Head Office Address	77 City Centre Drive, Unit 602, Mississauga, Ontario, L5B 1M5, Canada

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

V. Quintanilla W.

Director/Registrar

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Transaction Number: APP-A10645140356
Report Generated on December 05, 2024, 15:26

Active Director(s)

Minimum Number of Directors	1
Maximum Number of Directors	10

Name	RANDY HOFFNER
Address for Service	77 City Centre Drive, 602, Mississauga, Ontario, L5B 1M5, Canada
Resident Canadian	Yes
Date Began	January 26, 2018

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Active Officer(s)

Name	RANDY HOFFNER
Position	President
Address for Service	77 City Centre Drive, 602, Mississauga, Ontario, L5B 1M5, Canada
Date Began	January 26, 2018

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Corporate Name History

Name	TGP - TALBOT CROSSING INC.
Effective Date	June 10, 2016

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

Active Business Names

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

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
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Director/Registrar
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Expired or Cancelled Business Names

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

V. Quintanilla W.

Director/Registrar

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Transaction Number: APP-A10645140356
Report Generated on December 05, 2024, 15:26

Document List

Filing Name	Effective Date
Annual Return - 2024 PAF: RANDY HOFFNER	June 20, 2024
Annual Return - 2023 PAF: RANDY HOFFNER	June 20, 2024
Annual Return - 2020 PAF: RANDY HOFFNER	June 20, 2024
Archive Document Package	June 11, 2024
Annual Return - 2022 PAF: ANKUR BHATNAGAR	June 05, 2023
Annual Return - 2021 PAF: ANKUR BHATNAGAR	January 18, 2023
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	May 04, 2021
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	March 24, 2021
Annual Return - 2019 PAF: RANDY HOFFNER - DIRECTOR	December 06, 2020
Annual Return - 2018 PAF: RANDY HOFFNER - DIRECTOR	December 06, 2020
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	November 17, 2020
Annual Return - 2017 PAF: RANDY HOFFNER - DIRECTOR	March 03, 2019
Annual Return - 2016 PAF: DANIEL LANE - DIRECTOR	October 15, 2017

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
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Director/Registrar
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Transaction Number: APP-A10645140356
Report Generated on December 05, 2024, 15:26

BCA - Articles of Incorporation June 10, 2016

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Director/Registrar
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Transaction Number: APP-A10647848790
Report Generated on December 09, 2024, 15:36

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

TSI-CGE INTERNATIONAL CANADA INC. as of December 09, 2024

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	TSI-CGE INTERNATIONAL CANADA INC.
Ontario Corporation Number (OCN)	2345963
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	October 15, 2012
Registered or Head Office Address	77 City Centre Drive, Unit 602, Mississauga, Ontario, L5B 1M5, Canada

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

V. Quintanilla W.

Director/Registrar

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Transaction Number: APP-A10647848790
Report Generated on December 09, 2024, 15:36

Active Director(s)

Minimum Number of Directors	1
Maximum Number of Directors	10

Name	RANDY HOFFNER
Address for Service	77 City Centre Drive, 602, Mississauga, Ontario, L5B 1M5, Canada
Resident Canadian	Yes
Date Began	January 26, 2018

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

Active Officer(s)

Name	RANDY HOFFNER
Position	President
Address for Service	77 City Centre Drive, 602, Mississauga, Ontario, L5B 1M5, Canada
Date Began	January 26, 2018

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Corporate Name History

Name	TSI-CGE INTERNATIONAL CANADA INC.
Effective Date	July 27, 2015
Previous Name	TSI-CP II INTERNATIONAL CANADA INC.
Effective Date	October 15, 2012

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Active Business Names

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

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

Expired or Cancelled Business Names

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

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

Director/Registrar

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

Transaction Number: APP-A10647848790
Report Generated on December 09, 2024, 15:36

Document List

Filing Name	Effective Date
Annual Return - 2024 PAF: RANDY HOFFNER	May 31, 2024
Annual Return - 2023 PAF: RANDY HOFFNER	May 31, 2024
Annual Return - 2020 PAF: RANDY HOFFNER	May 31, 2024
Annual Return - 2019 PAF: RANDY HOFFNER	May 31, 2024
Annual Return - 2018 PAF: RANDY HOFFNER	May 31, 2024
Annual Return - 2017 PAF: RANDY HOFFNER	May 31, 2024
Annual Return - 2022 PAF: ANKUR BHATNAGAR	June 05, 2023
Annual Return - 2021 PAF: ANKUR BHATNAGAR	January 18, 2023
CIA - Notice of Change PAF: ANKUR BHAT - OTHER	May 05, 2021
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	March 24, 2021
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	February 03, 2021
Annual Return - 2016 PAF: DANIEL LANE - DIRECTOR	December 24, 2017
Annual Return - 2015 PAF: DANIEL LANE - DIRECTOR	April 16, 2017

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

CIA - Notice of Change PAF: DANIEL LANE - DIRECTOR	January 21, 2016
Annual Return - 2014 PAF: DANIEL LANE - DIRECTOR	August 29, 2015
BCA - Articles of Amendment	July 27, 2015
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	February 11, 2015
Annual Return - 2013 PAF: STEFFEN NIELSEN - DIRECTOR	September 20, 2014
CIA - Notice of Change PAF: STEFFEN NIELSEN - OTHER	May 15, 2014
CIA - Requirement to File 7	May 05, 2014
CIA - Notice of Change PAF: DANIEL NORMAN LANE - OTHER	April 23, 2014
Annual Return - 2012 PAF: DAN LANE - DIRECTOR	July 06, 2013
CIA - Initial Return PAF: DAN LANE - DIRECTOR	December 14, 2012
BCA - Articles of Incorporation	October 15, 2012

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V. Quintanilla W.
Director/Registrar
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Transaction Number: APP-A10645139095
Report Generated on December 05, 2024, 15:26

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

TSI-LV II INTERNATIONAL CANADA INC. as of December 05, 2024

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	TSI-LV II INTERNATIONAL CANADA INC.
Ontario Corporation Number (OCN)	1869552
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	April 20, 2012
Registered or Head Office Address	77 City Centre Drive, Unit 602, Mississauga, Ontario, L5B 1M5, Canada

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

V. Quintanilla W.

Director/Registrar

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

Active Director(s)

Minimum Number of Directors	1
Maximum Number of Directors	10

Name	RANDY HOFFNER
Address for Service	77 City Centre Drive, 602, Mississauga, Ontario, L5B 1M5, Canada
Resident Canadian	Yes
Date Began	January 26, 2018

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Active Officer(s)

Name	RANDY HOFFNER
Position	President
Address for Service	77 City Centre Drive, 602, Mississauga, Ontario, L5B 1M5, Canada
Date Began	January 26, 2018

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Corporate Name History

Name	TSI-LV II INTERNATIONAL CANADA INC.
Effective Date	April 20, 2012

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Active Business Names

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

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

Director/Registrar

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Expired or Cancelled Business Names

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

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Document List

Filing Name	Effective Date
Annual Return - 2024 PAF: RANDY HOFFNER	June 20, 2024
Annual Return - 2023 PAF: RANDY HOFFNER	June 20, 2024
Annual Return - 2020 PAF: RANDY HOFFNER	June 20, 2024
Annual Return - 2019 PAF: RANDY HOFFNER	June 20, 2024
Annual Return - 2018 PAF: RANDY HOFFNER	June 20, 2024
Annual Return - 2017 PAF: RANDY HOFFNER	June 20, 2024
Annual Return - 2016 PAF: RANDY HOFFNER	June 20, 2024
Annual Return - 2015 PAF: RANDY HOFFNER	June 20, 2024
Annual Return - 2022 PAF: ANKUR BHATNAGAR	June 05, 2023
Annual Return - 2021 PAF: ANKUR BHATNAGAR	January 18, 2023
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	May 06, 2021
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	March 24, 2021
CIA - Notice of Change PAF: DANIEL LANE - DIRECTOR	January 21, 2016

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Annual Return - 2014 PAF: DANIEL LANE - DIRECTOR	August 29, 2015
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	February 10, 2015
CIA - Notice of Change PAF: STEFFEN NIELSEN - DIRECTOR	October 28, 2014
Annual Return - 2013 PAF: STEFFEN NIELSEN - DIRECTOR	September 20, 2014
BCA - Default (Registered Office) 241(3)	July 31, 2014
CIA - Requirement to File 7	May 02, 2014
CIA - Notice of Change PAF: DANIEL NORMAN LANE - OTHER	April 23, 2014
Annual Return - 2012 PAF: DAN LANE - DIRECTOR	July 06, 2013
CIA - Initial Return PAF: DAN LANE - DIRECTOR	May 24, 2012
BCA - Articles of Incorporation	April 20, 2012

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

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Transaction Number: APP-A10645139289
Report Generated on December 05, 2024, 15:26

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

TSI-LV III INTERNATIONAL CANADA INC. as of December 05, 2024

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	TSI-LV III INTERNATIONAL CANADA INC.
Ontario Corporation Number (OCN)	1869551
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	April 20, 2012
Registered or Head Office Address	77 City Centre Drive, Unit 602, Mississauga, Ontario, L5B 1M5, Canada

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

V. Quintanilla W.

Director/Registrar

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

Active Director(s)

Minimum Number of Directors	1
Maximum Number of Directors	10

Name	RANDY HOFFNER
Address for Service	77 City Centre Drive, 602, Mississauga, Ontario, L5B 1M5, Canada
Resident Canadian	Yes
Date Began	January 26, 2018

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

Active Officer(s)

Name	RANDY HOFFNER
Position	President
Address for Service	77 City Centre Drive, 602, Mississauga, Ontario, L5B 1M5, Canada
Date Began	January 26, 2018

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Corporate Name History

Name	TSI-LV III INTERNATIONAL CANADA INC.
Effective Date	April 20, 2012

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

Active Business Names

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

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

Expired or Cancelled Business Names

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

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

Director/Registrar

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

Document List

Filing Name	Effective Date
Annual Return - 2022 PAF: ANKUR BHATNAGAR	June 05, 2023
Annual Return - 2021 PAF: ANKUR BHATNAGAR	January 18, 2023
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	May 06, 2021
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	March 24, 2021
CIA - Notice of Change PAF: DANIEL LANE - DIRECTOR	January 21, 2016
Annual Return - 2014 PAF: WALTER C PETRELLA - OTHER	October 06, 2015
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	February 11, 2015
CIA - Notice of Change PAF: STEFFEN NIELSEN - DIRECTOR	October 28, 2014
Annual Return - 2013 PAF: STEFFEN NIELSEN - DIRECTOR	September 20, 2014
BCA - Default (Registered Office) 241(3)	July 31, 2014
CIA - Requirement to File 7	May 02, 2014
CIA - Notice of Change PAF: DANIEL NORMAN LANE - OTHER	April 23, 2014
Annual Return - 2012 PAF: DAN LANE - DIRECTOR	July 06, 2013
CIA - Initial Return	May 24, 2012

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
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Director/Registrar
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Transaction Number: APP-A10645139289
Report Generated on December 05, 2024, 15:26

PAF: DAN LANE - DIRECTOR

BCA - Articles of Incorporation April 20, 2012

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Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Transaction Number: APP-A10645138804
Report Generated on December 05, 2024, 15:26

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

TSI-LV INTERNATIONAL CANADA INC. as of December 05, 2024

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	TSI-LV INTERNATIONAL CANADA INC.
Ontario Corporation Number (OCN)	2179371
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	July 16, 2008
Registered or Head Office Address	77 City Centre Drive, Unit 602, Mississauga, Ontario, L5B 1M5, Canada

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

V. Quintanilla W.

Director/Registrar

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

Active Director(s)

Minimum Number of Directors	1
Maximum Number of Directors	10

Name	TIMOTHY SHIELDS
Address for Service	3-32 Kioicho Kioicho Hills 2f, Chiyoda-Ku, Chiyoda-Ku, Tokyo, 102-0094, Japan
Resident Canadian	No
Date Began	December 31, 2021

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

Active Officer(s)

Name	TIMOTHY PATRICK SHIELDS
Position	President
Address for Service	77 City Centre Drive, Unit 602, Mississauga, Ontario, L5B 1M5, Canada
Date Began	December 31, 2021

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

Corporate Name History

Name	TSI-LV INTERNATIONAL CANADA INC.
Effective Date	July 16, 2008

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Active Business Names

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

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Expired or Cancelled Business Names

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Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Transaction Number: APP-A10645138804
Report Generated on December 05, 2024, 15:26

Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: TIMOTHY PATRICK SHIELDS	June 20, 2024
Annual Return - 2024 PAF: TIMOTHY PATRICK SHIELDS	June 20, 2024
Annual Return - 2023 PAF: TIMOTHY PATRICK SHIELDS	June 20, 2024
Annual Return - 2020 PAF: TIMOTHY PATRICK SHIELDS	June 20, 2024
Annual Return - 2019 PAF: TIMOTHY PATRICK SHIELDS	June 20, 2024
Annual Return - 2018 PAF: TIMOTHY PATRICK SHIELDS	June 20, 2024
Annual Return - 2017 PAF: TIMOTHY PATRICK SHIELDS	June 20, 2024
Annual Return - 2016 PAF: TIMOTHY PATRICK SHIELDS	June 20, 2024
Annual Return - 2015 PAF: TIMOTHY PATRICK SHIELDS	June 20, 2024
Annual Return - 2022 PAF: ANKUR BHATNAGAR	June 05, 2023
Annual Return - 2021 PAF: ANKUR BHATNAGAR	January 18, 2023
CIA - Notice of Change PAF: Timothy SHIELDS	January 21, 2022
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	May 04, 2021

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	March 24, 2021
CIA - Notice of Change PAF: DANIEL LANE - DIRECTOR	January 21, 2016
Annual Return - 2014 PAF: DANIEL LANE - DIRECTOR	August 29, 2015
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	February 10, 2015
CIA - Notice of Change PAF: STEFFEN NIELSEN - DIRECTOR	October 28, 2014
Annual Return - 2013 PAF: STEFFEN NIELSEN - DIRECTOR	September 20, 2014
BCA - Default (Registered Office) 241(3)	July 31, 2014
CIA - Requirement to File 7	May 02, 2014
CIA - Notice of Change PAF: DANIEL NORMAN LANE - OTHER	April 23, 2014
Annual Return - 2012 PAF: DAN LANE - DIRECTOR	July 06, 2013
Annual Return - 2011 PAF: DAN LANE - DIRECTOR	June 30, 2012
Annual Return - 2010 PAF: DAN LANE - DIRECTOR	June 25, 2011
Annual Return - 2009 PAF: DAN LANE - DIRECTOR	April 24, 2010
Annual Return - 2008 PAF: DAN LANE - DIRECTOR	September 12, 2009
BCA - Articles of Incorporation	July 16, 2008

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

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Transaction Number: APP-A10645139483
Report Generated on December 05, 2024, 15:26

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

TSI-LV IV INTERNATIONAL CANADA INC. as of December 05, 2024

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	TSI-LV IV INTERNATIONAL CANADA INC.
Ontario Corporation Number (OCN)	2391725
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	October 11, 2013
Registered or Head Office Address	77 City Centre Drive, Unit 602, Mississauga, Ontario, L5B 1M5, Canada

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

V. Quintanilla W.

Director/Registrar

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

Active Director(s)

Minimum Number of Directors	1
Maximum Number of Directors	10

Name	RANDY HOFFNER
Address for Service	77 City Centre Drive, 602, Mississauga, Ontario, L5B 1M5, Canada
Resident Canadian	Yes
Date Began	January 26, 2018

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Active Officer(s)

Name	RANDY HOFFNER
Position	President
Address for Service	77 City Centre Drive, 602, Mississauga, Ontario, L5B 1M5, Canada
Date Began	January 26, 2018

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Corporate Name History

Name	TSI-LV IV INTERNATIONAL CANADA INC.
Effective Date	October 11, 2013

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

Active Business Names

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

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

Expired or Cancelled Business Names

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

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

Director/Registrar

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

Transaction Number: APP-A10645139483
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Document List

Filing Name	Effective Date
Annual Return - 2024 PAF: RANDY HOFFNER	May 30, 2024
Annual Return - 2023 PAF: RANDY HOFFNER	May 30, 2024
Annual Return - 2020 PAF: RANDY HOFFNER	May 30, 2024
Annual Return - 2019 PAF: RANDY HOFFNER	May 30, 2024
Annual Return - 2018 PAF: RANDY HOFFNER	May 30, 2024
Annual Return - 2017 PAF: RANDY HOFFNER	May 30, 2024
Annual Return - 2022 PAF: ANKUR BHATNAGAR	June 05, 2023
Annual Return - 2021 PAF: ANKUR BHATNAGAR	January 18, 2023
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	May 05, 2021
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	March 24, 2021
Annual Return - 2016 PAF: DANIEL LANE - DIRECTOR	September 03, 2017
Annual Return - 2015 PAF: DANIEL LANE - DIRECTOR	August 27, 2017
CIA - Notice of Change PAF: DANIEL LANE - DIRECTOR	January 21, 2016

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

Transaction Number: APP-A10645139483
Report Generated on December 05, 2024, 15:26

Annual Return - 2014 PAF: DANIEL LANE - DIRECTOR	August 29, 2015
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	March 12, 2015
Annual Return - 2013 PAF: STEFFEN NIELSEN - DIRECTOR	September 06, 2014
BCA - Articles of Incorporation	October 11, 2013

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

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Director/Registrar
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Transaction Number: APP-A10645139871
Report Generated on December 05, 2024, 15:26

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

TSI-LV V INTERNATIONAL CANADA INC. as of December 05, 2024

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	TSI-LV V INTERNATIONAL CANADA INC.
Ontario Corporation Number (OCN)	2448972
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	January 07, 2015
Registered or Head Office Address	77 City Centre Drive, Unit 602, Mississauga, Ontario, L5B 1M5, Canada

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

V. Quintanilla W.

Director/Registrar

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Active Director(s)

Minimum Number of Directors	1
Maximum Number of Directors	10

Name	RANDY HOFFNER
Address for Service	77 City Centre Drive, 602, Mississauga, Ontario, L5B 1M5, Canada
Resident Canadian	Yes
Date Began	January 26, 2018

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Active Officer(s)

Name	RANDY HOFFNER
Position	President
Address for Service	77 City Centre Drive, 602, Mississauga, Ontario, L5B 1M5, Canada
Date Began	January 26, 2018

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Corporate Name History

Name	TSI-LV V INTERNATIONAL CANADA INC.
Effective Date	January 07, 2015

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

Active Business Names

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

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Director/Registrar
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Expired or Cancelled Business Names

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

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Director/Registrar
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Document List

Filing Name	Effective Date
Annual Return - 2024 PAF: RANDY HOFFNER	May 31, 2024
Annual Return - 2023 PAF: RANDY HOFFNER	May 31, 2024
Annual Return - 2020 PAF: RANDY HOFFNER	May 31, 2024
Annual Return - 2019 PAF: RANDY HOFFNER	May 31, 2024
Annual Return - 2018 PAF: RANDY HOFFNER	May 31, 2024
Annual Return - 2017 PAF: RANDY HOFFNER	May 31, 2024
Annual Return - 2016 PAF: RANDY HOFFNER	May 31, 2024
Annual Return - 2015 PAF: RANDY HOFFNER	May 30, 2024
Annual Return - 2022 PAF: ANKUR BHATNAGAR	June 05, 2023
Annual Return - 2021 PAF: ANKUR BHATNAGAR	January 18, 2023
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	May 05, 2021
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	March 24, 2021
CIA - Notice of Change PAF: DANIEL LANE - DIRECTOR	January 21, 2016

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Director/Registrar
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CIA - Notice of Change PAF: DANIEL LANE - DIRECTOR	February 02, 2015
CIA - Initial Return PAF: STEFFEN NIELSEN - DIRECTOR	January 08, 2015
BCA - Articles of Incorporation	January 07, 2015

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Transaction Number: APP-A10645139968
Report Generated on December 05, 2024, 15:26

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

TSI-NEC II INTERNATIONAL CANADA INC. as of December 05, 2024

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	TSI-NEC II INTERNATIONAL CANADA INC.
Ontario Corporation Number (OCN)	2206108
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	May 12, 2009
Registered or Head Office Address	77 City Centre Drive, Unit 602, Mississauga, Ontario, L5B 1M5, Canada

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

V. Quintanilla W.

Director/Registrar

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Active Director(s)

Minimum Number of Directors	1
Maximum Number of Directors	10

Name	RANDY HOFFNER
Address for Service	77 City Centre Drive, 602, Mississauga, Ontario, L5B 1M5, Canada
Resident Canadian	Yes
Date Began	January 26, 2018

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Active Officer(s)

Name	RANDY HOFFNER
Position	President
Address for Service	77 City Centre Drive, 602, Mississauga, Ontario, L5B 1M5, Canada
Date Began	January 26, 2018

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Corporate Name History

Name	TSI-NEC II INTERNATIONAL CANADA INC.
Effective Date	May 12, 2009

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Active Business Names

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

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Director/Registrar
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Expired or Cancelled Business Names

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

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

Director/Registrar

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Transaction Number: APP-A10645139968
Report Generated on December 05, 2024, 15:26

Document List

Filing Name	Effective Date
Annual Return - 2024 PAF: RANDY HOFFNER	June 20, 2024
Annual Return - 2023 PAF: RANDY HOFFNER	June 20, 2024
Annual Return - 2020 PAF: RANDY HOFFNER	June 20, 2024
Annual Return - 2019 PAF: RANDY HOFFNER	June 20, 2024
Annual Return - 2018 PAF: RANDY HOFFNER	June 20, 2024
Annual Return - 2017 PAF: RANDY HOFFNER	June 20, 2024
Annual Return - 2009 PAF: RANDY HOFFNER	June 20, 2024
Annual Return - 2022 PAF: ANKUR BHATNAGAR	June 05, 2023
Annual Return - 2021 PAF: ANKUR BHATNAGAR	January 18, 2023
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	May 04, 2021
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	March 24, 2021
Annual Return - 2016 PAF: DANIEL LANE - DIRECTOR	August 27, 2017
Annual Return - 2015 PAF: DANIEL LANE - DIRECTOR	August 27, 2017

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CIA - Notice of Change PAF: DANIEL LANE - DIRECTOR	January 21, 2016
Annual Return - 2014 PAF: DANIEL LANE - DIRECTOR	August 29, 2015
CIA - Notice of Change PAF: ANKUR BHATNAGAR - OTHER	February 10, 2015
CIA - Notice of Change PAF: STEFFEN NIELSEN - DIRECTOR	October 28, 2014
Annual Return - 2013 PAF: STEFFEN NIELSEN - DIRECTOR	September 06, 2014
BCA - Default (Registered Office) 241(3)	July 31, 2014
CIA - Requirement to File 7	May 01, 2014
CIA - Notice of Change PAF: DANIEL NORMAN LANE - OTHER	April 23, 2014
Annual Return - 2012 PAF: DAN LANE - DIRECTOR	July 06, 2013
Annual Return - 2011 PAF: DAN LANE - DIRECTOR	July 14, 2012
Annual Return - 2010 PAF: DAN LANE - DIRECTOR	July 02, 2011
BCA - Articles of Incorporation	May 12, 2009

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THIS IS **EXHIBIT "K"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

0600

July 22, 2019

To: Mr. Chiaki Hayashi

Honmachi 1-7-1 2F, Chuo-ku, Ossaka-shi

From: TSI Global K.K.

Akasaka 7-3-37 Place Canada 3 F, Minato-ku, Tokyo

Representative Director Hiroyuki Kawashima

Response Letter

In response to the open letter of inquiry dated July 8, 2019, we hereby provide our responses to the queries.

1. On the opening part, which states that TSI Global K.K. has not provided any explanation or report to Mrs. Kobayashi since April 1, 2015

(1) You, the financial advisor of Mrs. Kobayashi, are the representative director of Global-I K.K., which is also an agent of Trans Global Partners Limited. Back then, you instructed us that TSI Global K.K. should provide all explanations and reports regarding Mrs. Kobayashi's investments to you, and you will explain and report to Mrs. Kobayashi.
(2) As such, since April 1, 2016, TSI Global K.K. has sent all periodical reports to Global-I K.K. Also, TSI Global K.K. has contacted you for any other related mattes.

2. Question 1

Group companies of TSI Global K.K.are as follows:

(1) TRANS GLOBAL PARTNERS Limited (Hong Kong)
Representative: Tim Shields
Business Details: Product development and business management
(2) TSI Global K.K. (Tokyo)
Representative Director: Hiroyuki Kawashima
Representative Director: Tim Shields
Business Details: services and information provision, customer relationship
(3) Trans Global Partners Inc (Toronto)
Representative: Randy Hoffner
Business Details: Products development and administrative management

2. Question 2

See below for the details of Investments by Mrs. Kobayashi and other members of Kobayashi.

Mrs. Akiko Kobayashi Total 749 units

LV- 35 units, LV5- 107 units, NECII- 10 units, FEH- 12units, CGE- 180 units, TCX- 405 units

Mr. Masao Kobayashi Total 278 units

LV2- 70 units, LV5- 65 units, FEH- 13 units, TCX- 130 units

Mr. Hironori Kobayashi Total 543 units

LV- 10 units, LV2- 100 units, LV4- 185 units, LV5- 107 units, NECII- 10 units, FEH- 13 units, TCX- 118 units

Mrs. Mizue Fukiage Total 325 units

LV2 -50 units, LV4- 185 units, LV5- 20 units, FEH- 12 units, TCX- 58 units

Mr. Toru Fukiage Total 54 units

LV2- 40 units, LV5- 14 units

Mr. Sho Kobayashi

LV5- 20 units

Mrs. Yoshiki Fukiage

LV5- 30 units

Mrs. Masayo Kobayashi

LV5- 20 units

Kobayashi Kyohodo K.K.

LV5- 90 units, LV3- 35 acre

Land-banking

Total amount held: CND 21,090,000

LV3: CND3,850,000

Total amount of investment: CND 24,940,000

Total amount in JPY: 1 CND = 83 JPY

JPY 2,070,020,000

4. Question 3

All the funds transferred by Mrs. Kobayashi have been used as the funds to purchase products as specified in the above list. TSI Global K.K. does not hold any such funds in deposit or as loan.

[It is certified that this postal mail (No. 79302 dated July 22, 2019) was posted as a registered mail (with content certification). Japan Post Co., Ltd.]

THIS IS **EXHIBIT "L"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

0604

Project	Purchase Price	Num of Units	CPF	Sale No	Closing Date	Client ID	Title	Full Name	Relationship	Note
CGE	$1,100,000.00	110	$77,000.00	43352	11/18/2016	I04096	MS.	AKIKO KOBAYASHI	Wife	
CGE	$700,000.00	70	$49,000.00	43715	4/23/2021	I04096	MS.	AKIKO KOBAYASHI	Wife	
CGE Total	**$1,800,000.00**	**16.74%**	**$126,000.00**							Sale in progress. Details provided to client during Exit process.
FEH	$120,000.00	12	$6,000.00	41315	5/15/2015	I04096	MS.	AKIKO KOBAYASHI	Wife	
FEH	$130,000.00	13	$6,500.00	41318	5/15/2015	I04097	MR.	HIRONORI KOBAYASHI	Son	
FEH	$120,000.00	12	$6,000.00	41321	5/15/2015	I04317	MS.	MIZUE FUKIAGE	Daughter	
FEH	$130,000.00	13	$6,500.00	44759	2/26/2021	I04317	MS.	MIZUE FUKIAGE	Daughter	
FEH Total	**$500,000.00**	**8.47%**	**$25,000.00**							Sale in progress. Details provided to client during Exit process.
LV	$100,000.00	10	$5,000.00	31725	8/17/2012	I04096	MS.	AKIKO KOBAYASHI	Wife	
LV	$250,000.00	25	$12,500.00	32865	11/9/2012	I04096	MS.	AKIKO KOBAYASHI	Wife	
LV	$100,000.00	10	$5,000.00	31734	8/17/2012	I04097	MR.	HIRONORI KOBAYASHI	Son	
LV Total	**$450,000.00**	**7.79%**	**$22,500.00**							
LV II	$200,000.00	20	$10,000.00	34824	6/28/2013	I04097	MR.	HIRONORI KOBAYASHI	Son	
LV II	$300,000.00	30	$15,000.00	35211	9/13/2013	I04097	MR.	HIRONORI KOBAYASHI	Son	
LV II	$500,000.00	50	$25,000.00	35325	11/1/2013	I04097	MR.	HIRONORI KOBAYASHI	Son	
LV II	$500,000.00	50	$25,000.00	35322	11/1/2013	I04317	MS.	MIZUE FUKIAGE	Daughter	
LV II	$200,000.00	20	$10,000.00	34752	7/5/2013	I04487	MR.	TORU FUKIAGE	Son-in-law	
LV II	$200,000.00	20	$10,000.00	35214	9/13/2013	I04487	MR.	TORU FUKIAGE	Son-in-law	
LV II	$200,000.00	20	$10,000.00	44757	2/26/2021	I04317	MS.	MIZUE FUKIAGE	Daughter	
LV II	$500,000.00	50	$25,000.00	44758	2/26/2021	I04317	MS.	MIZUE FUKIAGE	Daughter	
LV II Total	**$2,600,000.00**	**41.94%**	**$130,000.00**							
LV IV	$500,000.00	50	$25,000.00	35637	1/17/2014	I04097	MR.	HIRONORI KOBAYASHI	Son	
LV IV	$1,350,000.00	135	$67,500.00	35961	2/7/2014	I04097	MR.	HIRONORI KOBAYASHI	Son	
LV IV	$500,000.00	50	$25,000.00	35640	1/17/2014	I04317	MS.	MIZUE FUKIAGE	Daughter	
LV IV	$1,350,000.00	135	$67,500.00	35964	2/7/2014	I04317	MS.	MIZUE FUKIAGE	Daughter	
LV IV Total	**$3,700,000.00**	**72.27%**	**$185,000.00**							
LV V	$770,000.00	77	$53,900.00	41420	5/8/2015	I04096	MS.	AKIKO KOBAYASHI	Wife	
LV V	$300,000.00	30	$21,000.00	41921	7/24/2015	I04096	MS.	AKIKO KOBAYASHI	Wife	
LV V	$200,000.00	20	$14,000.00	41933	8/14/2015	I04932	MS.	AKIYO KOBAYASHI	Daughter (?)	
LV V	$1,070,000.00	107	$74,900.00	41423	5/8/2015	I04097	MR.	HIRONORI KOBAYASHI	Son	
LV V	$410,000.00	41	$28,700.00	44761	2/26/2021	I04097	MR.	HIRONORI KOBAYASHI	Son	
LV V	$900,000.00	90	$63,000.00	41714	6/12/2015	C00093		KOBAYASHI KYOHODO CO., LTD.	Company	
LV V	$200,000.00	20	$14,000.00	41429	5/8/2015	I04317	MS.	MIZUE FUKIAGE	Daughter	
LV V	$200,000.00	20	$14,000.00	43526	2/22/2018	I04931	MR.	SUSUMU KOBAYASHI	Grandson	Waiting to be transferred from Hironori Kobayashi as a gift transfer
LV V	$140,000.00	14	$9,800.00	41432	5/8/2015	I04487	MR.	TORU FUKIAGE	Son-in-law	
LV V	$300,000.00	30	$21,000.00	41918	8/14/2015	I04930	MR.	YOSHIKI FUKIAGE	Grandson	
LV V	$240,000.00	24	$16,800.00	44760	2/26/2021	I04317	MS.	MIZUE FUKIAGE	Daughter	
LV V Total	**$4,730,000.00**	**59.35%**	**$331,100.00**							
NEC II	$100,000.00	10	$5,000.00	31728	8/17/2012	I04096	MS.	AKIKO KOBAYASHI	Wife	
NEC II	$100,000.00	10	$5,000.00	31737	8/17/2012	I04097	MR.	HIRONORI KOBAYASHI	Son	
NEC II Total	**$200,000.00**	**3.02%**	**$10,000.00**							
TCX	$430,000.00	43	$0.00	50159	8/18/2017	I04097	MR.	HIRONORI KOBAYASHI	Son	
TCX	$260,000.00	26	$0.00	50162	8/18/2017	I04097	MR.	HIRONORI KOBAYASHI	Son	
TCX	$320,000.00	32	$0.00	50165	11/30/2020	I04317	MS.	MIZUE FUKIAGE	Daughter	
TCX	$260,000.00	26	$0.00	50168	8/18/2017	I04317	MS.	MIZUE FUKIAGE	Daughter	

0605

TCX	$530,000.00	53	$0.00	50434	11/30/2020	I04096	MS. AKIKO KOBAYASHI	Wife
TCX	$4,050,000.00	405	$0.00	50153	11/30/2020	I04096	MS. AKIKO KOBAYASHI	Wife
TCX	$770,000.00	77	$0.00	50435	11/30/2020	I04097	MR. HIRONORI KOBAYASHI	Son
TCX	$490,000.00	49	$0.00	50156	11/30/2020	I04097	MR. HIRONORI KOBAYASHI	Son
TCX Total	**$7,110,000.00**	**61.19%**	**$0.00**					
Grand Total	**$21,090,000.00**		**$829,600.00**					

THIS IS **EXHIBIT "M"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

別紙 2

Agreement No

	資金入金日付	購入申込日	契約締結日	振込人名	送金内容					商品内容詳細				購入申込書No.（乙第6号証）	売買契約書No.（乙第7号証）	
				（敬称略）	受領金額	受領金額合計	CAD$換算	合意レート	SMBCレート	商品名	ユニット数	Amount	登記人名義			
1	2012/5/31	2012/5/31	2012/6/4	グローバルアイ	¥7,824,000	¥31,296,000	$100,000.00	78.24	78.24	NECII	10	$100,000.00	小林 昭子	①	①の1,2	
2		2012/5/31	2012/6/4		¥7,824,000		$100,000.00	78.24		LV	10	$100,000.00	小林 昭子	②	②の1,2	
3		2012/5/31	2012/6/4		¥7,824,000		$100,000.00	78.24		NECII	10	$100,000.00	小林 博紀	③	③	
4		2012/5/31	2012/6/4		¥7,824,000		$100,000.00	78.24		LV	10	$100,000.00	小林 博紀	④	④	
5	2012/9/4	2012/9/4	2012/9/7	グローバルアイ	¥20,260,000	¥20,260,000	$250,000.00	81.04	81.04	LV	25	$250,000.00	小林 昭子	⑤	⑤	
6	2012/11/29	2012/11/29	2013/1/11	グローバルアイ	¥16,858,000	¥33,716,000	$200,000.00	84.29	84.29	LVIII	20	$200,000.00	小林 博紀	⑥	⑥	償還→68へ充当
7		2012/11/29	2013/1/11		¥16,858,000					LVIII	20	$200,000.00	吹上 瑞枝	⑦	⑦	償還→69へ充当
8	2013/1/9	2013/1/8	2013/1/15	小林 昭子	$303,000.00		$300,000.00	1.01	US$送金	LVIII	30	$300,000.00	小林 昭子	⑧	⑧の1,2	償還→70へ充当
9	2013/5/20	2013/5/17	2013/5/27	小林将男	¥20,308,000	¥81,232,000	$200,000.00	101.54	101.54	LVII	20	$200,000.00	小林 将男/吹上瑞枝	⑨	⑨の1,2	
10		2013/5/17	2013/5/27	小林博紀	¥20,308,000		$200,000.00			LVII	20	$200,000.00	小林博紀	⑩	⑩	
11		2013/5/17	2013/5/27	吹上 透	¥20,308,000		$200,000.00			LVII	20	$200,000.00	吹上 透	⑪	⑪	
12				小林 昭子	¥20,308,000		$200,000.00			キャンセル・返金			小林 昭子			
13	2013/7/24	2013/7/31	2013/7/31	グローバルアイ	¥29,497,000	¥98,190,000	$300,407.37	98.19	98.19	LVII	50	$500,000.00	小林 将男/吹上瑞枝	⑫	⑫の1,2	
14		記載なし	2013/7/31		¥49,095,000					LVII	30	$500,000.00	小林博紀	⑬	⑬	
15		2013/7/31	2013/7/31		¥19,638,000					LVII	20	$200,000.00	吹上 透	⑭	⑭	
16	2013/8/20	2013/8/20	2013/9/5	グローバルアイ	¥48,030,000	¥96,060,000	$500,000.00	96.06	96.06	LVII	50	$500,000.00	小林 博紀	⑮	⑮	
17		2013/8/20	2013/9/5		¥48,030,000		$500,000.00			LVII	50	$500,000.00	吹上 瑞枝	⑯	⑯	
18	2013/10/30	2013/10/30	2013/11/13	小林 将男	¥47,695,000	¥95,390,000	$500,000.00	95.39	95.39	LV IV	50	$500,000.00	小林 博紀	⑰	⑰	
19		2013/10/30	2013/11/13		¥47,695,000		$500,000.00			LV IV	50	$500,000.00	吹上 瑞枝	⑱	⑱	
20	2013/12/25	2013/12/25	2014/1/10	（株）小林京鳳堂	¥160,000,000	¥410,000,000		99.91	99.91	GIC投資		$1,403,693.32				LV3償還資金へ
21				小林 将男	¥20,000,000		$200,000.00			LV IV	135	$1,350,000.00	小林 博紀	⑲	⑲	
22					¥30,000,000		$300,000.00									
23					¥30,000,000		$300,000.00									
24				小林 昭子	¥30,000,000		$300,000.00									
25					¥10,000,000		$100,000.00									
26		2013/12/25	2014/1/10		¥10,000,000		$100,000.00			LV IV	135	$1,350,000.00	吹上 瑞枝	⑳	⑳	
27				小林 晶代	¥20,000,000		$200,000.00									
28				小林 博紀	¥30,000,000		$300,000.00									
29					¥20,000,000		$200,000.00									
30				吹上 瑞枝	¥40,000,000		$400,000.00									
31					¥10,000,000		$100,000.00									
32	2014/10/3	2014/12/26	2015/3/18	小林 博紀	¥50,000,000	¥50,000,000	$500,000.00	100.00	98.96	LV5	50	$500,000.00	小林 博紀	㉑の1	㉑	50 / 計107 unit
33				（株）小林京鳳堂	¥50,000,000	¥50,000,000	$500,000.00	100.00	98.96	GIC投資→預け金		$500,000.00				
34	2014/11/5			（株）コバード	¥49,999,460	¥49,999,460	$493,139.95	101.39	101.39	GIC投資→預け金		$489,986.15				$3,153.80を35番の昭子様LV5に充当
35		記載なし	2015/3/18	小林 昭子	¥27,055,536	¥27,055,536	$266,846.20	101.39	101.39	LV5	27	$270,000.00	小林 昭子	㉒の1	㉒の1,2	27 / 計77 unit
36	2014/10/3	2015/3/31	2015/4/15	（株）小林京鳳堂	¥50,000,000	¥99,999,460	$989,986.15	100.00	98.96	LV5	90	$900,000.00	（株）小林京鳳堂	㉓	㉓	預け金より充当*
37	2014/11/5			（株）コバード	¥49,999,460			101.39	101.39							
38	2014/12/26	2014/12/26	2015/3/18	小林 昭子	¥25,000,000	¥75,628,800	$720,000.00	105.04	105.04	LV5	24	$240,000.00	小林 昭子	㉒の2	㉒の1	24 / 計77 unit
39					¥628,800											
40		2014/12/26	2015/3/18	小林 博紀	¥25,000,000					LV5	24	$240,000.00	小林 博紀	㉑の2	㉑	24 / 計107 unit
41		2014/12/26	2015/3/18	小林 将男	¥25,000,000					LV5	24	$240,000.00	小林 将男/吹上瑞枝	㉔の1	㉔の1,2	24 / 計65 unit
42	2014/12/29	2014/12/27	2015/3/18	吹上 瑞枝	¥20,000,000	¥35,771,400	$340,000.00	105.21	105.21	LV5	20	$200,000.00	吹上 瑞枝	㉕	㉕	
43					¥771,400											
44		2014/12/27	2015/3/18	吹上 透	¥15,000,000					LV5	14	$140,000.00	吹上 透	㉖	㉖	
45	2015/1/29	2015/1/29	2015/3/18	小林 昭子	¥25,000,000	¥95,680,000	$1,000,000.00	95.68	95.68	LV5	26	$260,000.00	小林 昭子	㉒の3	㉒の1	26 / 計77 unit
46		2015/1/29	2015/3/18	小林 博紀	¥30,680,000					LV5	33	$330,000.00	小林 博紀	㉑の3	㉑	33 / 計107 unit
47		2015/1/29	2015/3/18	小林 将男	¥40,000,000					LV5	41	$410,000.00	小林 将男/小林博紀	㉔の2	㉔の1,3	41 / 計65 unit
48	2015/2/4	2015/2/4	2015/3/18	小林 昭子	¥11,576,400	¥48,235,000	$120,000.00	96.47	96.47	FEH	12	$120,000.00	小林 昭子	㉗	㉗の1,2	
49		2015/2/4	2015/3/18	小林 博紀	¥12,541,100		$130,000.00			FEH	13	$130,000.00	小林 博紀	㉘	㉘	
50		2015/2/4	2015/3/18	小林 将男	¥12,541,100		$130,000.00			FEH	13	$130,000.00	小林 将男/吹上瑞枝	㉙	㉙の1,2	
51		2015/2/4	2015/3/18	吹上 瑞枝	¥11,576,400		$120,000.00			FEH	12	$120,000.00	吹上 瑞枝	㉚	㉚	
52	2015/6/16	2015/6/16	2015/6/24	小林 昭子	¥30,531,000	¥101,770,000	$300,000.00	101.77	101.77	LV5	30	$300,000.00	小林 昭子	㉛	㉛	
53		2015/6/16	2015/6/24	小林 晶代	¥20,354,000		$200,000.00			LV5	20	$200,000.00	小林 晶代	㉜	㉜	
54		2015/6/16	2015/7/27	小林 奨	¥20,354,000		$200,000.00			LV5	20	$200,000.00	小林 奨/小林博紀	㉝の1,2	㉝	
55		2015/6/16	2015/6/24	吹上 義樹	¥30,531,000		$300,000.00			LV5	30	$300,000.00	吹上 義樹	㉞	㉞	
56	2015/9/3			小林京鳳堂	¥328,210,683											LV3償還資金へ
57	2015/12/3	2015/12/3	2020/12/17	小林 将男	¥50,000,000	¥180,384,000	$532,197.98	93.95	93.95	TCX	53	$532,197.98	小林 将男/小林昭子	㉟	㉟	
58		2015/12/3	未完成	小林 昭子	¥60,000,000		$638,637.57			TCX	139	$638,637.57	小林 昭子	㊱		139 / 計405 unit
59					¥70,000,000		$745,077.17					$745,077.17				
60		2015/12/4		小林 昭子	¥384,000		$4,087.28		93.55			$4,087.28				
61	2016/1/22	2016/1/22	未完成	小林 昭子	¥50,000,000	¥50,484,000	$594,247.68	84.14	84.14	TCX	60	$594,247.68	小林 昭子	㊲		60 / 計405 unit
62	2016/1/25			小林 昭子	¥484,000		$5,752.32		85.48			$5,752.32				
63	2016/2/1	2016/2/1	2020/12/17	小林 博紀	¥43,000,000	¥260,000,000	$499,013.578	86.17	88.17	TCX	49	$499,013.578	小林 博紀	㊳	㊳	
64		2016/2/1	2020/12/17	吹上 瑞枝	¥28,000,000		$324,939.074			TCX	32	$324,939.074	吹上 瑞枝	㊴	㊴	
65		2016/2/1	2020/12/17	小林 将男	¥67,000,000		$777,532.784			TCX	77	$777,532.784	小林 将男/小林博紀	㊵	㊵	
66		2016/2/1	未完成	小林 昭子	¥122,000,000		$1,415,805.965			TCX	144	$1,415,805.965	小林 昭子	㊶		144 / 計405 unit
67	2016/4/15			小林昭子	¥488,210,683					LVⅢ償還資金						
68	2016/4/15			LV III再投資	¥33,716,000	¥33,716,000	$400,000.00	84.29	84.29	TCX	26	$200,000.00	小林 博紀	㊷	㊷	
69				LV III再投資						TCX	26	$200,000.00	吹上 瑞枝	㊸	㊸	
70				LV III再投資	$303,000.00	$303,000.00	$300,000.00	1.01	US$送金	TCX	39	$300,000.00	小林 昭子	㊹		39 / 計405 unit
71		2016/6/12	2016/8/22	大平			$1,100,000.00			CGE	110	$1,100,000.00	小林 昭子	㊺	㊺の1,2	
72	2016/11/2	2016/10/19	2021/4/23	小林 昭子	$930,597.84	$930,597.84	$930,597.84			CGE	70	$700,000.00	小林 昭子	㊻	㊻	シンガポール銀行からCADで入金
73		2016/10/27	未完成							TCX	23	$230,000.00	小林 昭子	㊼		TCX 23 / 計405 unit
74	2016/11/10	2016/11/3	2017/6/26	小林 博紀	$428,961.60	$428,961.60	$428,961.60			TCX	43	$430,000.00	小林 博紀	㊽	㊽	72, 73の過払分CAD597.84を補填
75	2016/11/11				¥35,535	¥35,535	$440.56	80.66	80.66							

¥160,000,000

¥328,210,683

¥488,210,683

THIS IS **EXHIBIT "N"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

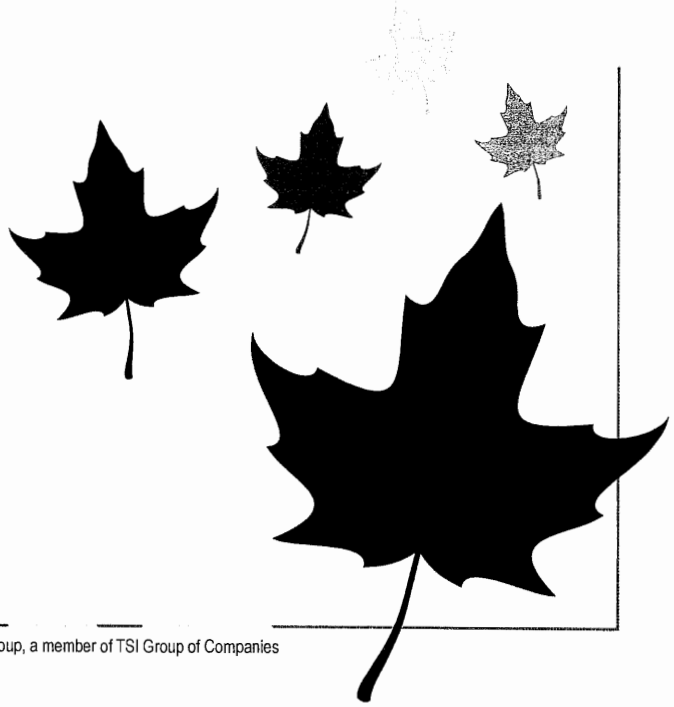
AMANDA MCLACHLAN

JP4335b
10/21/2016

INTERNATIONAL

CLEARVIEW GARDEN ESTATES INC.

AKIKO KOBAYASHI



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UNIT IDENTIFICATION NO. CGE169-CGE278

AGREEMENT OF SALE AND PURCHASE dated the 22ND day of AUGUST, 2016.

BETWEEN

AKIKO KOBAYASHI,

Identification: DRIVER'S LICENSE (527730357761)

Address: 413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Phone Number: 81-776-27-5321

(hereinafter referred to as the "**Purchaser**")

-and-

TSI-CGE INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario,

(hereinafter referred to as the "**Vendor**");

-and-

CLEARVIEW GARDEN ESTATES INC.,
a corporation incorporated under the laws of the Province of Ontario

(hereinafter referred to as the "**Nominee**")

WHEREAS:

A. The Vendor is the beneficial owner of an undivided interest in a parcel of land described in Schedule "B" annexed to this Agreement (the "**Property**") and title to which Property is registered in the name of the Nominee.

B. The Vendor is engaged in the business of land banking, the prime focus of which is to locate and purchase raw land and to endeavour to rezone the land through the applicable land development process to an approved use determined by the Vendor to be suitable and appropriate in all of the circumstances, and to thereby enhance the value of the land.

C. The Purchaser acknowledges that rezoning of the Property is uncertain and may take many years to achieve, often six years or longer, and that there can be no assurance that rezoning will be obtained, or if obtained, to permit for such use or uses as were requested and/or otherwise on terms and conditions that are satisfactory.

D. The Vendor may from time to time sell undivided beneficial interests in the Property to various purchasers.

E. The Purchaser acknowledges that real estate investments are generally subject to various risks, including a lack of liquidity, the highly competitive nature of the real estate industry, changes in general economic conditions (such as the availability and cost of mortgage funds), conditions of supply and demand for any particular type of real estate in the particular area, government regulations and changes thereto (including uncertainties and delays in zoning, subdivision and development regulatory approval processes, taxation of

property and environmental legislation), changes in governments and the political environment in the jurisdiction where the real estate is located, and sensitivity to interest rates, among other factors.

F. The Purchaser acknowledges having had the opportunity to review this Agreement and its schedules with its advisors and to conduct such due diligence investigations as the Purchaser deemed appropriate with respect to all matters pertaining to the Property and to the Vendor.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. SALE OF UNDIVIDED BENEFICIAL INTEREST IN LAND

1.1 The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser a 110/1075TH undivided beneficial interest in the Property (the "**Purchaser's Land Interest**").

1.2 The Purchaser's Land Interest will be identified by the following designated identification number: CGE169-CGE278

2. . PURCHASE PRICE

2.1 The Purchaser shall pay the aggregate sum of Ten Thousand Dollars of lawful money of Canada (C$10,000.00) for each 1/1075TH undivided beneficial interest in the Property upon execution of this Sale and Purchase Agreement, of which Nine Thousand Three Hundred Dollars Only (C$9,300.00) of lawful money of Canada will be paid on account of the purchase price for such interest, and Seven Hundred Dollars Only (C$700.00) of lawful money of Canada will be paid into a segregated account known as the "Concept Planning Fund" (the "**Concept Planning Fund**") to be used to defray costs, expenses and fees to be incurred in connection with the Property, as more particularly hereinafter described and as described in the Co-Owners Agreement (as such term is hereinafter defined).

2.2 The Purchaser hereby agrees to purchase the Purchaser's Land Interest for a total purchase price of ONE MILLION AND TWENTY THREE THOUSAND DOLLARS ONLY of lawful money of Canada (C$1,023,000.00) (the "**Purchase Price**"), and to pay the amount of SEVENTY SEVEN THOUSAND DOLLARS ONLY of lawful money of Canada (C$77,000.00) into the Concept Planning Fund (the "**Concept Planning Fund Contribution**"). All references in this Agreement to payments of money being made shall mean lawful money of Canada.

2.3 The Purchase Price excludes applicable harmonized sales tax (the "**HST**") pursuant to the *Excise Tax Act*, R.S.C. 1985, c E-15, as amended (the "**ETA**") and the Purchaser agrees to pay the HST in addition to the Purchase Price and the Concept Planning Fund Contribution, unless the Purchaser has obtained and inserted (or instructed to be inserted) its HST registration number set forth below on the signing page of this Agreement, below its signature, prior to acceptance of this Agreement by the Vendor, in which case the Purchaser hereby represents and warrants that it is a registrant for HST purposes under the provisions of the ETA, under such registration number.

2.4 Included in the Purchase Price and the Concept Planning Fund Contribution, the Purchaser shall be responsible for the payment of land transfer tax ("**LTT**") under

the *Land Transfer Act*, R.S.O., c L.6. as amended (the "**LTTA**"), in the amount of FOURTEEN THOUSAND SEVEN HUNDRED FIFTY THREE DOLLARS AND SIXTY NINE CENTS of lawful money of Canada (C$14,753.69).

2.5 The Purchaser covenants to pay, make and submit all necessary payments, filings and remittances within the time periods required therefor under the provisions of the ETA, if applicable, and the LTTA, and the regulations thereunder. The Purchaser hereby authorizes the Vendor on behalf of the Purchaser and with the Purchaser's funds, to make any and all payments, filings and remittances within the time periods required therefore under the provisions of the ETA relating to HST, if applicable, and under the provisions of the LTTA relating to LTT required to be made by the Purchaser arising from its acquisition of the Purchaser's Land Interest. While the Vendor agrees to assist the Purchaser in submitting such payments, remittances and filings, for greater certainty, nothing herein contained shall oblige the Vendor to make any payments or remittances from its own resources or funds and all such payments and remittances and filings shall be the Purchaser's obligation.

2.6 Funds in the Concept Planning Fund shall be applied towards defraying future costs of every nature and kind related to the Property, including property management costs, costs, fees, and services incurred in connection with planning activities, development submissions, subdivision applications, operational costs and all other activities and matters concerning or related to the Property, as determined by the Operator (as such term is defined in the Co-Owners Agreement) which would be incurred by or on behalf of the Purchaser as a Co-Owner. The Concept Planning Fund is intended to be a deposit account. The Purchaser's proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Purchaser following completion of the sale of the Property. The Purchaser's proportionate share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of the Co-Owners Agreement) will be paid by the Purchaser (in its capacity as a Co-Owner) and deducted from its proportionate share of any sale proceeds receivable by it, if and when the Property is sold or otherwise disposed of.

3. PAYMENT OF THE PURCHASE PRICE

3.1 The Purchaser hereby agrees that the Purchase Price, the Concept Planning Fund Contribution, and all other amounts due and payable hereunder, shall be paid to the Vendor on the Closing Date (as hereinafter defined). Following the Closing Date, the Vendor shall deliver the Concept Planning Fund Contribution to the Operator for deposit into the Concept Planning Fund.

3.2 All payments of the Purchase Price, the Concept Planning Fund Contribution, and such other amounts shall be made through the appointed agent (the "**Vendor's Agent**"), the Vendor's authorised agent and representative in the jurisdiction of residence of the Purchaser, and the Vendor hereby directs the Purchaser to make all such payments to the Vendor's Agent, who is authorised by the Vendor to acknowledge receipt of the Purchase Price and other amounts paid hereunder.

4. CLOSING DATE, DELIVERIES, COSTS, NON-MERGER

4.1 The date on which this Agreement is signed by the Purchaser and is accepted and signed by the Vendor and the Nominee shall be the "**Closing Date**". On the Closing Date, in addition to delivering the Purchase Price and this Agreement, the Purchaser agrees to deliver to the Vendor's Agent a copy of the Co-Owners Agreement signed by the Purchaser.

CGE169-CGE278-43352

4.2 Within ninety (90) days after the Closing Date, the Vendor agrees to deliver to the Purchaser the following documents (the "**Closing Documents**"):

(a) this Agreement, duly executed by the Vendor and the Nominee;

(b) a Declaration of Trust (as hereinafter defined), duly executed by the Nominee; and

(c) the Co-Owners Agreement (as hereinafter defined), duly executed by the Nominee and Operator (as therein defined).

4.3 The Vendor shall pay for the cost of drafting and/or settling the Closing Documents. The Vendor shall not be obligated to pay any other costs associated with the purchase of the Purchaser's Land Interest.

4.4 This Agreement shall be irrevocable by the Purchaser for a period of 120 days following its execution and delivery to the Vendor or the Vendor's Agent. This Agreement shall only become binding upon the Vendor and the Nominee following the Vendor and the Nominee having each accepted this Agreement as signified by its respective execution of this Agreement where indicated below.

4.5 All representations, warranties and covenants of the Purchaser as set out in this Agreement shall not merge upon closing but shall survive closing and the Closing Date.

5. VENDOR REPRESENTATIONS AND WARRANTIES

5.1 The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in completing the sale and purchase transaction contemplated in this Agreement:

(a) the Vendor is the beneficial owner of the Purchaser's Land Interest with good and marketable title thereto, subject to Section 6.1;

(b) registered title to the Property and beneficial title to the Purchaser's Land Interest shall be good and marketable and clear and free from all mortgages, charges and financial liens on the Closing Date;

(c) the Vendor has the right, power and authority to sell the Purchaser's Land Interest as contemplated in this Agreement;

(d) the Vendor is a corporation properly constituted and in good standing under the laws of the Province of Ontario and the laws of Canada applicable therein; and

(e) the Vendor is not now and on the Closing Date will not be a non-resident of Canada within the meaning of the *Income Tax Act* (Canada), R.S.C. 1985, c.1 (5th Supp.), as amended from time to time.

6. EASEMENTS, LIENS, REGISTERED AGREEMENTS

6.1 Other than any mortgage, charge or financial lien which the Vendor is required to discharge pursuant to this Agreement, registered title to the Property, and beneficial title to the Purchaser's Land Interest, shall be subject to all other liens and encumbrances registered

on title to the Property on the Closing Date or which may be registered against the title to the Property after the Closing Date, including those registered in connection with the rezoning or development process relating to the Property, and including, without limitation, agreements with the applicable municipality or region, agreements with public regulated utilities, easements for the supply of domestic utility or telephone services to the Property or properties which are adjacent to the Property, easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the Property or its proposed development, other registered restrictions or covenants that run with the lands, and the restrictions and reservations in the Crown patent.

7. PURCHASER(S)' REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 The Purchaser represents and warrants to and covenants in favour of the Vendor as follows:

(a) there are no liens, mortgages, judgements, executions or other encumbrances, related to or attaching to the Purchaser's Land Interest or any part thereof;

(b) the Purchaser shall keep the Purchaser's Land Interest and every part thereof free and clear of all liens, mortgages, other encumbrances, judgements or executions. The Purchaser warrants and represents that all such liens, mortgages, judgements, executions other encumbrances, if any, shall be discharged and removed forthwith at the Purchaser's sole cost and expense and the Purchaser shall hold harmless the Vendor and all other beneficial owners of undivided interests in the Property from time to time against any and all claims, liabilities, actions, cause of actions, charges, demands and costs, including solicitors fees in connection therewith; and

(c) the Purchaser will not register or cause to be registered this Agreement, the Co-Owners Agreement, notice of this Agreement, notice of the Co-Owners Agreement, notice of the Purchaser's Land Interest, or any caution against title to the Property and the Purchaser shall forthwith remove and discharge any such registration at its costs and expense, failing which the Vendor may do so at the cost and expense of the Purchaser.

7.2 The foregoing warranties, representations and covenants of the Purchaser shall not merge on closing but shall survive closing and the Closing Date.

8. PURCHASER(S)' PARTICULARS, NATURE OF VESTING OF BENEFICIAL TITLE

8.1 The Purchaser agrees and confirms that the personal information provided in Schedule "A" annexed hereto is true, accurate and complete and agrees to inform the Vendor in writing forthwith of any change in any of the information therein provided.

8.2 If there is more than one person that comprises the Purchaser, then the Purchaser's Land Interest will be held as joint tenants with right of survivorship unless the box below is initialled by the Purchaser in which case the Purchaser's Land Interest will be deemed to be held as tenants-in-common, in the percentages noted therein.

[ ] Purchaser elects to hold Purchaser's Land Interest as tenants- in -common and not as joint tenants, as follows: _____ as to ___%, _____ as to ____%.

9. PRESENT STATE AND CONDITION OF PROPERTY

9.1 The Purchaser hereby agrees that the purchase of the Purchaser's Land Interest is on an "as is, where is basis" with no representations or warranties whatsoever made by the Vendor, other than as expressly set out in this Agreement.

10. TITLE INSURANCE

10.1 The Nominee as registered owner of the Property obtained title insurance upon acquiring the Property (the "**Title Insurance Policy**") in such form and in such amount and with such stipulations, limitations and qualifications respecting coverage as it deemed appropriate.

11. NOMINEE AS BARE TRUSTEE; DECLARATION OF TRUST

11.1 The Purchaser acknowledges that the registered title to the Property is held by the Nominee, as nominee and bare trustee for the Vendor to the extent of its undivided beneficial interest in the Property, and as nominee and bare trustee for others to the extent of their respective undivided beneficial interests in the Property, and that on completion of the transaction herein contemplated the Nominee will hold the registered title to the Property to the extent of the Purchaser's Land Interest as nominee and bare trustee for the Purchaser and others to the extent of their respective undivided beneficial interests in the Property.

11.2 The mailing address of the Nominee for receiving notices shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee may change its mailing address from time to time by giving notice in writing to that effect pursuant to the notice provisions contained in the Co-Owners Agreement.

11.3 The Nominee agrees to execute and deliver to the Purchaser a declaration of trust (the "**Declaration of Trust**") wherein it will confirm that, from and after the Closing Date, it is holding the title to the Property for and on behalf of the Purchaser, to the extent of the Purchaser's Land Interest, in the place and stead of the Vendor.

11.4 The Purchaser acknowledges that the registered title to the Property shall at all times be in the name of the Nominee.

12. NO RIGHT TO USE, OCCUPY OR ACCESS

12.1 The Purchaser agrees that it hereby waives all rights of use, occupation and rights of access to the Property, and any part thereof, in order to facilitate the future rezoning and ultimate subdivision and re-development of the Property, for the benefit of all Co-Owners. The provisions of this Section 12 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date.

13. CO-OWNERS AGREEMENT

13.1 The Purchaser agrees that concurrent with its execution and delivery of this Agreement, the Purchaser shall execute and deliver the agreement or a counterpart of the co-

owners agreement, a draft copy of which is annexed hereto as Schedule "C" (the "**Co-Owners Agreement**").

13.2 The Co-Owners Agreement shall govern, amongst other things, the following:

(a) the rights and obligations of the Purchaser, as owner and any other owners of undivided beneficial interests in the Property;

(b) any future sale, financing and/or development of the Property;

(c) procedures for consent and approvals by the Co-Owners (as such term is defined in the Co-Owners Agreement);

(d) appointing the Operator (as such term is defined in the Co-Owners Agreement) for and on behalf of the Co-Owners;

(e) the rights and obligations of the Operator of the Property;

(f) the obligation of the Nominee as registered holder of the title to the Property for an on behalf of the Co-Owners;

(g) the right to transfer or assign the Purchaser's Land Interest or any part thereof and the terms conditions to be satisfied with respect to any such assignment or transfer; and

(h) such other matters as are therein contained.

13.3 The Vendor shall not be obligated but shall have the right to retain an undivided beneficial interest in the Property to such extent as it may in its absolute discretion deem appropriate and thus be a co-owner thereof and with respect to such undivided beneficial interest it shall be subject to the terms of the Co-Owners Agreement and entitled to exercise the rights of a Co-Owner.

14. SUBDIVISION CONTROL PROVISIONS

14.1 The Vendor agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and this Agreement shall be effective to create an interest in the Property provided that the provisions of the *Planning Act* (Ontario) are complied with in connection with the transaction of sale and purchase of the Purchaser's Land Interest.

15. NO REPRESENTATIONS, WARRANTIES OR ADVICE

15.1 The Purchaser acknowledges that none of the Vendor, the Nominee, the Vendor's Agent nor anyone acting on its or their behalf has made any representations or warranties except as are expressly set forth in this Agreement or the Co-Owners Agreement, nor given any advice respecting the tax treatment relating to the purchase or disposition of the Purchaser's Land Interest or any part thereof or the Property, nor as to the timing of sale, rezoning or development of the Property nor with respect to any potential or anticipated profit to be derived or derivable from the Purchaser's Land Interest or the Property.

15.2 The Purchaser has been urged and advised to consult with the Purchaser's own respective advisors including legal and tax advisors, with respect to the purchase and other matters pertaining to the Property and the Purchaser's Land Interest and the Closing Documents.

CGE169-CGE278-43352

16. SOURCE OF FUNDS

16.1 The Purchaser hereby represents, warrants, confirms and acknowledges that the source of the Purchaser's funds:

(a) are not derived directly or indirectly from any crime;

(b) are not linked directly or indirectly to any terrorists or against anti terrorist laws;

(c) are not embargoed funds; and

(d) are not obtained in violation of any laws or seeking to escape or avoid any tax laws;

16.2 The Purchaser covenants that all payments and remittances shall strictly comply , at its own expense, with all regulatory or exchange control provisions in force on the Closing Date and applicable to this Agreement.

16.3 The provisions of this Section 16 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date

17. NOTICES

17.1 All notices required hereunder shall be in writing and in the English language and may be served either personally upon the parties or by electronic transmission namely by fax or email addressed to the Parties at their respective last known addresses, fax number or email address.

18. HEIRS, ASSIGNS, ETC.

18.1 This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective heirs , administrators, executors, successors and permitted assigns; provided that, the Purchaser shall not be entitled to assign this Agreement or any of its rights hereunder without the prior written approval of the Vendor, which approval may be withheld in its absolute discretion.

19. SUPERCEDING AGREEMENT

19.1 This Agreement shall supercede any and all previous discussions, representations, agreements or understandings made by or on behalf of either of the parties hereto for or relating to the purchase and sale of the Purchaser's Land Interest.

20. SCHEDULES

20.1 Schedules "A", "B" and "C" annexed hereto form an integral part of this Agreement and shall be read together with this Agreement.

21. COUNTERPARTS

21.1 This Agreement may be executed in any number of counterparts and by original or facsimile signature with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement.

22. LAWS AND JURISDICTION-ONTARIO

22.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

23. CAPTIONS

23.1 The captions of the sections of this Agreement are for convenience only and do not amplify or limit in any way the provisions hereof.

24. EFFECT OF PARTIAL INVALIDITY ON THIS AGREEMENT

24.1 In the event that any provision of this Agreement is illegal, void or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

25. FACSIMILE DOCUMENTS

25.1 The parties agree to accept facsimile executed documents, including Closing Documents, as if they were originally signed documents.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SET OUT BELOW.

WITNESSED BY:

DATE OF EXECUTION: 2016-08-22

THE PURCHASER

CHIAKI HAYASHI
Print Name of Witness

AKIKO KOBAYASHI
Print Name of Purchaser

✓ Chiaki Hayashi
SIGNATURE OF WITNESS

Signature of Witness

Witness Identification Number

Akiko Kobayashi ★
SIGNATURE OF PURCHASER

Signature of Purchaser

HST Number:

852358449RT0001

CGE169-CGE278-43352

✓

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DATE OF EXECUTION: 2016-11-18
THE VENDOR:
TSI-CGE INTERNATIONAL CANADA INC.

Per:

Name:
Title:
HST Number: 84604 0533 RT0001

I/We have the authority to bind the Corporation.

DATE OF EXECUTION: 2016-11-18

THE NOMINEE:
CLEARVIEW GARDEN ESTATES INC.

Per:

Name:
Title:
I/We have the authority to bind the Corporation.

SCHEDULE "A" – PURCHASER(S) PARTICULARS

Information Concerning Purchaser:

PURCHASER:

Full Name: AKIKO KOBAYASHI

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: 413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Home Telephone: 81-776-27-5321 Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: _____

Country of Birth: JAPAN

The following have been provided to the Vendor:

(✓) Driver's Licence ( ) Passport ( ) Other_____

SCHEDULE "B" – PROPERTY and NOMINEE

LEGAL DESCRIPTION OF PROPERTY

Lands and premises located at 6237 27/28 Side Road Nottawasaga fronting on the South side of 27/28 Side Road Nottawasaga in the town of Clearview, in the province of Ontario, in the country of Canada and legally described as PT Lot 27 Con 3 Nottawasaga as in RO289265, Except 51R27930; S/T, RO130023; Clearview, PT Lot 27 Con 3 Nottawasaga, PT 1, 51R27930; Clearview, PT Lot 27 Con 3 Nottawasaga, PT 2, 51R27930; Clearview

CLEARVIEW GARDEN ESTATES INC.

REGISTERED HOLDER OF LEGAL TITLE TO PROPERTY

Office: 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3

Tel No: 1-905-602-7463

Fax No: 1-905-602-7460

SCHEDULE "C" – CO-OWNERS AGREEMENT

UNIT IDENTIFICATION NO. CGE169-CGE278

CO-OWNERS AGREEMENT

CLEARVIEW GARDEN ESTATES INC.

THIS CO-OWNERS AGREEMENT is dated the 25TH day of September 2015.

BETWEEN:

AKIKO KOBAYASHI,

Identification: DRIVER'S LICENSE (527730357761)

Address: 413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

(hereinafter referred to as the "**Purchaser**")

-and-

CLEARVIEW GARDEN ESTATES INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Nominee**")

-and-

TSI-CGE INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Vendor**")

-and-

CGE CAPITAL MANAGEMENT INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Operator**")

-and-

All other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of this Agreement

(hereinafter collectively referred to as the "**Co-Owners**")

WHEREAS:

1. Pursuant to a Sale and Purchase Agreement, the Vendor has sold to the Purchaser, and the Purchaser has purchased from the Vendor, an undivided beneficial interest in the Property;

2. The Nominee is the registered owner of the Property and has agreed to hold the Property as nominee and bare trustee for and on behalf of the Co-Owners from time to time;

3. Every purchaser of an undivided beneficial interest in the Property, every assignee of such purchaser, and every assignee of each such assignee, is required to execute and deliver a counterpart of this Agreement and shall be bound as a Co-Owner pursuant thereto; and

4. This Agreement sets forth the provisions which govern the Co-Owners' ownership of undivided beneficial interests in the Property and any future sale, financing and/or development with the Property and their respective undivided beneficial interests therein.

NOW THEREFORE in consideration of the payment of the sum of One Dollar ($1.00) and other good and valuable consideration now paid by each party to the other, the receipt of which is hereby acknowledged, and of the premises and the mutual covenants herein contained, the parties hereto hereby covenant and agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall be deemed to have the following meanings:

(a) "**ASPE**" shall have the meaning ascribed thereto in Section 16 of this Agreement;

(b) "**Additional Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(c) "**this Agreement**", "**hereof**", "**herein**," "**hereunder**" and words to like effect, refer to this Co-Owners Agreement as a whole and not to any particular provision, as it may be amended, supplemented and/or restated from time to time;

(d) "**Business Day**" means any day of the week other than a Saturday, Sunday or a day which is a statutory holiday, in Ontario, Canada;

(e) "**Concept Planning Fund**" shall have the meaning ascribed thereto in Section 18 of this Agreement;

(f) "**Co-Owners**" means the owners from time to time of Interests and who have signed a counterpart of this Agreement, and shall include the Purchaser, as well as the Vendor to the extent that it retains any Interest, and "**Co-Owner**" means any of the Co-Owners;

(g) "**Co-Owners Record**" has the meaning ascribed thereto in Section 11 of this Agreement;

(h) "**CRA**" means the Canada Revenue Agency, established pursuant to the *Canada Revenue Agency Act*, S.C. 1999, c. 17, which administers tax laws of Canada, including under the *Income Tax Act*, for the Government of Canada;

(i) "**Declaration of Trust**" means the declaration of trust executed by the Nominee concurrently with the completion by a Co-Owner of the purchase from the Vendor of an Interest and pursuant to which the Nominee declares and confirms that it holds registered title to the Property in trust for and on behalf of such Co-Owner, to the extent of such Co-Owner's respective Interest. For greater certainty, "**Declaration of Trust**" includes the declaration of trust executed by the Nominee upon the completion by a Co-Owner of the Transfer of an Interest to a transferee in accordance with the provisions of this Agreement, and includes the declaration of trust executed by the Nominee in favour of the Vendor at the time of its acquisition of the Property;

(j) "**Designated Person**" shall have the meaning ascribed thereto in Section 10 of this Agreement;

(k) "**Dispute**" shall have the meaning ascribed thereto in Section 31 of this Agreement;

(l) "***Excise Tax Act***" means the *Excise Tax Act* (Canada), as amended from time to time, including the regulations made pursuant thereto;

(m) "**HST**" means the harmonized sales tax payable pursuant to the *Excise Tax Act*, including the Province of Ontario's portion thereof;

(n) "***Income Tax Act***" means the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.), as amended from time to time, including the regulations made pursuant thereto;

(o) "**Initial Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(p) "**Interest**" means the undivided beneficial interest in the Property purchased by a Co-Owner pursuant to a Sale and Purchase Agreement, and includes any undivided beneficial interest in the Property continued to be owned by the Vendor, and "**Interests**" means every Interest;

(q) "***Land Transfer Tax Act***" means the *Land Transfer Tax Act*, R.S.O. c.L.6, as amended;

(r) "**LTT**" means the land transfer tax payable pursuant to the *Land Transfer Tax Act*;

(s) "**Net Income**" shall have the meaning attributed thereto in Section 6(j) of this Agreement;

(t) "**Notice Requisitioning an Ordinary Resolution**" shall have the meaning attributed thereto in Section 8 of this Agreement;

(u) "**Notice Requisitioning a Special Resolution**" shall have the meaning attributed thereto in Section 10 of this Agreement;

(v) "**Offer**" shall have the meaning attributed thereto in Section 19 of this Agreement;

(w) "**Operator**" means CGE CAPITAL MANAGEMENT INC., or the Designated Person that may be appointed as the Operator's replacement as determined in accordance with Section 10 of this Agreement;

(x) "**Ordinary Resolution**" means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 51% of the aggregate Interests in the Property;

(y) "**Planning Activities**" means the reports, plans, studies, audits, assessments, investigations, legal proceedings, procedures, filings, submissions, applications and/or any other actions taken or made in respect of or in furtherance of the rezoning of, or other land use planning matters related to, the Property;

(z) "**Property**" means the real property legally described on Schedule "1" annexed hereto;

(aa) "**Retained Interest**" shall have the meaning attributed thereto in Section 23 of this Agreement;

(bb) "**Sale and Purchase Agreement**" means the agreement of sale and purchase, or an agreement substantially in the form of the agreement of sale and purchase, entered into

CGE169-CGE278-43352

between the Vendor, as vendor, and each Co-Owner (other than the Vendor), as purchaser, pursuant to which each Co-Owner agreed to acquire its respective Interest in the Property. **"Sale and Purchase Agreements"** means every Sale and Purchase Agreement;

(cc) **"Special Resolution"** means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 85% of the aggregate Interests in the Property;

(dd) **"Transfer"** shall have the meaning ascribed thereto in Section 11 of this Agreement; and

(ee) **"Vendor"** means TSI-CGE INTERNATIONAL CANADA INC.

2. INTERPRETATION

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) the division of this Agreement into Articles, paragraphs, subparagraphs and schedules and the insertion of headings are provided for convenience only and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;

(b) all references to currency herein are references in Canadian dollars;

(c) any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto;

(d) any reference to an entity shall include and shall be deemed to be a reference to any entity that is a successor to such entity;

(e) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

3. TITLE

Legal title to the Property shall be held in the name of the Nominee, which shall hold such title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Vendor, to the extent of its Retained Interest, if any.)

4. MAILING ADDRESSES

The mailing address of the Nominee, the Vendor and the Operator shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee, the Vendor and/or the Operator may change its mailing address from time to time by giving notice in writing to that effect to all Co-Owners, pursuant to the notice provisions contained in this Agreement.

5. REPRESENTATIONS AND WARRANTIES OF THE NOMINEE AND OPERATOR

(a) The Nominee represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite power, capacity and corporate authority to act as nominee and to perform its obligations under this Agreement;

(iii) it shall not carry on any business other than for the purposes set forth in this Agreement;

(iv) it holds and shall continue to hold legal title to the Property as nominee and bare trustee for and on behalf of each Co-Owner to the extent of each Co-Owner's Interest; and

(v) it shall only deal with the Property in the manner and as provided for in this Agreement.

(b) The Operator represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite capacity and corporate authority to act as Operator, and to perform its obligations under this Agreement; and

(iii) it shall comply with its obligations as provided for in this Agreement.

6. OPERATION AND MANAGEMENT OF THE PROPERTY

The Co-Owners hereby appoint the Operator and the Operator hereby accepts the appointment as the operator and manager of the Property and agrees to undertake such Planning Activities as the Operator may determine in its discretion, acting reasonably, are required to rezone the Property to such use or uses as the Operator shall determine, acting reasonably, and in the best interest of the Co-Owners. The Operator agrees to carry out such Planning Activities and to operate and manage the Property in good faith and in the best interest of the Co-Owners. The Operator agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and to proceed diligently to make all necessary applications to rezone the Property to such use or uses as the Operator shall determine, in its reasonable discretion, and to use its reasonable commercial efforts, at the cost and expense of the Co-Owners, with such costs to be defrayed out of the Concept Planning Fund initially, to obtain all necessary approvals and consents from applicable governmental authorities in connection therewith. Subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have such general powers and authority to administer, manage, control, operate, finance, refinance, develop, lease, grant easements and other rights in, under and over, the Property and to do any act, take any proceeding, make any decision and execute and deliver any instrument, deed, agreement, affidavit or document necessary for or incidental to any of the foregoing, for and on behalf and in the name of the Co-Owners, or as the Co-Owners may so direct by Special Resolution. No person dealing with the Operator

CGE169-CGE278-43352

will be required to enquire into the authority of the Operator to do any act, take any proceeding, make any decision or execute and deliver any instrument, deed, agreement or document for or on behalf or in the name of the Co-Owners.

Without limiting the generality of the foregoing provisions of this Section 6, but subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have the following specific powers and authorities without further authority or approval from the Co-Owners:

(a) to engage such professional advisers and consultants as the Operator considers advisable in order to perform its duties hereunder;

(b) to open and operate one or more bank accounts in its name, as agent for the Co-Owners in respect of the Property with a Canadian chartered bank or trust company, into which the Operator may deposit all rentals, if any, and other income earned from the Property (if any) (which for greater certainty shall not include the Concept Planning Fund), and out of which account(s) all expenses properly relating to the Property shall be paid, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of such funds to cover all such expenses;

(c) to execute, deliver and carry out all other agreements which require execution by or on behalf of the Co-Owners with respect to the Property, including without limitation, any agreements required by any governmental or statutory authority having jurisdiction over or with respect to the Property, development agreements, site plan agreements, cost sharing agreements, easements and rights of way;

(d) to enter into lease and/or tenancy arrangements in respect of the Property or any part thereof and to collect all rentals and other income therefrom, if any, provided that nothing herein shall constitute a guarantee by the Operator of the payment of any rent by tenants;

(e) to pay all taxes, fees and other expenses relating to the orderly maintenance and management of the Property out of the Concept Planning Fund, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of funds to cover all such expenses;

(f) to commence or to defend on behalf of the Co-Owners, the Nominee, or itself, any and all actions and other proceedings pertaining to the Property or to the Co-Owners;

(g) to determine the amount and type of insurance coverage, if any, to be maintained in order to protect the Property and the Co-Owners from all usual perils of the type covered in respect of comparable properties and in order to comply with the requirements of any lenders of funds;

(h) to retain, employ and pay and discharge on behalf of the Co-Owners all servants, employees, advisors, consultants and/or contractors necessary to be retained for the management and operation of the Property, including, without limitation, for matters relating to its rezoning and development;

(i) to contract on behalf of the Co-Owners for water, gas, electricity and other utility services and commodities, including cable and telephone services necessary for the development, operation and maintenance of the Property; and

(j) to distribute the Net Income from the ownership, operation, use, financing, refinancing, and/or sale of the Property (if any) to each Co-Owner, proportionate to its respective Interest. For the purposes of this Agreement, "**Net Income**" shall mean the gross receipts (which, for greater certainty, shall not include the Concept Planning Fund) derived in any way from dealing with the Property, received by or on behalf of the Co-Owners from the ownership, operation, use, leasing, financing, refinancing, sale of, and/or development and/or any other dealing with of the Property, minus the aggregate of all proper expenses and charges incurred in connection therewith, calculated on an accrual basis, including:

(i) payment of principal and interest owing to mortgagees or other encumbrancers, or other lenders;

(ii) realty taxes, property tax assessments, charges or levies made by any duly constituted governmental or statutory authority, due and owing and secured by a right or apparent right to claim a lien or charge upon the Interests, or any of them, or the Property, and money due and owing from improvements to the Property secured by a lien or charge in favour of materialmen or workmen or trade contractors or other like persons or corporations upon the Interests, or any of them, or the Property;

(iii) all costs and expenses of any sale, financing or refinancing;

(iv) all development costs and expenses;

(v) all costs and expenses of operating, maintaining, leasing, managing, using, and/or developing the Property, and the costs and expenses of repair;

(vi) lighting, electricity and public utilities costs and expenses;

(vii) professional fees reasonably attributed to the Property, its operation, use, financing, refinancing, sale and/or development;

(viii) all other costs, expenses or disbursements which are properly attributable to the Property, except payments to the Co-Owners on account of capital or distribution of Net Income; and

(ix) reserves in such amount as deemed appropriate by the Operator from time to time, including without limitation for the purposes of replacement of major equipment, major renovations and repairs, leasehold improvements, marketing costs and any other reserves normally required for the prudent operation, use, financing, refinancing, sale and/or development of a like property.

Each Co-Owner shall have a proportionate beneficial interest in all of the gross cash receipts derived from the Property and shall be responsible for its proportionate share of the expenses and charges incurred in connection with the Property, in each case proportionate to its respective Interest. Each Co-Owner hereby irrevocably directs the Operator to pay its proportionate share of such expenses and charges out of its proportionate share of such gross cash receipts, as well as out of the Concept Planning Fund.

Each Co-Owner hereby confirms and acknowledges that neither the Operator nor any of its officers, directors, employees, advisors, consultants, agents or representatives has made any warranty or representation, or given any advice:

(k) as to or in respect of the tax treatment of the purchase, disposition or holding of the Interest by a Co-Owner; or

(l) as to the timing of the rezoning or sale or development of the Property or the returns attainable by the Co-Owners upon a sale or lease of or other dealing with the Property.

Each Co-Owners acknowledges that he has been advised to seek his own independent legal and tax counsel prior to entering into a Sale and Purchase Agreement and this Agreement.

7. AUTHORITY TO WITHHOLD

The Operator is authorized to withhold any amounts required to be withheld from any distribution or other payment to a Co-Owner pursuant to the provisions of the *Income Tax Act* and to make payment of any such amount on behalf of a Co-Owner to the CRA, on account of taxes as may be required by law.

8. POWERS EXERCISABLE BY ORDINARY RESOLUTION

Notwithstanding anything to the contrary contained in this Agreement, the following powers shall only be exercisable by the Operator after an Ordinary Resolution is passed by the Co-Owners:

(a) approving the sale or exchange of all or any part of the Property (other than the sale of Interests by the Operator pursuant to Sale and Purchase Agreements);

(b) approving a proposal or plan to develop the Property;

(c) subject to Section 17, consenting to the amendment of this Agreement, provided that, no amendment to this Agreement shall impose or increase any financial or other obligations upon any of the Nominee of the Operator, or in any way adversely affect the Nominee or the Operator, without the prior written approval of the Nominee or the Operator, as the case may be;

(d) approving or ratifying the making of an Additional Advance by the Operator, in accordance with Section 18; or

(e) requiring that the financial statements for the Property be audited.

Other than a matter which under the terms of this Agreement requires a Special Resolution, the Operator may at any time and from time to time by notice in writing to all Co-Owners substantially in the form annexed hereto as Schedule "2" (the "**Notice Requisitioning an Ordinary Resolution**") request the Co-Owners to consider and approve any matter relating to the Property not requiring a Special Resolution. The Notice Requisitioning an Ordinary Resolution shall specify with reasonable detail the matter to be approved by the Co-Owners.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution. If the Operator fails to deliver such Notice Requisitioning an Ordinary Resolution within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or a group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the

Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution which the Operator failed to deliver within the time provided in this Section 8 for the Operator to do so.

9. POWERS EXERCISABLE BY SPECIAL RESOLUTION

The following powers shall only be exercisable by Special Resolution passed by the Co-Owners:

(a) terminating the appointment of the Operator and appointing a new Operator from time to time, in accordance with the provisions of Section 10;

(b) instituting or continuing an action or suit against the Operator for damages based upon the fraud or gross negligence of the Operator in the performance of its obligations under this Agreement;

(c) requiring the Operator to remove the incumbent independent firm of chartered accountants qualified in Canada appointed pursuant to Section 16 and requiring the Operator to appoint a replacement; or

(d) apppointing a replacement for the Nominee in the event that the Nominee should be wound up or dissolved or be declared a bankrupt, such replacement to hold legal title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Operator if it retains any Retained Interest.)

10. CONTROL AND AUTHORITY VESTS WITH CO-OWNERS

The Co-Owners may by Special Resolution terminate and remove the Operator (in its capacity as Operator and not as a Co-Owner)and appoint a new Operator in its place and stead. Such new Operator shall be bound by all of the terms of this Agreement and shall execute an agreement confirming that it is bound under this Agreement as if it was an original signatory thereto.

Upon termination, the Operator terminated shall forthwith upon request of the person designated in the Special Resolution as the replacement Operator (the "**Designated Person**") do the following:

(a) deliver all agreements, documents, instruments, books and records and writings relating to the Property in its possession to the Designated Person, including, without limitation, the Co-Owners Record;

(b) execute and deliver such consents, acknowledgements and assignments pertaining to the Property and any Planning Activities as the Designated Person may require;

(c) cause its representatives on the board of directors of the Nominee to execute resignations as directors and officers forthwith after being required to do so by the Designated Person, provided the Nominee shall continue to indemnify such directors and officers in accordance with its by-laws in existence at the date hereof;

(d) execute and deliver a release in form and content satisfactory to the Designated Person, acting reasonably, releasing the Nominee and the Co-Owners from any liability, provided that: (i) the release by the Operator shall not release the Co-Owners from their obligation to continue to indemnify the Operator pursuant to Section 21 hereof; and (ii) the

CGE169-CGE278-43352

Operator receives a release in form and content satisfactory to the Operator, acting reasonably, executed by the Nominee and by the Designated Person for and on behalf of itself and each of the Co-Owners, releasing the Operator from any liability, and the Co-Owners expressly acknowledge and agree that the Designated Person shall have the power and authority to deliver such release, without any further approval or authorization required from the Co-Owners;

(e) do all things necessary and execute all necessary documents to effect the change of shareholders of the Nominee as directed by the Designated Person; and

(f) otherwise co-operate and assist to carrying out and giving effect to each of the actions set out in Section 10(a), (b), (c), (d) and (e) above.

The Operator may at any time and from time to time by notice in writing, substantially in the form annexed hereto as Schedule "3" (the "**Notice Requisitioning a Special Resolution**") to all Co-Owners, request the Co-Owners to consider and approve any matter relating to the Property requiring a Special Resolution pursuant to the terms of this Agreement. The Notice Requisitioning a Special Resolution shall specify with reasonable detail the matter to be considered and approved by Special Resolution.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning a Special Resolution with respect to any matter relating to the Property, including any matter requiring a Special Resolution pursuant to this Agreement. If the Operator fails to deliver such Notice Requisitioning a Special Meeting within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the Notice Requisitioning a Special Resolution which the Operator failed to deliver within the time provided in this Section 10 for the Operator to do so.

11. CO-OWNERS RECORD AND TRANSFERS OF INTEREST

The Operator shall record and at all times maintain and keep up to date a record of the names, addresses and other contact information for the Co-Owners, and the Interest held by each of the Co-Owners as well as particulars of any Transfer of Interests (collectively, the "**Co-Owners Record**").

No Co-Owner shall sell, transfer, assign, mortgage, pledge, grant a security interest or otherwise encumber or dispose of its Interest in the Property (each, a "**Transfer**"), except in compliance with any applicable requirements of the *Securities Act* (Ontario) and any other applicable legislation and otherwise in accordance with the provisions of this Agreement, if and to the extent required.

A Co-Owner may Transfer an Interest or part thereof provided that such Co-Owner complies and satisfies each of the following conditions:

(a) the transferor first delivers to the Operator an original or notarial copy of the executed document or instrument effecting the Transfer which shall be in such form as may be acceptable to the Operator, acting reasonably;

(b) the transferee agrees in writing and in such form as may be acceptable to the Operator, to be bound by the terms of this Agreement and upon completion of the Transfer to

assume the obligations of the transferor under this Agreement in respect of the Interest subject to the Transfer;

(c) the transferor delivers or causes to be delivered to the Operator a direction addressed to both the Nominee and the Operator, in form and substance satisfactory to the Operator and the Nominee, directing the Nominee to execute and deliver a Declaration of Trust for the Interest subject to the Transfer in favour of the transferee;

(d) the transferee pays such costs, expenses and disbursements, including legal fees, as are reasonably incurred by the Operator by reason of the Transfer;

(e) the transferee pays all applicable HST pursuant to the *Excise Tax Act*, and all applicable LTT pursuant to the *Land Transfer Tax Act*, and makes or causes to be made any and all necessary filings, payments and remittances within the time periods required therefor under the provisions of the *Excise Tax Act* and the *Land Transfer Tax Act* and the respective regulations thereunder;

(f) the transferor either provides the transferee with evidence reasonably satisfactory to the transferee that the transferring Co-Owner is not then a "non-resident" of Canada within the meaning of the *Income Tax Act* or provide the transferee with a certificate pursuant to subsection 116(2) of the *Income Tax Act* with a certificate limit in an amount not less than the purchase price for the Interest subject to the Transfer; provided that if such evidence or certificate is not forthcoming, the transferee shall be entitled to make the payment of tax required under section 116 of the *Income Tax Act* and to deduct such payment from the purchase price for the Interest subject to the Transfer;

(g) the transferee executes and delivers to the Operator a counterpart of the Agreement; and

(h) the transferor provides such other documents, agreements, acknowledgements and confirmations as may be required by the Operator or by law (including compliance by the transferring Co-Owner with the provisions of the *Securities Act* (Ontario) if and to the extent applicable).

When a transferee of an Interest is entitled to become a Co-Owner pursuant to the provisions hereof, the Operator will:

(i) record a Transfer of the Interest; and

(j) forward a Declaration of Trust to the transferee in respect of the Interest so transferred.

For the avoidance of doubt, a Transfer by Co-Owner may include a transfer into trust, in which case the terms "sale and purchase agreement", "Purchaser", "purchase", "purchased", and "sale", wherever such terms appear in this Agreement, shall be read so as to recognize that such Transfer is not a purchase and sale transaction between a Co-Owner and a purchaser but a transaction in the nature of a transfer into trust by the transferring Co-Owner to a trustee. Nothing in this Section 11 shall be construed to affect the provisions of Section 12 of this Agreement.

12. OPERATOR NOT BOUND TO SEE TO TRUST OR EQUITY

Other than pursuant to the terms of the Declaration of Trust, the Operator shall not be bound to see to the execution of any trust, express, implied or constructive, or any charge, pledge or equity to which any Interest is subject, or to ascertain or inquire whether any sale or transfer of any such Interest by any Co-Owner or by his personal representatives is authorized by such trust, charge, pledge or equity, or to recognize any person having any interest therein except for the person or persons recorded by the Operator as the Co-Owner.

13. INCAPACITY, DEATH, INSOLVENCY OR BANKRUPTCY

Where a person becomes entitled to an Interest by incapacity, death, insolvency or bankruptcy of a Co-Owner or otherwise by operation of law, in addition to the requirements of Section 11 hereof, that person will not be recorded as or become a Co-Owner until:

(a) he produces evidence satisfactory to the Operator of such entitlement; and

(b) he has delivered such other evidence, approvals and consents in respect of such entitlement as the Operator may require and as may be required by applicable law or by this Agreement.

14. DECLARATIONS OF TRUST

A separate Declaration of Trust shall be executed and delivered by the Nominee to each Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of a Co-Owner to the extent of the Co-Owner's Interest. Provided that the Transfer of an Interest has been effected in accordance with the provisions of Section 11 of this Agreement, a separate Declaration of Trust shall be executed and delivered by the Nominee to each transferee Co-Owner of an Interest from a transferring Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of the transferee Co-Owner to the extent of such Co-Owner's Interest.

15. LOST DECLARATIONS OF TRUST

Where a Co-Owner by notice in writing advises the Operator that the Declaration of Trust with respect to such Co-Owner's Interest has been defaced, lost or destroyed or wrongly taken, the Operator may cause a new Declaration of Trust to be issued, provided that the Co-Owner files with the Operator an indemnity in such form as is satisfactory to the Operator to indemnify the Operator, the Nominee and the other Co-Owners from any loss, cost, liability or damages that it or they may incur or suffer by complying with the request to issue a new Declaration of Trust, and provided further that the Co-Owner satisfies all other reasonable requirements of the Operator, including delivery of a form of proof of loss.

16. BOOKS AND RECORDS AND FINANCIAL REPORTS

The Operator will keep or cause to be kept on behalf of the Co-Owners at the Operator's principal place of business in Ontario:

(a) full and accurate books of account and records of all financial transactions relating to the Property including, without limitations, the receipts and expenditures relating to the Property and the Concept Planning Fund;

(b) the Co-Owners Record setting out the name and address of each Co-Owner; and

(c) copies this Agreement and all counterparts.

At any time upon 10 Business Days written notice to the Operator a Co-Owner may request the Operator to examine any of the documents noted in clauses (a) and (b) above at the office of the Operator and may take copies thereof provided that such requesting Co-Owner pays the reasonable cost to the Operator for making such copies, provided further that any such requesting Co-Owner shall have first provided an affidavit and undertaking, in form and substance satisfactory to the Operator, acting reasonably, duly sworn before a notary public or other individual authorized to administer oaths in the jurisdiction of residence of the

Purchaser, stating: (aa) the name and address of such requesting Co-Owner, and that the Co-Owner is a Co-Owner; (bb) that the Co-Owners Record shall not be used by the requesting Co-Owner or any other person except in connection with a *bona fide* effort to influence the voting by Co-Owners on an Ordinary Resolution or a Special Resolution; (ccc) that the information so provided is subject to applicable privacy rules and regulations; (ddd) that none of the information provided pursuant to clause (a) above shall be disclosed by or on behalf of the requesting Co-Owner to any person who is not a Co-Owner, that such information is proprietary to the Operator and the Co-Owners, and that its disclosure could cause irreparable harm to the other Co-Owners and the Operator; (eee) that the requesting Co-Owner will not, directly or indirectly, offer for sale or purchase, or otherwise traffic in, a list or copy of a list of the Co-Owners or any information contained in the Co-Owners Record; (fff) the requesting Co-Owner acknowledges and agrees that in the event of a breach of any of the covenants, provisions and restrictions in affidavit, the Co-Owners' and Operator's remedy in the form of monetary damages may be inadequate and that the Operator, for itself and on behalf of the other Co-Owners, shall be authorized and entitled, in addition to all other rights and remedies available to it and them, to apply for and obtain from any court of competent jurisdiction interim and permanent injunctive relief and an accounting of all profits and benefits arising out of such breach; and (ggg) that the requesting Co-Owner shall indemnify and hold harmless the Operator and the Nominee and the other Co-Owners from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee or the other Co-Owners by reason of any breach by such requesting Co-Owner of any of the covenants, provisions and restrictions contained in the affidavit.

The Operator shall provide or cause to be provided to each Co-Owner not later than 120 days after the end of each calendar year, financial statements showing the financial results for the Property for such calendar year. The Operator shall retain, at the expense of the Co-Owners, an independent firm of chartered accountants qualified in Canada to prepare such financial statements. Such financial statements shall contain a balance sheet, and a statement of cash flows and shall be prepared in accordance with Canadian accounting standards for private enterprises ("**ASPE**") applicable to the real estate industry in Canada and applied on a consistent basis from year to year. The financial statements shall not be required to be audited unless the Co-Owners by Ordinary Resolution require audited financial statements. For greater certainty, the funds in the Concept Planning Fund are hereby recognized as being the funds of the Operator, not of the Co-Owners.

17. AMENDMENT OF AGREEMENT

This Agreement may be amended in writing on the initiative of the Operator with the consent of the Co-Owners given by Ordinary Resolution. Notwithstanding the foregoing, the Operator may, without any prior notice to or consent from the Co-Owners amend any provision of this Agreement from time to time:

(a) to cure an ambiguity or to correct or supplement any provision contained herein which, in the reasonable opinion of the Operator, may be defective or inconsistent with any other provision contained herein, and with respect to which the cure, correction or supplemental provision does not and will not adversely affect the Interests of the Co-Owners; or

(b) to make such other provisions in regard to matters or issues relating to or arising under this Agreement which, in the reasonable opinion of the Operator, do not and will not adversely affect the Interests of the Co-Owners.

The Operator agrees to inform the Co-Owners by written notice within 60 days following the effective date of an amendment to this Agreement and provide copies of the amending agreement within the said 60 days.

18. PLANNING ACTIVITIES AND CONCEPT PLANNING FUND

As agent for the Vendor, the Operator shall deposit an amount equivalent to the Concept Planning Fund Contribution (as such term is defined in each Sale and Purchase Agreement) received by the Vendor under every completed Sale and Purchase Agreement into a single, segregated account (the "**Concept Planning Fund**") to be in the name of the Operator and to be used by the Operator solely for the purpose of paying the costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities, and those costs and expenses enumerated in Section 6(j) of this Agreement.

The Concept Planning Fund is intended to be a deposit account. Each Co-Owner's respective proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Co-Owner following completion of the sale of the Property. Each Co-Owner's share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of this Agreement) will be paid by the Co-Owner and deducted from his proportionate share of any sale proceeds receivable by him, if and when the Property is sold or otherwise disposed of. Each Co-Owner hereby irrevocably authorizes and directs the Operator to withhold from his proportionate share of any amounts otherwise receivable by it under this Agreement the amount of any such shortfall, and to pay such amount to the Operator.

The Operator shall keep proper and accurate records and details of all expenses paid out of the Concept Planning Fund, and at the request of the Vendor, provide access to the Vendor's representatives to such records and details of expenses to permit the Vendor to satisfy itself that such expenses were paid in accordance with the provisions of this Agreement.

The Operator shall prepare, perform and take or cause to be prepared, performed and taken all Planning Activities as it determines in its reasonable discretion are necessary for and on behalf of the Co-Owners including, without limitation, the following:

(a) surveys and concept plans in connection with the rezoning of the Property;

(b) in the reasonble discretion of the Operator, engage all consultants and professionals including, without limitation, legal counsel with respect to rezoning of the Property or any other Planning Activities;

(c) enter into or request the Nominee to enter into and deliver any documents, consent, acknowledgements or agreements including, without limitation, easements, rights in the nature of an easement, transfers, undertakings, applications, appeals and/or any other similar or related agreements or documents which may be required in the reasonable discretion of the Operator in connection with the Planning Activities;

(d) pay for all costs and expenses associated with Planning Activities, municipal property taxes and the cost of maintaining the Property, out of the Concept Planning Fund, and if insufficient, out of additional funds provided by the Co-Owners; and

(e) keep detailed records and accounts for or pertaining to the Planning Activities.

If the amount set aside in the Concept Planning Fund is not sufficient to defray all costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities and those costs and expenses enumerated in Section 6(j) of this Agreement, the Operator, in the exercise of its absolute discretion, and without the approval of the Co-Owners, may advance to the Co-Owners an amount or amounts on account of such shortfall to a maximum of 5% of the aggregate purchase prices paid by all Co-Owners for their respective Interests(collectively, the "**Initial Advance**"). The Initial Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance made to the Co-Owners out of the proceeds of the sale of the Property.

If the cost of Planning Activities exceeds the combination of the Concept Planning Fund and the Initial Advance, the Operator, as it deems necessary in the exercise of its absolute discretion but subject to the approval of the Co-Owners by way of an Ordinary Resolution, may advance to the Co-Owners additional amounts as may be required for such purposes (collectively, the "**Additional Advance**"). The Additional Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, after repayment of the Initial Advance, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance and the Additional Advance made to the Co-Owners out of the proceeds of the sale of the Property.

19. SALE OF THE PROPERTY

Any offer to purchase the Property received by the Operator or the Nominee, which the Operator deems acceptable (the "**Offer**") shall be presented to all of the Co-Owners for consideration and if approved by an Ordinary Resolution such Offer shall be accepted by the Nominee and such acceptance shall be binding upon all of the Co-Owners. Any sale of the Property by the Nominee resulting from an Offer the acceptance of which was approved by an Ordinary Resolution of the Co-Owners shall be deemed to include the sale by the Co-Owners of the Interests.

The Co-Owners hereby agree that Operator shall have the right, exercisable by notice in writing to the Co-Owners within 30 days after the Co-Owners have passed an Ordinary Resolution to accept the Offer, to purchase the Property at the same price and on the same terms and conditions as are contained in the Offer approved by Ordinary Resolution of the Co-Owners.

If the Operator fails to provide the notice exercising its right to purchase the Property on the same terms and conditions as are contained in the Offer within the said 30 days, then the Nominee shall accept the Offer and complete the transaction with the party that made the Offer the acceptance of which was approved by Ordinary Resolution of the Co-Owners.

20. HST AND LTT

Each of the Co-Owners hereby authorizes the Operator to make any and all filings, payments and/or remittances for HST with respect to the purchase by each Co-Owner of his respective Interest and any other payments of HST applicable to the services provided to the Nominee or in respect of the Property or the Interest of a Co-Owner.

Each Co-Owners hereby authorizes the Operator to carry out any HST reporting or filing obligations that are required in respect of the Interests or the Property. Such authority shall

CGE169-CGE278-43352

include the execution of any documents that have to be or which may be advisable to be executed under the *Excise Tax Act*. The Operator shall to the extent required under the *Excise Tax Act* make and satisfy all filing and reporting obligations of a Co-Owner with respect to the Interest of the Co-Owner and shall provide each Co-Owner with copies of such filings and reports.

Each of the Co-Owners hereby authorizes the Operator to make any and all filings payments and/or remittances, from funds provided by the Co-Owner, relating to LTT arising from the purchase by each Co-Owner from the Vendor of his respective Interest in the Property. For greater certainty, each of the Co-Owners hereby authorizes the Operator on behalf of the Co-Owner and with the Co-Owner's funds to make any and all payments, remittances and filings under the provisions of the *Land Transfer Tax Act* relating to LTT and within the time period required therefor under the *Land Transfer Tax Act*, arising from the acquisition and/or ownership of the Interest. The Operator shall provide each Co-Owner with copies of such filings and evidence of the payments and remittances upon the written request of a Co-Owner.

21. POWER OF ATTORNEY

Each Co-Owner hereby nominates, constitutes and appoints each of the Operator and the Nominee, acting alone or together, with full power of substitution, as his true and lawful attorney and agent with full power and authority in his name, place and stead, for his use and benefit, to do the following, as fully and effectually as the Co-Owner could do if personally performed including, without limitation:

(a) execute and deliver all such documents or instruments on behalf of and in the name of the Co-Owners, or any of them, as may be deemed necessary by the Operator to carry out fully the provisions of this Agreement in accordance with its terms;

(b) execute, swear to, acknowledge, deliver, file and/or remit to or with the Ministry of Finance (Ontario) pursuant to the *Land Transfer Tax Act*, as amended, all necessary returns and payment or remittances in connection with the acquisition by the Co-Owners of their respective Interests in the Property;

(c) execute, acknowledge, deliver and file and/or remit to or with the CRA, all necessary instruments, declarations, certificates and other documents, and remittances relating to HST;

(d) execute, acknowledge, deliver and file as and where required any election made pursuant to subsection 273(1) of the *Excise Tax Act* as contemplated in each Purchase Agreement;

(e) execute and deliver all conveyances, agreements, documents and other instruments pertaining to the sale, development, redevelopment, financing, refinancing or leasing of the Property as the Operator determines in its sole discretion is in the best interests of the Co-Owners, and as permitted by this Agreement or authorized by Ordinary Resolution or Special Resolution of the Co-Owners; and

(f) execute, acknowledge, deliver and file any and all CRA non-resident personal income tax returns.

Each Co-Owner acknowledges and confirms that the power of attorney granted herein is made pursuant to the *Powers of Attorney Act* (Ontario) and is a power coupled with an interest, will survive the death, disability or other legal incapacity of the Co-Owner and will survive the assignment (to the extent of the Co-Owner's obligations hereunder) by the Co-Owner of the whole or any part of his Interest and extends to the heirs, executors, administrators, successors

and assigns of the Co-Owner and may be exercised by the Operator or the Nominee, acting alone or together, executing on behalf of the Co-Owners, or any of them, any instrument, by listing all of the Co-Owners to be bound by such instrument with a single signature as attorney and agent for all of them, or otherwise. Each of the Co-Owners agrees to be bound by any representations and actions made or taken in good faith and in accordance with the terms of this Agreement by the Nominee and/or the Operator pursuant to such power of attorney in accordance with the terms hereof and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the Nominee or the Operator taken in good faith under such power of attorney. The Operator shall, at the written request of a Co-Owner, provide such Co-Owner with copies of any of the documents or instruments executed, sworn, delivered, acknowledged or remitted by the Operator for and on behalf of that Co-Owner only under the power of attorney provided for in this Section 21.

22. INDEMNIFICATION

Each of the Co-Owners hereby agrees, severally and not jointly or jointly and severally, to indemnify and hold harmless the Operator and the Nominee from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee, or by any one or more attorneys appointed by it or them under the power to substitute pursuant to the power of attorney provision contained in Section 21 above, by reason of acts, omissions or alleged acts or omissions arising out of the activities of the Operator or the Nominee on behalf of the Co-Owners or in furtherance of the Interests of the Co-Owners but only if the acts, omissions or the alleged acts or omissions in respect of which any actual or threatened action, proceeding or claim are based, were performed in good faith and in accordance with the Agreement.

23. VENDOR'S RIGHT TO RETAIN AN INTEREST

The Co-Owners acknowledge and agree that the Vendor has the right, but not the obligation, to retain an undivided beneficial Interest in the Property (a "**Retained Interest**"), to whatever extent it wishes, and the Vendor to the extent of any such Retained Interest shall for the purposes of this Agreement be a Co-Owner and be deemed to be bound by this Agreement. The Vendor may at any time and from time to time Transfer and assign all or any part of such Retained Interest to any person or persons it deems appropriate and upon such Transfer or assignment, the assignee or transferee thereof shall execute a counterpart of this Agreement and shall be a Co-Owner to the extent of the Retained Interest so transferred or assigned.

24. COMPETING INTERESTS

Each of the Co-Owners and the Operator is entitled, without the consent of any of the others of them, to own property and to carry on any business or activity whatsoever, whether of the same or different nature as that owned by or carried on by any of them, and whether or not in competition with the Interests, the Property or any activity carried on by any of them, and neither any Co-Owner nor the Operator shall be liable to account to any of the other of them.

25. NOTICES

Any notice or communication required or permitted to be given to the Nominee, the Vendor, the Operator or the Co-Owners hereunder shall be in writing and shall be given by delivery or by mailing to same to be addressed as follows:

(a) To the Nominee, the Vendor or the Operator, at its respective mailing address provided in Section 4 above.

CGE169-CGE278-43352

(b) To each Co-Owner at his last address shown on the Co-Owners Record maintained by the Operator.

Any notice or communication delivered as aforesaid shall be in the English language but may be accompanied by an unofficial translation and shall be deemed to have been given to the addressee on the day of delivery, if delivered by courier or, if mailed as aforesaid, shall be deemed to have been given to the addressee on the 10th Business Day following the mailing of such notice, provided that, for such purposes, no day during which there shall be a strike or other occurrence which shall interfere with normal mail services shall be considered a Business Day. If delivery of any notice or communication is made via fax, delivery shall be deemed to have been made on the day following the sending of the fax unless such day is not a Business Day, in which case delivery shall be deemed to have been made on the next Business Day.

26. FURTHER ACTS

The parties hereto agree to execute and deliver such further and other documents and to perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

27. BINDING EFFECT

Subject to the restrictions on Transfers herein contained, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and permitted assigns.

28. SEVERABILITY

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts, by original or facsimile signature, with the same affect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same agreement.

30. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, in the Country of Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

31. DISPUTE RESOLUTION

Any disputes, claims, disagreements, differences, (including, without limitation, interpretation, performance and enforcement) (collectively the "**Dispute**") that may arise between the Co-Owners or any of them and/or the Operator and/or the Nominee relating in any manner to this Agreement, the Property, or the Interests or any of them, shall attempted to be resolved by mediation and if such mediation is not successful, then by arbitration.

Upon written demand of the Nominee, the Operator or the Co-Owners or any them and within 10 days after such demand, the parties shall attempt to appoint a mediator. If within such period of time they are unable to agree on a mediator, the Dispute shall be resolved by arbitration. If the parties to the Dispute are unable to agree upon a single arbitrator within 10 days after a demand has been made by any party to the Dispute to appoint a single arbitrator then, any party to the Dispute may apply, to a Justice of the Superior Court of Justice sitting in the City of Toronto, in the Province of Ontario, Canada for the appointment of an arbitrator.

The arbitration shall proceed in accordance with the provisions of the *Arbitration Act*, 1991 (Ontario) and any amendments or successor legislation thereto, which provisions shall apply *mutatis mutandis*. The arbitrator shall have the power to determine the procedure for the arbitration and to deliver his or her award notwithstanding the default by any party in respect of any procedural order made by the arbitrator.

The arbitrator shall proceed immediately to hear and determine the Dispute. The award of the arbitrator shall be made within 30 days after the appointment of the arbitrator, subject to any reasonable delay due to unforeseen circumstances. The award of the arbitrator shall be in writing and signed by the arbitrator, and shall be final and binding on the parties to the Dispute, not subject to any appeal, and the parties to the Dispute shall abide by the award and perform the terms and conditions thereof. The arbitration award shall deal with the costs of arbitration and all matters related thereto including the arbitrator's fees and expenses. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Unless otherwise mutually agreed, any mediation or arbitration of a Dispute shall take place in the Municipality of Metropolitan Toronto, in the Province of Ontario, in the Country of Canada.

32. NO INTENTION TO CREATE A PARTNERSHIP

The Co-Owners acknowledge, agree and declare that the entering into of this Agreement does not, and is not intended to, create a partnership, for any purpose. The Co-Owners further agree that nothing herein is to be construed as a limitation of the powers or rights of any Co-Owner to carry on its separate respective activities. Except for the Operator as contemplated in this Agreement, none of the Co-Owners shall have the right to bind any of the other Co-Owners, transact any business in any of the other Co-Owners names or on their behalf or incur any liability for or on behalf of any of the other Co-Owners. The Co-Owners agree that they shall each report their income or loss arising from the ownership of their Interests, for both accounting and income tax purposes, and to the applicable taxing authorities, as co-venture parties independent of one another, and not as partners in a partnership.

33. NO RIGHT TO PARTITION, ETC.

Each of the Co-Owners, by becoming a party to this Agreement, agrees and will be deemed to have agreed that he will not seek any remedy or right for the termination of this Agreement which would otherwise be available at law or in equity or for the termination of the co-ownership of the Property or which would otherwise be available pursuant to the *Partition Act*, R.S.O. 1980, c. 369,) and any amendments or successor legislation thereto, and each such Co-Owner shall be forever estopped from asserting otherwise and from seeking such remedy or right. In the event of any breach of the provisions of this Section 33 by a Co-Owner, the other Co-Owners and the Operator shall, in addition to all rights and remedies at law or in equity to which it is or they are otherwise entitled, be entitled to a decree or order

CGE169-CGE278-43352

perpetually restraining and enjoining such partition, application, action or other proceeding, and the first-mentioned Co-Owner shall not plead in defence thereto that there would be an adequate remedy at law, it being acknowledged by all the parties hereto that the injury and damages flowing from any such breach would be impossible to measure monetarily.

34. TIME

Time shall be of the essence of this Agreement.

35. REFERENCE DATE

This Agreement is dated for reference as of the 25TH day of September 2015.

IN WITNESS WHEREOF this Agreement is executed with effect as of the day and year first above written.

EXECUTED this 22ND day of AUGUST 2016 with effect as of the day and year first above written.

CO-OWNER

WITNESS

Chiaki Hayashi
SIGNATURE OF WITNESS

Signature of Witness

Print: **CHIAKI HAYASHI**

akiko Kobayashi
SIGNATURE OF CO-OWNER

Signature of Co-Owner

Print: **AKIKO KOBAYASHI**

CGE169-CGE278-43352

EXECUTED this 18TH day of NOVEMBER, 2016 with effect as of the day and year first above written.

CLEARVIEW GARDEN ESTATES INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

EXECUTED this 18TH day of NOVEMBER, 2016 with effect as of the day and year first above written.

TSI-CGE INTERNATIONAL CANADA INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

CGE CAPITAL MANAGEMENT INC.

EXECUTED this 18TH day of NOVEMBER, 2016 with effect as of the day and year first above written.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

SCHEDULE "1"

Legal Description of Property

Lands and premises located at 6237 27/28 Side Road Nottawasaga fronting on the South side of 27/28 Side Road Nottawasaga in the town of Clearview, in the province of Ontario, in the country of Canada and legally described as PT Lot 27 Con 3 Nottawasaga as in RO289265, Except 51R27930; S/T, RO130023; Clearview, PT Lot 27 Con 3 Nottawasaga, PT 1, 51R27930; Clearview, PT Lot 27 Con 3 Nottawasaga, PT 2, 51R27930; Clearview

CGE169-CGE278-43352

SCHEDULE "2"

NOTICE OF REQUISITION OF ORDINARY RESOLUTION

By Co-Owners

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____, 201_ .

Witness		**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: AKIKO KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. CGE169-CGE278

By Operator

NOTICE IS HEREBY GIVEN that the undersigned requests the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned signed to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____ , 201__.

CGE CAPITAL MANAGEMENT INC.

Per: _____

Name:
Title:
I have authority to bind the Corporation.

Appendix 1

FORM OF ORDINARY RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____ , 201__.

Witness		**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: AKIKO KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. CGE169-CGE278

Identification No. _____

SCHEDULE "3"

NOTICE OF REQUISITION OF SPECIAL RESOLUTION

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners to approve the Special Resolution attached hereto as Appendix I **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Special Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Special Resolution.

Dated the _____ day of _____, 201__.

Witness		**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: AKIKO KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. CGE169-CGE278

Identification No. _____

Appendix I

FORM OF SPECIAL RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____ , 201__.

Witness		**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: AKIKO KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. CGE169-CGE278

Identification No. _____

DECLARATION OF TRUST

Cert. No. CGE_JP_fe45e3227f3805b1314414203c4e5206

ID. 43352 UDI. CGE169-CGE278

Interest: 110/1075TH

This is to certify that AKIKO KOBAYASHI is the owner of an undivided beneficial 110/1075TH interest (the "Interest") representing a value of One Million One Hundred Thousand dollars of lawful money of Canada (C$1,100,000.00) in the real property located at 6237 27/28 Side Road Nottawasaga fronting on the South side of 27/28 Side Road Nottawasaga in the town of Clearview, in the province of Ontario, in the country of Canada and legally described as PT Lot 27 Con 3 Nottawasaga as in RO289265, Except 51R27930; S/T, RO130023; Clearview, PT Lot 27 Con 3 Nottawasaga, PT 1, 51R27930; Clearview, PT Lot 27 Con 3 Nottawasaga, PT 2, 51R27930; Clearview (the "Property") and that CLEARVIEW GARDEN ESTATES INC., as the registered holder of title to the Property, declares and acknowledges that it is holding title to the Property in trust for and on behalf of AKIKO KOBAYASHI, to the extent of the Interest.

Reference is made to the co-owners agreement (the "Agreement") dated for reference as of the 25TH day of September 2015 among the owner of the Interest named in the within Declaration of Trust, TSI-CGE INTERNATIONAL CANADA INC., CLEARVIEW GARDEN ESTATES INC., CGE CAPITAL MANAGEMENT INC. and all other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of the Agreement. The Agreement provides for certain rights and obligations of the owners of undivided beneficial interest in the Property.

This Declaration of Trust and the Interest represented hereby are not transferable by delivery but only by the registered holder hereof, or by his agent duly authorized in writing, upon compliance with the provisions of the Agreement, including delivery to TSI-CGE INTERNATIONAL CANADA INC. at its principal office in Mississauga, Ontario, of this Declaration of Trust together with a duly executed transfer of beneficial interest in the form required by TSI-CGE INTERNATIONAL CANADA INC.

IN WITNESS WHEREOF CLEARVIEW GARDEN ESTATES INC. and TSI-CGE INTERNATIONAL CANADA INC. have caused this Declaration of Trust to be signed by its duly authorized officers this 18TH day of NOVEMBER 2016.

CLEARVIEW GARDEN ESTATES INC.

Per: D. Carl

Name:
Title:
I/We have authority to bind the Corporation

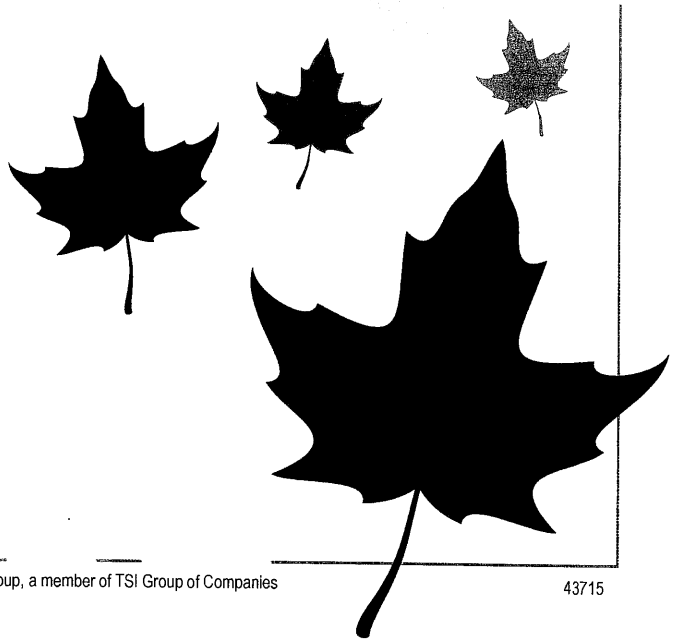
TSI-CGE INTERNATIONAL CANADA INC.

Per: D. Carl

Name:
Title:
I/We have authority to bind the Corporation

CLEARVIEW GARDEN ESTATES INC.

AKIKO KOBAYASHI



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UNIT IDENTIFICATION NO. CGE519-CGE588

AGREEMENT OF SALE AND PURCHASE dated the 23RD day of APRIL, 2021.

BETWEEN

AKIKO KOBAYASHI,

Identification:DRIVER'S LICENSE (527730357761)

Address: 413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Phone Number: 81-776-27-5321

(hereinafter referred to as the "**Purchaser**")

-and-

TSI-CGE INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario,

(hereinafter referred to as the "**Vendor**");

-and-

CLEARVIEW GARDEN ESTATES INC.,
a corporation incorporated under the laws of the Province of Ontario

(hereinafter referred to as the "**Nominee**")

WHEREAS:

A. The Vendor is the beneficial owner of an undivided interest in a parcel of land described in Schedule "B" annexed to this Agreement (the "**Property**") and title to which Property is registered in the name of the Nominee.

B. The Vendor is engaged in the business of land banking, the prime focus of which is to locate and purchase raw land and to endeavour to rezone the land through the applicable land development process to an approved use determined by the Vendor to be suitable and appropriate in all of the circumstances, and to thereby enhance the value of the land.

C. The Purchaser acknowledges that rezoning of the Property is uncertain and may take many years to achieve, often six years or longer, and that there can be no assurance that rezoning will be obtained, or if obtained, to permit for such use or uses as were requested and/or otherwise on terms and conditions that are satisfactory.

D. The Vendor may from time to time sell undivided beneficial interests in the Property to various purchasers.

E. The Purchaser acknowledges that real estate investments are generally subject to various risks, including a lack of liquidity, the highly competitive nature of the real estate industry, changes in general economic conditions (such as the availability and cost of mortgage funds), conditions of supply and demand for any particular type of real estate in the particular area, government regulations and changes thereto (including uncertainties and delays in zoning, subdivision and development regulatory approval processes, taxation of

property and environmental legislation), changes in governments and the political environment in the jurisdiction where the real estate is located, and sensitivity to interest rates, among other factors.

F. The Purchaser acknowledges having had the opportunity to review this Agreement and its schedules with its advisors and to conduct such due diligence investigations as the Purchaser deemed appropriate with respect to all matters pertaining to the Property and to the Vendor.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. SALE OF UNDIVIDED BENEFICIAL INTEREST IN LAND

1.1 The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser a 70/1075TH undivided beneficial interest in the Property (the "**Purchaser's Land Interest**").

1.2 The Purchaser's Land Interest will be identified by the following designated identification number: CGE519-CGE588

2. . PURCHASE PRICE

2.1 The Purchaser shall pay the aggregate sum of Ten Thousand Dollars of lawful money of Canada (C$10,000.00) for each 1/1075TH undivided beneficial interest in the Property upon execution of this Sale and Purchase Agreement, of which NINE THOUSAND THREE HUNDRED DOLLARS ONLY (C$9,300.00) of lawful money of Canada will be paid on account of the purchase price for such interest, and SEVEN HUNDRED DOLLARS ONLY (C$700.00) of lawful money of Canada will be paid into a segregated account known as the "Concept Planning Fund" (the "**Concept Planning Fund**") to be used to defray costs, expenses and fees to be incurred in connection with the Property, as more particularly hereinafter described and as described in the Co-Owners Agreement (as such term is hereinafter defined).

2.2 The Purchaser hereby agrees to purchase the Purchaser's Land Interest for a total purchase price of SIX HUNDRED FIFTY-ONE THOUSAND DOLLARS ONLY of lawful money of Canada (C$651,000.00) (the "**Purchase Price**"), and to pay the amount of FORTY-NINE THOUSAND DOLLARS ONLY of lawful money of Canada (C$49,000.00) into the Concept Planning Fund (the "**Concept Planning Fund Contribution**"). All references in this Agreement to payments of money being made shall mean lawful money of Canada.

2.3 The Purchase Price excludes applicable harmonized sales tax (the "**HST**") pursuant to the *Excise Tax Act*, R.S.C. 1985, c E-15, as amended (the "**ETA**") and the Purchaser agrees to pay the HST in addition to the Purchase Price and the Concept Planning Fund Contribution, unless the Purchaser has obtained and inserted (or instructed to be inserted) its HST registration number set forth below on the signing page of this Agreement, below its signature, prior to acceptance of this Agreement by the Vendor, in which case the Purchaser hereby represents and warrants that it is a registrant for HST purposes under the provisions of the ETA, under such registration number.

2.4 Included in the Purchase Price and the Concept Planning Fund Contribution, the Purchaser shall be responsible for the payment of land transfer tax ("**LTT**") under

the *Land Transfer Act*, R.S.O., c L.6. as amended (the "**LTTA**"), in the amount of TEN THOUSAND TWO HUNDRED SIXTY-NINE DOLLARS AND SIXTY-ONE CENTS of lawful money of Canada (C$10,269.61).

2.5 The Purchaser covenants to pay, make and submit all necessary payments, filings and remittances within the time periods required therefor under the provisions of the ETA, if applicable, and the LTTA, and the regulations thereunder. The Purchaser hereby authorizes the Vendor on behalf of the Purchaser and with the Purchaser's funds, to make any and all payments, filings and remittances within the time periods required therefore under the provisions of the ETA relating to HST, if applicable, and under the provisions of the LTTA relating to LTT required to be made by the Purchaser arising from its acquisition of the Purchaser's Land Interest. While the Vendor agrees to assist the Purchaser in submitting such payments, remittances and filings, for greater certainty, nothing herein contained shall oblige the Vendor to make any payments or remittances from its own resources or funds and all such payments and remittances and filings shall be the Purchaser's obligation.

2.6 Funds in the Concept Planning Fund shall be applied towards defraying future costs of every nature and kind related to the Property, including property management costs, costs, fees, and services incurred in connection with planning activities, development submissions, subdivision applications, operational costs and all other activities and matters concerning or related to the Property, as determined by the Operator (as such term is defined in the Co-Owners Agreement) which would be incurred by or on behalf of the Purchaser as a Co-Owner. The Concept Planning Fund is intended to be a deposit account. The Purchaser's proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Purchaser following completion of the sale of the Property. The Purchaser's proportionate share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of the Co-Owners Agreement) will be paid by the Purchaser (in its capacity as a Co-Owner) and deducted from its proportionate share of any sale proceeds receivable by it, if and when the Property is sold or otherwise disposed of.

3. PAYMENT OF THE PURCHASE PRICE

3.1 The Purchaser hereby agrees that the Purchase Price, the Concept Planning Fund Contribution, and all other amounts due and payable hereunder, shall be paid to the Vendor on the Closing Date (as hereinafter defined). Following the Closing Date, the Vendor shall deliver the Concept Planning Fund Contribution to the Operator for deposit into the Concept Planning Fund.

3.2 All payments of the Purchase Price, the Concept Planning Fund Contribution, and such other amounts shall be made through the appointed agent (the "**Vendor's Agent**"), the Vendor's authorised agent and representative in the jurisdiction of residence of the Purchaser, and the Vendor hereby directs the Purchaser to make all such payments to the Vendor's Agent, who is authorised by the Vendor to acknowledge receipt of the Purchase Price and other amounts paid hereunder.

4. CLOSING DATE, DELIVERIES, COSTS, NON-MERGER

4.1 The date on which this Agreement is signed by the Purchaser and is accepted and signed by the Vendor and the Nominee shall be the "**Closing Date**". On the Closing Date, in addition to delivering the Purchase Price and this Agreement, the Purchaser agrees to deliver to the Vendor's Agent a copy of the Co-Owners Agreement signed by the Purchaser.

CGE519-CGE588-43715

4.2 Within ninety (90) days after the Closing Date, the Vendor agrees to deliver to the Purchaser the following documents (the "**Closing Documents**"):

(a) this Agreement, duly executed by the Vendor and the Nominee;

(b) a Declaration of Trust (as hereinafter defined), duly executed by the Nominee; and

(c) the Co-Owners Agreement (as hereinafter defined), duly executed by the Nominee and Operator (as therein defined).

4.3 The Vendor shall pay for the cost of drafting and/or settling the Closing Documents. The Vendor shall not be obligated to pay any other costs associated with the purchase of the Purchaser's Land Interest.

4.4 This Agreement shall be irrevocable by the Purchaser for a period of 120 days following its execution and delivery to the Vendor or the Vendor's Agent. This Agreement shall only become binding upon the Vendor and the Nominee following the Vendor and the Nominee having each accepted this Agreement as signified by its respective execution of this Agreement where indicated below.

4.5 All representations, warranties and covenants of the Purchaser as set out in this Agreement shall not merge upon closing but shall survive closing and the Closing Date.

5. VENDOR REPRESENTATIONS AND WARRANTIES

5.1 The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in completing the sale and purchase transaction contemplated in this Agreement:

(a) the Vendor is the beneficial owner of the Purchaser's Land Interest with good and marketable title thereto, subject to Section 6.1;

(b) registered title to the Property and beneficial title to the Purchaser's Land Interest shall be good and marketable and clear and free from all mortgages, charges and financial liens on the Closing Date;

(c) the Vendor has the right, power and authority to sell the Purchaser's Land Interest as contemplated in this Agreement;

(d) the Vendor is a corporation properly constituted and in good standing under the laws of the Province of Ontario and the laws of Canada applicable therein; and

(e) the Vendor is not now and on the Closing Date will not be a non-resident of Canada within the meaning of the *Income Tax Act* (Canada), R.S.C. 1985, c.1 (5th Supp.), as amended from time to time.

6. EASEMENTS, LIENS, REGISTERED AGREEMENTS

6.1 Other than any mortgage, charge or financial lien which the Vendor is required to discharge pursuant to this Agreement, registered title to the Property, and beneficial title to the Purchaser's Land Interest, shall be subject to all other liens and encumbrances registered

on title to the Property on the Closing Date or which may be registered against the title to the Property after the Closing Date, including those registered in connection with the rezoning or development process relating to the Property, and including, without limitation, agreements with the applicable municipality or region, agreements with public regulated utilities, easements for the supply of domestic utility or telephone services to the Property or properties which are adjacent to the Property, easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the Property or its proposed development, other registered restrictions or covenants that run with the lands, and the restrictions and reservations in the Crown patent.

7. PURCHASER(S)' REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 The Purchaser represents and warrants to and covenants in favour of the Vendor as follows:

(a) there are no liens, mortgages, judgements, executions or other encumbrances, related to or attaching to the Purchaser's Land Interest or any part thereof;

(b) the Purchaser shall keep the Purchaser's Land Interest and every part thereof free and clear of all liens, mortgages, other encumbrances, judgements or executions. The Purchaser warrants and represents that all such liens, mortgages, judgements, executions other encumbrances, if any, shall be discharged and removed forthwith at the Purchaser's sole cost and expense and the Purchaser shall hold harmless the Vendor and all other beneficial owners of undivided interests in the Property from time to time against any and all claims, liabilities, actions, cause of actions, charges, demands and costs, including solicitors fees in connection therewith; and

(c) the Purchaser will not register or cause to be registered this Agreement, the Co-Owners Agreement, notice of this Agreement, notice of the Co-Owners Agreement, notice of the Purchaser's Land Interest, or any caution against title to the Property and the Purchaser shall forthwith remove and discharge any such registration at its costs and expense, failing which the Vendor may do so at the cost and expense of the Purchaser.

7.2 The foregoing warranties, representations and covenants of the Purchaser shall not merge on closing but shall survive closing and the Closing Date.

8. PURCHASER(S)' PARTICULARS, NATURE OF VESTING OF BENEFICIAL TITLE

8.1 The Purchaser agrees and confirms that the personal information provided in Schedule "A" annexed hereto is true, accurate and complete and agrees to inform the Vendor in writing forthwith of any change in any of the information therein provided.

8.2 If there is more than one person that comprises the Purchaser, then the Purchaser's Land Interest will be held as joint tenants with right of survivorship unless the box below is initialled by the Purchaser in which case the Purchaser's Land Interest will be deemed to be held as tenants-in-common, in the percentages noted therein.

[ ] Purchaser elects to hold Purchaser's Land Interest as tenants- in -common and not as joint tenants, as follows: _____ as to ___%, _____ as to ____%.

9. PRESENT STATE AND CONDITION OF PROPERTY

9.1 The Purchaser hereby agrees that the purchase of the Purchaser's Land Interest is on an "as is, where is basis" with no representations or warranties whatsoever made by the Vendor, other than as expressly set out in this Agreement.

10. TITLE INSURANCE

10.1 The Nominee as registered owner of the Property obtained title insurance upon acquiring the Property (the "**Title Insurance Policy**") in such form and in such amount and with such stipulations, limitations and qualifications respecting coverage as it deemed appropriate.

11. NOMINEE AS BARE TRUSTEE; DECLARATION OF TRUST

11.1 The Purchaser acknowledges that the registered title to the Property is held by the Nominee, as nominee and bare trustee for the Vendor to the extent of its undivided beneficial interest in the Property, and as nominee and bare trustee for others to the extent of their respective undivided beneficial interests in the Property, and that on completion of the transaction herein contemplated the Nominee will hold the registered title to the Property to the extent of the Purchaser's Land Interest as nominee and bare trustee for the Purchaser and others to the extent of their respective undivided beneficial interests in the Property.

11.2 The mailing address of the Nominee for receiving notices shall be 14-30 Eglinton Avenue West, Box 133, Mississauga, Ontario, Canada L5R 0C1, provided that the Nominee may change its mailing address from time to time by giving notice in writing to that effect pursuant to the notice provisions contained in the Co-Owners Agreement.

11.3 The Nominee agrees to execute and deliver to the Purchaser a declaration of trust (the "**Declaration of Trust**") wherein it will confirm that, from and after the Closing Date, it is holding the title to the Property for and on behalf of the Purchaser, to the extent of the Purchaser's Land Interest, in the place and stead of the Vendor.

11.4 The Purchaser acknowledges that the registered title to the Property shall at all times be in the name of the Nominee.

12. NO RIGHT TO USE, OCCUPY OR ACCESS

12.1 The Purchaser agrees that it hereby waives all rights of use, occupation and rights of access to the Property, and any part thereof, in order to facilitate the future rezoning and ultimate subdivision and re-development of the Property, for the benefit of all Co-Owners. The provisions of this Section 12 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date.

13. CO-OWNERS AGREEMENT

13.1 The Purchaser agrees that concurrent with its execution and delivery of this Agreement, the Purchaser shall execute and deliver the agreement or a counterpart of the co-

owners agreement, a draft copy of which is annexed hereto as Schedule "C" (the "**Co-Owners Agreement**").

13.2 The Co-Owners Agreement shall govern, amongst other things, the following:

(a) the rights and obligations of the Purchaser, as owner and any other owners of undivided beneficial interests in the Property;

(b) any future sale, financing and/or development of the Property;

(c) procedures for consent and approvals by the Co-Owners (as such term is defined in the Co-Owners Agreement);

(d) appointing the Operator (as such term is defined in the Co-Owners Agreement) for and on behalf of the Co-Owners;

(e) the rights and obligations of the Operator of the Property;

(f) the obligation of the Nominee as registered holder of the title to the Property for an on behalf of the Co-Owners;

(g) the right to transfer or assign the Purchaser's Land Interest or any part thereof and the terms conditions to be satisfied with respect to any such assignment or transfer; and

(h) such other matters as are therein contained.

13.3 The Vendor shall not be obligated but shall have the right to retain an undivided beneficial interest in the Property to such extent as it may in its absolute discretion deem appropriate and thus be a co-owner thereof and with respect to such undivided beneficial interest it shall be subject to the terms of the Co-Owners Agreement and entitled to exercise the rights of a Co-Owner.

14. SUBDIVISION CONTROL PROVISIONS

14.1 The Vendor agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and this Agreement shall be effective to create an interest in the Property provided that the provisions of the *Planning Act* (Ontario) are complied with in connection with the transaction of sale and purchase of the Purchaser's Land Interest.

15. NO REPRESENTATIONS, WARRANTIES OR ADVICE

15.1 The Purchaser acknowledges that none of the Vendor, the Nominee, the Vendor's Agent nor anyone acting on its or their behalf has made any representations or warranties except as are expressly set forth in this Agreement or the Co-Owners Agreement, nor given any advice respecting the tax treatment relating to the purchase or disposition of the Purchaser's Land Interest or any part thereof or the Property, nor as to the timing of sale, rezoning or development of the Property nor with respect to any potential or anticipated profit to be derived or derivable from the Purchaser's Land Interest or the Property.

15.2 The Purchaser has been urged and advised to consult with the Purchaser's own respective advisors including legal and tax advisors, with respect to the purchase and other matters pertaining to the Property and the Purchaser's Land Interest and the Closing Documents.

16. SOURCE OF FUNDS

16.1 The Purchaser hereby represents, warrants, confirms and acknowledges that the source of the Purchaser's funds:

(a) are not derived directly or indirectly from any crime;

(b) are not linked directly or indirectly to any terrorists or against anti terrorist laws;

(c) are not embargoed funds; and

(d) are not obtained in violation of any laws or seeking to escape or avoid any tax laws;

16.2 The Purchaser covenants that all payments and remittances shall strictly comply , at its own expense, with all regulatory or exchange control provisions in force on the Closing Date and applicable to this Agreement.

16.3 The provisions of this Section 16 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date

17. NOTICES

17.1 All notices required hereunder shall be in writing and in the English language and may be served either personally upon the parties or by electronic transmission namely by fax or email addressed to the Parties at their respective last known addresses, fax number or email address.

18. HEIRS, ASSIGNS, ETC.

18.1 This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective heirs , administrators, executors, successors and permitted assigns; provided that, the Purchaser shall not be entitled to assign this Agreement or any of its rights hereunder without the prior written approval of the Vendor, which approval may be withheld in its absolute discretion.

19. SUPERCEDING AGREEMENT

19.1 This Agreement shall supercede any and all previous discussions, representations, agreements or understandings made by or on behalf of either of the parties hereto for or relating to the purchase and sale of the Purchaser's Land Interest.

20. SCHEDULES

20.1 Schedules "A", "B" and "C" annexed hereto form an integral part of this Agreement and shall be read together with this Agreement.

21. COUNTERPARTS

21.1 This Agreement may be executed in any number of counterparts and by original or facsimile signature with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement.

22. LAWS AND JURISDICTION-ONTARIO

22.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

23. CAPTIONS

23.1 The captions of the sections of this Agreement are for convenience only and do not amplify or limit in any way the provisions hereof.

24. EFFECT OF PARTIAL INVALIDITY ON THIS AGREEMENT

24.1 In the event that any provision of this Agreement is illegal, void or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

25. FACSIMILE DOCUMENTS

25.1 The parties agree to accept facsimile executed documents, including Closing Documents, as if they were originally signed documents.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SET OUT BELOW.

WITNESSED BY:

DATE OF EXECUTION: 2020-11-15

THE PURCHASER

HIROFUMI UCHITOMI
Print Name of Witness

AKIKO KOBAYASHI
Print Name of Purchaser

✓ SIGNATURE OF WITNESS 内富博文
Signature of Witness

SIGNATURE OF PURCHASER 小林昭子 ★
Signature of Purchaser

Witness Identification Number

HST Number:

852358449RT0001

CGE519-CGE588-43715

✓

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DATE OF EXECUTION: 2021-04-23
THE VENDOR:
TSI-CGE INTERNATIONAL CANADA INC.

Per:

Name:
Title:
HST Number: 84604 0533 RT0001

I/We have the authority to bind the Corporation.

DATE OF EXECUTION: 2021-04-23

THE NOMINEE:
CLEARVIEW GARDEN ESTATES INC.

Per:

Name:
Title:
I/We have the authority to bind the Corporation.

SCHEDULE "A" – PURCHASER(S) PARTICULARS

Information Concerning Purchaser:

PURCHASER:

Full Name: AKIKO KOBAYASHI

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: 413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Home Telephone: 81-776-27-5321 Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: _____

Country of Birth: JAPAN

The following have been provided to the Vendor:

(✓) Driver's Licence ( ) Passport ( ) Other_____

SCHEDULE "B" – PROPERTY and NOMINEE

LEGAL DESCRIPTION OF PROPERTY

Lands and premises located at 6237 27/28 Side Road Nottawasaga fronting on the South side of 27/28 Side Road Nottawasaga in the town of Clearview, in the province of Ontario, in the country of Canada and legally described as PT Lot 27 Con 3 Nottawasaga as in RO289265, Except 51R27930; S/T, RO130023; Clearview, PT Lot 27 Con 3 Nottawasaga, PT 1, 51R27930; Clearview, PT Lot 27 Con 3 Nottawasaga, PT 2, 51R27930; Clearview

CLEARVIEW GARDEN ESTATES INC.

REGISTERED HOLDER OF LEGAL TITLE TO PROPERTY

Office: 14-30 Eglinton Avenue West, Box 133, Mississauga, Ontario, Canada L5R 0C1

Tel No: 1-905-276-6650

Fax No: 1-866-674-8271

SCHEDULE "C" – CO-OWNERS AGREEMENT

UNIT IDENTIFICATION NO. CGE519-CGE588

CO-OWNERS AGREEMENT

CLEARVIEW GARDEN ESTATES INC.

THIS CO-OWNERS AGREEMENT is dated the 25TH day of September 2015.

BETWEEN:

AKIKO KOBAYASHI,

Identification: DRIVER'S LICENSE (527730357761)

Address: 413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

(hereinafter referred to as the "**Purchaser**")

-and-

CLEARVIEW GARDEN ESTATES INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Nominee**")

-and-

TSI-CGE INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Vendor**")

-and-

CGE CAPITAL MANAGEMENT INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Operator**")

-and-

All other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of this Agreement

(hereinafter collectively referred to as the "**Co-Owners**")

WHEREAS:

1. Pursuant to a Sale and Purchase Agreement, the Vendor has sold to the Purchaser, and the Purchaser has purchased from the Vendor, an undivided beneficial interest in the Property;

2. The Nominee is the registered owner of the Property and has agreed to hold the Property as nominee and bare trustee for and on behalf of the Co-Owners from time to time;

3. Every purchaser of an undivided beneficial interest in the Property, every assignee of such purchaser, and every assignee of each such assignee, is required to execute and deliver a counterpart of this Agreement and shall be bound as a Co-Owner pursuant thereto; and

CGE519-CGE588-43715

4. This Agreement sets forth the provisions which govern the Co-Owners' ownership of undivided beneficial interests in the Property and any future sale, financing and/or development with the Property and their respective undivided beneficial interests therein.

NOW THEREFORE in consideration of the payment of the sum of One Dollar ($1.00) and other good and valuable consideration now paid by each party to the other, the receipt of which is hereby acknowledged, and of the premises and the mutual covenants herein contained, the parties hereto hereby covenant and agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall be deemed to have the following meanings:

(a) "**ASPE**" shall have the meaning ascribed thereto in Section 16 of this Agreement;

(b) "**Additional Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(c) "**this Agreement**", "**hereof**", "**herein**," "**hereunder**" and words to like effect, refer to this Co-Owners Agreement as a whole and not to any particular provision, as it may be amended, supplemented and/or restated from time to time;

(d) "**Business Day**" means any day of the week other than a Saturday, Sunday or a day which is a statutory holiday, in Ontario, Canada;

(e) "**Concept Planning Fund**" shall have the meaning ascribed thereto in Section 18 of this Agreement;

(f) "**Co-Owners**" means the owners from time to time of Interests and who have signed a counterpart of this Agreement, and shall include the Purchaser, as well as the Vendor to the extent that it retains any Interest, and "**Co-Owner**" means any of the Co-Owners;

(g) "**Co-Owners Record**" has the meaning ascribed thereto in Section 11 of this Agreement;

(h) "**CRA**" means the Canada Revenue Agency, established pursuant to the *Canada Revenue Agency Act*, S.C. 1999, c. 17, which administers tax laws of Canada, including under the *Income Tax Act*, for the Government of Canada;

(i) "**Declaration of Trust**" means the declaration of trust executed by the Nominee concurrently with the completion by a Co-Owner of the purchase from the Vendor of an Interest and pursuant to which the Nominee declares and confirms that it holds registered title to the Property in trust for and on behalf of such Co-Owner, to the extent of such Co-Owner's respective Interest. For greater certainty, "**Declaration of Trust**" includes the declaration of trust executed by the Nominee upon the completion by a Co-Owner of the Transfer of an Interest to a transferee in accordance with the provisions of this Agreement, and includes the declaration of trust executed by the Nominee in favour of the Vendor at the time of its acquisition of the Property;

(j) "**Designated Person**" shall have the meaning ascribed thereto in Section 10 of this Agreement;

(k) "**Dispute**" shall have the meaning ascribed thereto in Section 31 of this Agreement;

(l) "***Excise Tax Act***" means the *Excise Tax Act* (Canada), as amended from time to time, including the regulations made pursuant thereto;

(m) "**HST**" means the harmonized sales tax payable pursuant to the *Excise Tax Act*, including the Province of Ontario's portion thereof;

(n) "***Income Tax Act***" means the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.), as amended from time to time, including the regulations made pursuant thereto;

(o) "**Initial Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(p) "**Interest**" means the undivided beneficial interest in the Property purchased by a Co-Owner pursuant to a Sale and Purchase Agreement, and includes any undivided beneficial interest in the Property continued to be owned by the Vendor, and "**Interests**" means every Interest;

(q) "***Land Transfer Tax Act***" means the *Land Transfer Tax Act*, R.S.O. c.L.6, as amended;

(r) "**LTT**" means the land transfer tax payable pursuant to the *Land Transfer Tax Act*;

(s) "**Net Income**" shall have the meaning attributed thereto in Section 6(j) of this Agreement;

(t) "**Notice Requisitioning an Ordinary Resolution**" shall have the meaning attributed thereto in Section 8 of this Agreement;

(u) "**Notice Requisitioning a Special Resolution**" shall have the meaning attributed thereto in Section 10 of this Agreement;

(v) "**Offer**" shall have the meaning attributed thereto in Section 19 of this Agreement;

(w) "**Operator**" means CGE CAPITAL MANAGEMENT INC., or the Designated Person that may be appointed as the Operator's replacement as determined in accordance with Section 10 of this Agreement;

(x) "**Ordinary Resolution**" means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 51% of the aggregate Interests in the Property;

(y) "**Planning Activities**" means the reports, plans, studies, audits, assessments, investigations, legal proceedings, procedures, filings, submissions, applications and/or any other actions taken or made in respect of or in furtherance of the rezoning of, or other land use planning matters related to, the Property;

(z) "**Property**" means the real property legally described on Schedule "1" annexed hereto;

(aa) "**Retained Interest**" shall have the meaning attributed thereto in Section 23 of this Agreement;

(bb) "**Sale and Purchase Agreement**" means the agreement of sale and purchase, or an agreement substantially in the form of the agreement of sale and purchase, entered into

CGE519-CGE588-43715

between the Vendor, as vendor, and each Co-Owner (other than the Vendor), as purchaser, pursuant to which each Co-Owner agreed to acquire its respective Interest in the Property. **"Sale and Purchase Agreements"** means every Sale and Purchase Agreement;

(cc) **"Special Resolution"** means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 85% of the aggregate Interests in the Property;

(dd) **"Transfer"** shall have the meaning ascribed thereto in Section 11 of this Agreement; and

(ee) **"Vendor"** means TSI-CGE INTERNATIONAL CANADA INC.

2. INTERPRETATION

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) the division of this Agreement into Articles, paragraphs, subparagraphs and schedules and the insertion of headings are provided for convenience only and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;

(b) all references to currency herein are references in Canadian dollars;

(c) any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto;

(d) any reference to an entity shall include and shall be deemed to be a reference to any entity that is a successor to such entity;

(e) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

3. TITLE

Legal title to the Property shall be held in the name of the Nominee, which shall hold such title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Vendor, to the extent of its Retained Interest, if any.)

4. MAILING ADDRESSES

The mailing address of the Nominee, the Vendor and the Operator shall be 14-30 Eglinton Avenue West, Box 133, Mississauga, Ontario, Canada L5R 0C1, provided that the Nominee, the Vendor and/or the Operator may change its mailing address from time to time by giving notice in writing to that effect to all Co-Owners, pursuant to the notice provisions contained in this Agreement.

5. REPRESENTATIONS AND WARRANTIES OF THE NOMINEE AND OPERATOR

(a) The Nominee represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite power, capacity and corporate authority to act as nominee and to perform its obligations under this Agreement;

(iii) it shall not carry on any business other than for the purposes set forth in this Agreement;

(iv) it holds and shall continue to hold legal title to the Property as nominee and bare trustee for and on behalf of each Co-Owner to the extent of each Co-Owner's Interest; and

(v) it shall only deal with the Property in the manner and as provided for in this Agreement.

(b) The Operator represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite capacity and corporate authority to act as Operator, and to perform its obligations under this Agreement; and

(iii) it shall comply with its obligations as provided for in this Agreement.

6. OPERATION AND MANAGEMENT OF THE PROPERTY

The Co-Owners hereby appoint the Operator and the Operator hereby accepts the appointment as the operator and manager of the Property and agrees to undertake such Planning Activities as the Operator may determine in its discretion, acting reasonably, are required to rezone the Property to such use or uses as the Operator shall determine, acting reasonably, and in the best interest of the Co-Owners. The Operator agrees to carry out such Planning Activities and to operate and manage the Property in good faith and in the best interest of the Co-Owners. The Operator agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and to proceed diligently to make all necessary applications to rezone the Property to such use or uses as the Operator shall determine, in its reasonable discretion, and to use its reasonable commercial efforts, at the cost and expense of the Co-Owners, with such costs to be defrayed out of the Concept Planning Fund initially, to obtain all necessary approvals and consents from applicable governmental authorities in connection therewith. Subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have such general powers and authority to administer, manage, control, operate, finance, refinance, develop, lease, grant easements and other rights in, under and over, the Property and to do any act, take any proceeding, make any decision and execute and deliver any instrument, deed, agreement, affidavit or document necessary for or incidental to any of the foregoing, for and on behalf and in the name of the Co-Owners, or as the Co-Owners may so direct by Special Resolution. No person dealing with the Operator

CGE519-CGE588-43715

will be required to enquire into the authority of the Operator to do any act, take any proceeding, make any decision or execute and deliver any instrument, deed, agreement or document for or on behalf or in the name of the Co-Owners.

Without limiting the generality of the foregoing provisions of this Section 6, but subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have the following specific powers and authorities without further authority or approval from the Co-Owners:

(a) to engage such professional advisers and consultants as the Operator considers advisable in order to perform its duties hereunder;

(b) to open and operate one or more bank accounts in its name, as agent for the Co-Owners in respect of the Property with a Canadian chartered bank or trust company, into which the Operator may deposit all rentals, if any, and other income earned from the Property (if any) (which for greater certainty shall not include the Concept Planning Fund), and out of which account(s) all expenses properly relating to the Property shall be paid, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of such funds to cover all such expenses;

(c) to execute, deliver and carry out all other agreements which require execution by or on behalf of the Co-Owners with respect to the Property, including without limitation, any agreements required by any governmental or statutory authority having jurisdiction over or with respect to the Property, development agreements, site plan agreements, cost sharing agreements, easements and rights of way;

(d) to enter into lease and/or tenancy arrangements in respect of the Property or any part thereof and to collect all rentals and other income therefrom, if any, provided that nothing herein shall constitute a guarantee by the Operator of the payment of any rent by tenants;

(e) to pay all taxes, fees and other expenses relating to the orderly maintenance and management of the Property out of the Concept Planning Fund, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of funds to cover all such expenses;

(f) to commence or to defend on behalf of the Co-Owners, the Nominee, or itself, any and all actions and other proceedings pertaining to the Property or to the Co-Owners;

(g) to determine the amount and type of insurance coverage, if any, to be maintained in order to protect the Property and the Co-Owners from all usual perils of the type covered in respect of comparable properties and in order to comply with the requirements of any lenders of funds;

(h) to retain, employ and pay and discharge on behalf of the Co-Owners all servants, employees, advisors, consultants and/or contractors necessary to be retained for the management and operation of the Property, including, without limitation, for matters relating to its rezoning and development;

(i) to contract on behalf of the Co-Owners for water, gas, electricity and other utility services and commodities, including cable and telephone services necessary for the development, operation and maintenance of the Property; and

(j) to distribute the Net Income from the ownership, operation, use, financing, refinancing, and/or sale of the Property (if any) to each Co-Owner, proportionate to its respective Interest. For the purposes of this Agreement, "**Net Income**" shall mean the gross receipts (which, for greater certainty, shall not include the Concept Planning Fund) derived in any way from dealing with the Property, received by or on behalf of the Co-Owners from the ownership, operation, use, leasing, financing, refinancing, sale of, and/or development and/or any other dealing with of the Property, minus the aggregate of all proper expenses and charges incurred in connection therewith, calculated on an accrual basis, including:

(i) payment of principal and interest owing to mortgagees or other encumbrancers, or other lenders;

(ii) realty taxes, property tax assessments, charges or levies made by any duly constituted governmental or statutory authority, due and owing and secured by a right or apparent right to claim a lien or charge upon the Interests, or any of them, or the Property, and money due and owing from improvements to the Property secured by a lien or charge in favour of materialmen or workmen or trade contractors or other like persons or corporations upon the Interests, or any of them, or the Property;

(iii) all costs and expenses of any sale, financing or refinancing;

(iv) all development costs and expenses;

(v) all costs and expenses of operating, maintaining, leasing, managing, using, and/or developing the Property, and the costs and expenses of repair;

(vi) lighting, electricity and public utilities costs and expenses;

(vii) professional fees reasonably attributed to the Property, its operation, use, financing, refinancing, sale and/or development;

(viii) all other costs, expenses or disbursements which are properly attributable to the Property, except payments to the Co-Owners on account of capital or distribution of Net Income; and

(ix) reserves in such amount as deemed appropriate by the Operator from time to time, including without limitation for the purposes of replacement of major equipment, major renovations and repairs, leasehold improvements, marketing costs and any other reserves normally required for the prudent operation, use, financing, refinancing, sale and/or development of a like property.

Each Co-Owner shall have a proportionate beneficial interest in all of the gross cash receipts derived from the Property and shall be responsible for its proportionate share of the expenses and charges incurred in connection with the Property, in each case proportionate to its respective Interest. Each Co-Owner hereby irrevocably directs the Operator to pay its proportionate share of such expenses and charges out of its proportionate share of such gross cash receipts, as well as out of the Concept Planning Fund.

Each Co-Owner hereby confirms and acknowledges that neither the Operator nor any of its officers, directors, employees, advisors, consultants, agents or representatives has made any warranty or representation, or given any advice:

CGE519-CGE588-43715

(k) as to or in respect of the tax treatment of the purchase, disposition or holding of the Interest by a Co-Owner; or

(l) as to the timing of the rezoning or sale or development of the Property or the returns attainable by the Co-Owners upon a sale or lease of or other dealing with the Property.

Each Co-Owners acknowledges that he has been advised to seek his own independent legal and tax counsel prior to entering into a Sale and Purchase Agreement and this Agreement.

7. AUTHORITY TO WITHHOLD

The Operator is authorized to withhold any amounts required to be withheld from any distribution or other payment to a Co-Owner pursuant to the provisions of the *Income Tax Act* and to make payment of any such amount on behalf of a Co-Owner to the CRA, on account of taxes as may be required by law.

8. POWERS EXERCISABLE BY ORDINARY RESOLUTION

Notwithstanding anything to the contrary contained in this Agreement, the following powers shall only be exercisable by the Operator after an Ordinary Resolution is passed by the Co-Owners:

(a) approving the sale or exchange of all or any part of the Property (other than the sale of Interests by the Operator pursuant to Sale and Purchase Agreements);

(b) approving a proposal or plan to develop the Property;

(c) subject to Section 17, consenting to the amendment of this Agreement, provided that, no amendment to this Agreement shall impose or increase any financial or other obligations upon any of the Nominee of the Operator, or in any way adversely affect the Nominee or the Operator, without the prior written approval of the Nominee or the Operator, as the case may be;

(d) approving or ratifying the making of an Additional Advance by the Operator, in accordance with Section 18; or

(e) requiring that the financial statements for the Property be audited.

Other than a matter which under the terms of this Agreement requires a Special Resolution, the Operator may at any time and from time to time by notice in writing to all Co-Owners substantially in the form annexed hereto as Schedule "2" (the "**Notice Requisitioning an Ordinary Resolution**") request the Co-Owners to consider and approve any matter relating to the Property not requiring a Special Resolution. The Notice Requisitioning an Ordinary Resolution shall specify with reasonable detail the matter to be approved by the Co-Owners.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution. If the Operator fails to deliver such Notice Requisitioning an Ordinary Resolution within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or a group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the

Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution which the Operator failed to deliver within the time provided in this Section 8 for the Operator to do so.

9. POWERS EXERCISABLE BY SPECIAL RESOLUTION

The following powers shall only be exercisable by Special Resolution passed by the Co-Owners:

(a) terminating the appointment of the Operator and appointing a new Operator from time to time, in accordance with the provisions of Section 10;

(b) instituting or continuing an action or suit against the Operator for damages based upon the fraud or gross negligence of the Operator in the performance of its obligations under this Agreement;

(c) requiring the Operator to remove the incumbent independent firm of chartered accountants qualified in Canada appointed pursuant to Section 16 and requiring the Operator to appoint a replacement; or

(d) apppointing a replacement for the Nominee in the event that the Nominee should be wound up or dissolved or be declared a bankrupt, such replacement to hold legal title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Operator if it retains any Retained Interest.)

10. CONTROL AND AUTHORITY VESTS WITH CO-OWNERS

The Co-Owners may by Special Resolution terminate and remove the Operator (in its capacity as Operator and not as a Co-Owner)and appoint a new Operator in its place and stead. Such new Operator shall be bound by all of the terms of this Agreement and shall execute an agreement confirming that it is bound under this Agreement as if it was an original signatory thereto.

Upon termination, the Operator terminated shall forthwith upon request of the person designated in the Special Resolution as the replacement Operator (the "**Designated Person**") do the following:

(a) deliver all agreements, documents, instruments, books and records and writings relating to the Property in its possession to the Designated Person, including, without limitation, the Co-Owners Record;

(b) execute and deliver such consents, acknowledgements and assignments pertaining to the Property and any Planning Activities as the Designated Person may require;

(c) cause its representatives on the board of directors of the Nominee to execute resignations as directors and officers forthwith after being required to do so by the Designated Person, provided the Nominee shall continue to indemnify such directors and officers in accordance with its by-laws in existence at the date hereof;

(d) execute and deliver a release in form and content satisfactory to the Designated Person, acting reasonably, releasing the Nominee and the Co-Owners from any liability, provided that: (i) the release by the Operator shall not release the Co-Owners from their obligation to continue to indemnify the Operator pursuant to Section 21 hereof; and (ii) the

CGE519-CGE588-43715

Operator receives a release in form and content satisfactory to the Operator, acting reasonably, executed by the Nominee and by the Designated Person for and on behalf of itself and each of the Co-Owners, releasing the Operator from any liability, and the Co-Owners expressly acknowledge and agree that the Designated Person shall have the power and authority to deliver such release, without any further approval or authorization required from the Co-Owners;

(e) do all things necessary and execute all necessary documents to effect the change of shareholders of the Nominee as directed by the Designated Person; and

(f) otherwise co-operate and assist to carrying out and giving effect to each of the actions set out in Section 10(a), (b), (c), (d) and (e) above.

The Operator may at any time and from time to time by notice in writing, substantially in the form annexed hereto as Schedule "3" (the "**Notice Requisitioning a Special Resolution**") to all Co-Owners, request the Co-Owners to consider and approve any matter relating to the Property requiring a Special Resolution pursuant to the terms of this Agreement. The Notice Requisitioning a Special Resolution shall specify with reasonable detail the matter to be considered and approved by Special Resolution.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning a Special Resolution with respect to any matter relating to the Property, including any matter requiring a Special Resolution pursuant to this Agreement. If the Operator fails to deliver such Notice Requisitioning a Special Meeting within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the Notice Requisitioning a Special Resolution which the Operator failed to deliver within the time provided in this Section 10 for the Operator to do so.

11. CO-OWNERS RECORD AND TRANSFERS OF INTEREST

The Operator shall record and at all times maintain and keep up to date a record of the names, addresses and other contact information for the Co-Owners, and the Interest held by each of the Co-Owners as well as particulars of any Transfer of Interests (collectively, the "**Co-Owners Record**").

No Co-Owner shall sell, transfer, assign, mortgage, pledge, grant a security interest or otherwise encumber or dispose of its Interest in the Property (each, a "**Transfer**"), except in compliance with any applicable requirements of the *Securities Act* (Ontario) and any other applicable legislation and otherwise in accordance with the provisions of this Agreement, if and to the extent required.

A Co-Owner may Transfer an Interest or part thereof provided that such Co-Owner complies and satisfies each of the following conditions:

(a) the transferor first delivers to the Operator an original or notarial copy of the executed document or instrument effecting the Transfer which shall be in such form as may be acceptable to the Operator, acting reasonably;

(b) the transferee agrees in writing and in such form as may be acceptable to the Operator, to be bound by the terms of this Agreement and upon completion of the Transfer to

assume the obligations of the transferor under this Agreement in respect of the Interest subject to the Transfer;

(c) the transferor delivers or causes to be delivered to the Operator a direction addressed to both the Nominee and the Operator, in form and substance satisfactory to the Operator and the Nominee, directing the Nominee to execute and deliver a Declaration of Trust for the Interest subject to the Transfer in favour of the transferee;

(d) the transferee pays such costs, expenses and disbursements, including legal fees, as are reasonably incurred by the Operator by reason of the Transfer;

(e) the transferee pays all applicable HST pursuant to the *Excise Tax Act*, and all applicable LTT pursuant to the *Land Transfer Tax Act*, and makes or causes to be made any and all necessary filings, payments and remittances within the time periods required therefor under the provisions of the *Excise Tax Act* and the *Land Transfer Tax Act* and the respective regulations thereunder;

(f) the transferor either provides the transferee with evidence reasonably satisfactory to the transferee that the transferring Co-Owner is not then a "non-resident" of Canada within the meaning of the *Income Tax Act* or provide the transferee with a certificate pursuant to subsection 116(2) of the *Income Tax Act* with a certificate limit in an amount not less than the purchase price for the Interest subject to the Transfer; provided that if such evidence or certificate is not forthcoming, the transferee shall be entitled to make the payment of tax required under section 116 of the *Income Tax Act* and to deduct such payment from the purchase price for the Interest subject to the Transfer;

(g) the transferee executes and delivers to the Operator a counterpart of the Agreement; and

(h) the transferor provides such other documents, agreements, acknowledgements and confirmations as may be required by the Operator or by law (including compliance by the transferring Co-Owner with the provisions of the *Securities Act* (Ontario) if and to the extent applicable).

When a transferee of an Interest is entitled to become a Co-Owner pursuant to the provisions hereof, the Operator will:

(i) record a Transfer of the Interest; and

(j) forward a Declaration of Trust to the transferee in respect of the Interest so transferred.

For the avoidance of doubt, a Transfer by Co-Owner may include a transfer into trust, in which case the terms "sale and purchase agreement", "Purchaser", "purchase", "purchased", and "sale", wherever such terms appear in this Agreement, shall be read so as to recognize that such Transfer is not a purchase and sale transaction between a Co-Owner and a purchaser but a transaction in the nature of a transfer into trust by the transferring Co-Owner to a trustee. Nothing in this Section 11 shall be construed to affect the provisions of Section 12 of this Agreement.

12. OPERATOR NOT BOUND TO SEE TO TRUST OR EQUITY

Other than pursuant to the terms of the Declaration of Trust, the Operator shall not be bound to see to the execution of any trust, express, implied or constructive, or any charge, pledge or equity to which any Interest is subject, or to ascertain or inquire whether any sale or transfer of any such Interest by any Co-Owner or by his personal representatives is authorized by such trust, charge, pledge or equity, or to recognize any person having any interest therein except for the person or persons recorded by the Operator as the Co-Owner.

CGE519-CGE588-43715

13. INCAPACITY, DEATH, INSOLVENCY OR BANKRUPTCY

Where a person becomes entitled to an Interest by incapacity, death, insolvency or bankruptcy of a Co-Owner or otherwise by operation of law, in addition to the requirements of Section 11 hereof, that person will not be recorded as or become a Co-Owner until:

(a) he produces evidence satisfactory to the Operator of such entitlement; and

(b) he has delivered such other evidence, approvals and consents in respect of such entitlement as the Operator may require and as may be required by applicable law or by this Agreement.

14. DECLARATIONS OF TRUST

A separate Declaration of Trust shall be executed and delivered by the Nominee to each Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of a Co-Owner to the extent of the Co-Owner's Interest. Provided that the Transfer of an Interest has been effected in accordance with the provisions of Section 11 of this Agreement, a separate Declaration of Trust shall be executed and delivered by the Nominee to each transferee Co-Owner of an Interest from a transferring Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of the transferee Co-Owner to the extent of such Co-Owner's Interest.

15. LOST DECLARATIONS OF TRUST

Where a Co-Owner by notice in writing advises the Operator that the Declaration of Trust with respect to such Co-Owner's Interest has been defaced, lost or destroyed or wrongly taken, the Operator may cause a new Declaration of Trust to be issued, provided that the Co-Owner files with the Operator an indemnity in such form as is satisfactory to the Operator to indemnify the Operator, the Nominee and the other Co-Owners from any loss, cost, liability or damages that it or they may incur or suffer by complying with the request to issue a new Declaration of Trust, and provided further that the Co-Owner satisfies all other reasonable requirements of the Operator, including delivery of a form of proof of loss.

16. BOOKS AND RECORDS AND FINANCIAL REPORTS

The Operator will keep or cause to be kept on behalf of the Co-Owners at the Operator's principal place of business in Ontario:

(a) full and accurate books of account and records of all financial transactions relating to the Property including, without limitations, the receipts and expenditures relating to the Property and the Concept Planning Fund;

(b) the Co-Owners Record setting out the name and address of each Co-Owner; and

(c) copies this Agreement and all counterparts.

At any time upon 10 Business Days written notice to the Operator a Co-Owner may request the Operator to examine any of the documents noted in clauses (a) and (b) above at the office of the Operator and may take copies thereof provided that such requesting Co-Owner pays the reasonable cost to the Operator for making such copies, provided further that any such requesting Co-Owner shall have first provided an affidavit and undertaking, in form and substance satisfactory to the Operator, acting reasonably, duly sworn before a notary public or other individual authorized to administer oaths in the jurisdiction of residence of the

Purchaser, stating: (aa) the name and address of such requesting Co-Owner, and that the Co-Owner is a Co-Owner; (bb) that the Co-Owners Record shall not be used by the requesting Co-Owner or any other person except in connection with a *bona fide* effort to influence the voting by Co-Owners on an Ordinary Resolution or a Special Resolution; (ccc) that the information so provided is subject to applicable privacy rules and regulations; (ddd) that none of the information provided pursuant to clause (a) above shall be disclosed by or on behalf of the requesting Co-Owner to any person who is not a Co-Owner, that such information is proprietary to the Operator and the Co-Owners, and that its disclosure could cause irreparable harm to the other Co-Owners and the Operator; (eee) that the requesting Co-Owner will not, directly or indirectly, offer for sale or purchase, or otherwise traffic in, a list or copy of a list of the Co-Owners or any information contained in the Co-Owners Record; (fff) the requesting Co-Owner acknowledges and agrees that in the event of a breach of any of the covenants, provisions and restrictions in affidavit, the Co-Owners' and Operator's remedy in the form of monetary damages may be inadequate and that the Operator, for itself and on behalf of the other Co-Owners, shall be authorized and entitled, in addition to all other rights and remedies available to it and them, to apply for and obtain from any court of competent jurisdiction interim and permanent injunctive relief and an accounting of all profits and benefits arising out of such breach; and (ggg) that the requesting Co-Owner shall indemnify and hold harmless the Operator and the Nominee and the other Co-Owners from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee or the other Co-Owners by reason of any breach by such requesting Co-Owner of any of the covenants, provisions and restrictions contained in the affidavit.

The Operator shall provide or cause to be provided to each Co-Owner not later than 120 days after the end of each calendar year, financial statements showing the financial results for the Property for such calendar year. The Operator shall retain, at the expense of the Co-Owners, an independent firm of chartered accountants qualified in Canada to prepare such financial statements. Such financial statements shall contain a balance sheet, and a statement of cash flows and shall be prepared in accordance with Canadian accounting standards for private enterprises ("**ASPE**") applicable to the real estate industry in Canada and applied on a consistent basis from year to year. The financial statements shall not be required to be audited unless the Co-Owners by Ordinary Resolution require audited financial statements. For greater certainty, the funds in the Concept Planning Fund are hereby recognized as being the funds of the Operator, not of the Co-Owners.

17. AMENDMENT OF AGREEMENT

This Agreement may be amended in writing on the initiative of the Operator with the consent of the Co-Owners given by Ordinary Resolution. Notwithstanding the foregoing, the Operator may, without any prior notice to or consent from the Co-Owners amend any provision of this Agreement from time to time:

(a) to cure an ambiguity or to correct or supplement any provision contained herein which, in the reasonable opinion of the Operator, may be defective or inconsistent with any other provision contained herein, and with respect to which the cure, correction or supplemental provision does not and will not adversely affect the Interests of the Co-Owners; or

(b) to make such other provisions in regard to matters or issues relating to or arising under this Agreement which, in the reasonable opinion of the Operator, do not and will not adversely affect the Interests of the Co-Owners.

CGE519-CGE588-43715

The Operator agrees to inform the Co-Owners by written notice within 60 days following the effective date of an amendment to this Agreement and provide copies of the amending agreement within the said 60 days.

18. PLANNING ACTIVITIES AND CONCEPT PLANNING FUND

As agent for the Vendor, the Operator shall deposit an amount equivalent to the Concept Planning Fund Contribution (as such term is defined in each Sale and Purchase Agreement) received by the Vendor under every completed Sale and Purchase Agreement into a single, segregated account (the "**Concept Planning Fund**") to be in the name of the Operator and to be used by the Operator solely for the purpose of paying the costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities, and those costs and expenses enumerated in Section 6(j) of this Agreement.

The Concept Planning Fund is intended to be a deposit account. Each Co-Owner's respective proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Co-Owner following completion of the sale of the Property. Each Co-Owner's share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of this Agreement) will be paid by the Co-Owner and deducted from his proportionate share of any sale proceeds receivable by him, if and when the Property is sold or otherwise disposed of. Each Co-Owner hereby irrevocably authorizes and directs the Operator to withhold from his proportionate share of any amounts otherwise receivable by it under this Agreement the amount of any such shortfall, and to pay such amount to the Operator.

The Operator shall keep proper and accurate records and details of all expenses paid out of the Concept Planning Fund, and at the request of the Vendor, provide access to the Vendor's representatives to such records and details of expenses to permit the Vendor to satisfy itself that such expenses were paid in accordance with the provisions of this Agreement.

The Operator shall prepare, perform and take or cause to be prepared, performed and taken all Planning Activities as it determines in its reasonable discretion are necessary for and on behalf of the Co-Owners including, without limitation, the following:

(a) surveys and concept plans in connection with the rezoning of the Property;

(b) in the reasonble discretion of the Operator, engage all consultants and professionals including, without limitation, legal counsel with respect to rezoning of the Property or any other Planning Activities;

(c) enter into or request the Nominee to enter into and deliver any documents, consent, acknowledgements or agreements including, without limitation, easements, rights in the nature of an easement, transfers, undertakings, applications, appeals and/or any other similar or related agreements or documents which may be required in the reasonable discretion of the Operator in connection with the Planning Activities;

(d) pay for all costs and expenses associated with Planning Activities, municipal property taxes and the cost of maintaining the Property, out of the Concept Planning Fund, and if insufficient, out of additional funds provided by the Co-Owners; and

(e) keep detailed records and accounts for or pertaining to the Planning Activities.

If the amount set aside in the Concept Planning Fund is not sufficient to defray all costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities and those costs and expenses enumerated in Section 6(j) of this Agreement, the Operator, in the exercise of its absolute discretion, and without the approval of the Co-Owners, may advance to the Co-Owners an amount or amounts on account of such shortfall to a maximum of 5% of the aggregate purchase prices paid by all Co-Owners for their respective Interests(collectively, the "**Initial Advance**"). The Initial Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance made to the Co-Owners out of the proceeds of the sale of the Property.

If the cost of Planning Activities exceeds the combination of the Concept Planning Fund and the Initial Advance, the Operator, as it deems necessary in the exercise of its absolute discretion but subject to the approval of the Co-Owners by way of an Ordinary Resolution, may advance to the Co-Owners additional amounts as may be required for such purposes (collectively, the "**Additional Advance**"). The Additional Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, after repayment of the Initial Advance, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance and the Additional Advance made to the Co-Owners out of the proceeds of the sale of the Property.

19. SALE OF THE PROPERTY

Any offer to purchase the Property received by the Operator or the Nominee, which the Operator deems acceptable (the "**Offer**") shall be presented to all of the Co-Owners for consideration and if approved by an Ordinary Resolution such Offer shall be accepted by the Nominee and such acceptance shall be binding upon all of the Co-Owners. Any sale of the Property by the Nominee resulting from an Offer the acceptance of which was approved by an Ordinary Resolution of the Co-Owners shall be deemed to include the sale by the Co-Owners of the Interests.

The Co-Owners hereby agree that Operator shall have the right, exercisable by notice in writing to the Co-Owners within 30 days after the Co-Owners have passed an Ordinary Resolution to accept the Offer, to purchase the Property at the same price and on the same terms and conditions as are contained in the Offer approved by Ordinary Resolution of the Co-Owners.

If the Operator fails to provide the notice exercising its right to purchase the Property on the same terms and conditions as are contained in the Offer within the said 30 days, then the Nominee shall accept the Offer and complete the transaction with the party that made the Offer the acceptance of which was approved by Ordinary Resolution of the Co-Owners.

20. HST AND LTT

Each of the Co-Owners hereby authorizes the Operator to make any and all filings, payments and/or remittances for HST with respect to the purchase by each Co-Owner of his respective Interest and any other payments of HST applicable to the services provided to the Nominee or in respect of the Property or the Interest of a Co-Owner.

Each Co-Owners hereby authorizes the Operator to carry out any HST reporting or filing obligations that are required in respect of the Interests or the Property. Such authority shall

CGE519-CGE588-43715

include the execution of any documents that have to be or which may be advisable to be executed under the *Excise Tax Act*. The Operator shall to the extent required under the *Excise Tax Act* make and satisfy all filing and reporting obligations of a Co-Owner with respect to the Interest of the Co-Owner and shall provide each Co-Owner with copies of such filings and reports.

Each of the Co-Owners hereby authorizes the Operator to make any and all filings payments and/or remittances, from funds provided by the Co-Owner, relating to LTT arising from the purchase by each Co-Owner from the Vendor of his respective Interest in the Property. For greater certainty, each of the Co-Owners hereby authorizes the Operator on behalf of the Co-Owner and with the Co-Owner's funds to make any and all payments, remittances and filings under the provisions of the *Land Transfer Tax Act* relating to LTT and within the time period required therefor under the *Land Transfer Tax Act*, arising from the acquisition and/or ownership of the Interest. The Operator shall provide each Co-Owner with copies of such filings and evidence of the payments and remittances upon the written request of a Co-Owner.

21. POWER OF ATTORNEY

Each Co-Owner hereby nominates, constitutes and appoints each of the Operator and the Nominee, acting alone or together, with full power of substitution, as his true and lawful attorney and agent with full power and authority in his name, place and stead, for his use and benefit, to do the following, as fully and effectually as the Co-Owner could do if personally performed including, without limitation:

(a) execute and deliver all such documents or instruments on behalf of and in the name of the Co-Owners, or any of them, as may be deemed necessary by the Operator to carry out fully the provisions of this Agreement in accordance with its terms;

(b) execute, swear to, acknowledge, deliver, file and/or remit to or with the Ministry of Finance (Ontario) pursuant to the *Land Transfer Tax Act*, as amended, all necessary returns and payment or remittances in connection with the acquisition by the Co-Owners of their respective Interests in the Property;

(c) execute, acknowledge, deliver and file and/or remit to or with the CRA, all necessary instruments, declarations, certificates and other documents, and remittances relating to HST;

(d) execute, acknowledge, deliver and file as and where required any election made pursuant to subsection 273(1) of the *Excise Tax Act* as contemplated in each Purchase Agreement;

(e) execute and deliver all conveyances, agreements, documents and other instruments pertaining to the sale, development, redevelopment, financing, refinancing or leasing of the Property as the Operator determines in its sole discretion is in the best interests of the Co-Owners, and as permitted by this Agreement or authorized by Ordinary Resolution or Special Resolution of the Co-Owners; and

(f) execute, acknowledge, deliver and file any and all CRA non-resident personal income tax returns.

Each Co-Owner acknowledges and confirms that the power of attorney granted herein is made pursuant to the *Powers of Attorney Act* (Ontario) and is a power coupled with an interest, will survive the death, disability or other legal incapacity of the Co-Owner and will survive the assignment (to the extent of the Co-Owner's obligations hereunder) by the Co-Owner of the whole or any part of his Interest and extends to the heirs, executors, administrators, successors

and assigns of the Co-Owner and may be exercised by the Operator or the Nominee, acting alone or together, executing on behalf of the Co-Owners, or any of them, any instrument, by listing all of the Co-Owners to be bound by such instrument with a single signature as attorney and agent for all of them, or otherwise. Each of the Co-Owners agrees to be bound by any representations and actions made or taken in good faith and in accordance with the terms of this Agreement by the Nominee and/or the Operator pursuant to such power of attorney in accordance with the terms hereof and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the Nominee or the Operator taken in good faith under such power of attorney. The Operator shall, at the written request of a Co-Owner, provide such Co-Owner with copies of any of the documents or instruments executed, sworn, delivered, acknowledged or remitted by the Operator for and on behalf of that Co-Owner only under the power of attorney provided for in this Section 21.

22. INDEMNIFICATION

Each of the Co-Owners hereby agrees, severally and not jointly or jointly and severally, to indemnify and hold harmless the Operator and the Nominee from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee, or by any one or more attorneys appointed by it or them under the power to substitute pursuant to the power of attorney provision contained in Section 21 above, by reason of acts, omissions or alleged acts or omissions arising out of the activities of the Operator or the Nominee on behalf of the Co-Owners or in furtherance of the Interests of the Co-Owners but only if the acts, omissions or the alleged acts or omissions in respect of which any actual or threatened action, proceeding or claim are based, were performed in good faith and in accordance with the Agreement.

23. VENDOR'S RIGHT TO RETAIN AN INTEREST

The Co-Owners acknowledge and agree that the Vendor has the right, but not the obligation, to retain an undivided beneficial Interest in the Property (a "**Retained Interest**"), to whatever extent it wishes, and the Vendor to the extent of any such Retained Interest shall for the purposes of this Agreement be a Co-Owner and be deemed to be bound by this Agreement. The Vendor may at any time and from time to time Transfer and assign all or any part of such Retained Interest to any person or persons it deems appropriate and upon such Transfer or assignment, the assignee or transferee thereof shall execute a counterpart of this Agreement and shall be a Co-Owner to the extent of the Retained Interest so transferred or assigned.

24. COMPETING INTERESTS

Each of the Co-Owners and the Operator is entitled, without the consent of any of the others of them, to own property and to carry on any business or activity whatsoever, whether of the same or different nature as that owned by or carried on by any of them, and whether or not in competition with the Interests, the Property or any activity carried on by any of them, and neither any Co-Owner nor the Operator shall be liable to account to any of the other of them.

25. NOTICES

Any notice or communication required or permitted to be given to the Nominee, the Vendor, the Operator or the Co-Owners hereunder shall be in writing and shall be given by delivery or by mailing to same to be addressed as follows:

(a) To the Nominee, the Vendor or the Operator, at its respective mailing address provided in Section 4 above.

CGE519-CGE588-43715

(b) To each Co-Owner at his last address shown on the Co-Owners Record maintained by the Operator.

Any notice or communication delivered as aforesaid shall be in the English language but may be accompanied by an unofficial translation and shall be deemed to have been given to the addressee on the day of delivery, if delivered by courier or, if mailed as aforesaid, shall be deemed to have been given to the addressee on the 10th Business Day following the mailing of such notice, provided that, for such purposes, no day during which there shall be a strike or other occurrence which shall interfere with normal mail services shall be considered a Business Day. If delivery of any notice or communication is made via fax, delivery shall be deemed to have been made on the day following the sending of the fax unless such day is not a Business Day, in which case delivery shall be deemed to have been made on the next Business Day.

26. FURTHER ACTS

The parties hereto agree to execute and deliver such further and other documents and to perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

27. BINDING EFFECT

Subject to the restrictions on Transfers herein contained, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and permitted assigns.

28. SEVERABILITY

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts, by original or facsimile signature, with the same affect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same agreement.

30. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, in the Country of Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

31. DISPUTE RESOLUTION

Any disputes, claims, disagreements, differences, (including, without limitation, interpretation, performance and enforcement) (collectively the "**Dispute**") that may arise between the Co-Owners or any of them and/or the Operator and/or the Nominee relating in any manner to this Agreement, the Property, or the Interests or any of them, shall attempted to be resolved by mediation and if such mediation is not successful, then by arbitration.

Upon written demand of the Nominee, the Operator or the Co-Owners or any them and within 10 days after such demand, the parties shall attempt to appoint a mediator. If within such period of time they are unable to agree on a mediator, the Dispute shall be resolved by arbitration. If the parties to the Dispute are unable to agree upon a single arbitrator within 10 days after a demand has been made by any party to the Dispute to appoint a single arbitrator then, any party to the Dispute may apply, to a Justice of the Superior Court of Justice sitting in the City of Toronto, in the Province of Ontario, Canada for the appointment of an arbitrator.

The arbitration shall proceed in accordance with the provisions of the *Arbitration Act*, 1991 (Ontario) and any amendments or successor legislation thereto, which provisions shall apply *mutatis mutandis*. The arbitrator shall have the power to determine the procedure for the arbitration and to deliver his or her award notwithstanding the default by any party in respect of any procedural order made by the arbitrator.

The arbitrator shall proceed immediately to hear and determine the Dispute. The award of the arbitrator shall be made within 30 days after the appointment of the arbitrator, subject to any reasonable delay due to unforeseen circumstances. The award of the arbitrator shall be in writing and signed by the arbitrator, and shall be final and binding on the parties to the Dispute, not subject to any appeal, and the parties to the Dispute shall abide by the award and perform the terms and conditions thereof. The arbitration award shall deal with the costs of arbitration and all matters related thereto including the arbitrator's fees and expenses. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Unless otherwise mutually agreed, any mediation or arbitration of a Dispute shall take place in the Municipality of Metropolitan Toronto, in the Province of Ontario, in the Country of Canada.

32. NO INTENTION TO CREATE A PARTNERSHIP

The Co-Owners acknowledge, agree and declare that the entering into of this Agreement does not, and is not intended to, create a partnership, for any purpose. The Co-Owners further agree that nothing herein is to be construed as a limitation of the powers or rights of any Co-Owner to carry on its separate respective activities. Except for the Operator as contemplated in this Agreement, none of the Co-Owners shall have the right to bind any of the other Co-Owners, transact any business in any of the other Co-Owners names or on their behalf or incur any liability for or on behalf of any of the other Co-Owners. The Co-Owners agree that they shall each report their income or loss arising from the ownership of their Interests, for both accounting and income tax purposes, and to the applicable taxing authorities, as co-venture parties independent of one another, and not as partners in a partnership.

33. NO RIGHT TO PARTITION, ETC.

Each of the Co-Owners, by becoming a party to this Agreement, agrees and will be deemed to have agreed that he will not seek any remedy or right for the termination of this Agreement which would otherwise be available at law or in equity or for the termination of the co-ownership of the Property or which would otherwise be available pursuant to the *Partition Act*, R.S.O. 1980, c. 369,) and any amendments or successor legislation thereto, and each such Co-Owner shall be forever estopped from asserting otherwise and from seeking such remedy or right. In the event of any breach of the provisions of this Section 33 by a Co-Owner, the other Co-Owners and the Operator shall, in addition to all rights and remedies at law or in equity to which it is or they are otherwise entitled, be entitled to a decree or order

CGE519-CGE588-43715

perpetually restraining and enjoining such partition, application, action or other proceeding, and the first-mentioned Co-Owner shall not plead in defence thereto that there would be an adequate remedy at law, it being acknowledged by all the parties hereto that the injury and damages flowing from any such breach would be impossible to measure monetarily.

34. TIME

Time shall be of the essence of this Agreement.

35. REFERENCE DATE

This Agreement is dated for reference as of the 25TH day of September 2015.

IN WITNESS WHEREOF this Agreement is executed with effect as of the day and year first above written.

EXECUTED this 15TH day of NOVEMBER, 2020 with effect as of the day and year first above written.

CO-OWNER

WITNESS

SIGNATURE OF WITNESS

Signature of Witness

Print: **HIROFUMI UCHITOMI**

SIGNATURE OF CO-OWNER

Signature of Co-Owner

Print: **AKIKO KOBAYASHI**

EXECUTED this 23RD day of APRIL, 2021 with effect as of the day and year first above written.

CLEARVIEW GARDEN ESTATES INC.

Per: Tina P. Shields
Name:
Title:
I/We are authorized to bind the Corporation.

EXECUTED this 23RD day of APRIL, 2021 with effect as of the day and year first above written.

TSI-CGE INTERNATIONAL CANADA INC.

Per: Tina P. Shields
Name:
Title:
I/We are authorized to bind the Corporation.

CGE CAPITAL MANAGEMENT INC.

EXECUTED this 23RD day of APRIL, 2021 with effect as of the day and year first above written.

Per: Tina P. Shields
Name:
Title:
I/We are authorized to bind the Corporation.

SCHEDULE "1"

Legal Description of Property

Lands and premises located at 6237 27/28 Side Road Nottawasaga fronting on the South side of 27/28 Side Road Nottawasaga in the town of Clearview, in the province of Ontario, in the country of Canada and legally described as PT Lot 27 Con 3 Nottawasaga as in RO289265, Except 51R27930; S/T, RO130023; Clearview, PT Lot 27 Con 3 Nottawasaga, PT 1, 51R27930; Clearview, PT Lot 27 Con 3 Nottawasaga, PT 2, 51R27930; Clearview

SCHEDULE "2"

NOTICE OF REQUISITION OF ORDINARY RESOLUTION

By Co-Owners

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____, 201_ .

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: AKIKO KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. CGE519-CGE588

By Operator

NOTICE IS HEREBY GIVEN that the undersigned requests the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned signed to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____ , 201__.

CGE CAPITAL MANAGEMENT INC.

Per: _____

Name:
Title:
I have authority to bind the Corporation.

Appendix 1

FORM OF ORDINARY RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____ , 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: AKIKO KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. CGE519-CGE588

Identification No. _____

SCHEDULE "3"

NOTICE OF REQUISITION OF SPECIAL RESOLUTION

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners to approve the Special Resolution attached hereto as Appendix I **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Special Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Special Resolution.

Dated the _____ day of _____, 201__.

Witness		**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: AKIKO KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. CGE519-CGE588

Identification No. _____

Appendix I

FORM OF SPECIAL RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____ , 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: AKIKO KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. CGE519-CGE588

Identification No. _____

DECLARATION OF TRUST

Cert. No. CGE2021042343715

Interest: 70 / 1075TH

ID. 43715 UDI. CGE519-CGE588

This is to certify that AKIKO KOBAYASHI is the owner of an undivided beneficial 70/1075TH interest (the "**Interest**") representing a value of SEVEN HUNDRED THOUSAND DOLLARS ONLY of lawful money of Canada (C$$700,000.00) in the real property located at 6237 27/28 Side Road Nottawasaga fronting on the South side of 27/28 Side Road Nottawasaga in the town of Clearview, in the province of Ontario, in the country of Canada and legally described as PT Lot 27 Con 3 Nottawasaga as in RO289265, Except 51R27930; S/T, RO130023; Clearview, PT Lot 27 Con 3 Nottawasaga, PT 1, 51R27930; Clearview, PT Lot 27 Con 3 Nottawasaga, PT 2, 51R27930; Clearview (the "**Property**") and that CLEARVIEW GARDEN ESTATES INC., as the registered holder of title to the Property, declares and acknowledges that it is holding title to the Property in trust for and on behalf of AKIKO KOBAYASHI, to the extent of the Interest.

Reference is made to the co-owners agreement (the "**Agreement**") dated for reference as of the 25TH DAY OF SEPTEMBER 2015 among the owner of the Interest named in the within Declaration of Trust, TSI-CGE INTERNATIONAL CANADA INC., CLEARVIEW GARDEN ESTATES INC., CGE CAPITAL MANAGEMENT INC., and all other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of the Agreement. The Agreement provides for certain rights and obligations of the owners of undivided beneficial interest in the Property.

This Declaration of Trust and the Interest represented hereby are not transferable by delivery but only by the registered holder hereof, or by his agent duly authorized in writing, upon compliance with the provisions of the Agreement, including delivery to TSI-CGE INTERNATIONAL CANADA INC. at its principal office in Mississauga, Ontario, of this Declaration of Trust together with a duly executed transfer of beneficial interest in the form required by TSI-CGE INTERNATIONAL CANADA INC.

IN WITNESS WHEREOF CLEARVIEW GARDEN ESTATES INC. and TSI-CGE INTERNATIONAL CANADA INC., have caused this Declaration of Trust to be signed by its duly authorized officers this 23RD of APRIL 2021.

CLEARVIEW GARDEN ESTATES INC.

Per: Tim P. Shields

Name:
Title:
I have authority to bind the Corporation

TSI-CGE INTERNATIONAL CANADA INC.

Per: Tim P. Shields

Name:
Title:
I have authority to bind the Corporation

THIS IS **EXHIBIT "O"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

Ontario ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND REGISTRY OFFICE #51

58239-0013 (LT)

PREPARED FOR JING1234
ON 2024/12/11 AT 09:44:04

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

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

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2000/11/20

OWNERS' NAMES
CBJ - CLEARVIEW GARDEN ESTATES INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2000/11/17 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2000/11/20 **						
RO130023	1961/03/20	TRANSFER EASEMENT			THE HYDRO-ELECTRIC POWER COMMISSION OF ONTARIO	C
	REMARKS: SKETCH ATTACHED.					
RO289265	1969/01/24	TRANSFER		*** COMPLETELY DELETED ***	AIKINS, GEORGE ARTHUR DAVID AIKINS, MARION JOY	
RO294298	1969/04/03	ORDER				C
SC1247067	2015/09/25	TRANSFER		*** COMPLETELY DELETED *** AIKINS, GEORGE ARTHUR DAVID AIKINS, MARION JOY	CLEARVIEW GARDEN ESTATES INC.	
	REMARKS: PLANNING ACT STATEMENTS.					
SC1258922	2015/11/05	CHARGE		*** COMPLETELY DELETED *** CLEARVIEW GARDEN ESTATES INC.	TSI GLOBAL LIMITED	
SC1751969	2021/02/04	DISCH OF CHARGE		*** COMPLETELY DELETED *** TSI GLOBAL LIMITED		
	REMARKS: SC1258922.					

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

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
SC1832937	2021/10/08	TRANSFER	$15,000,000	CLEARVIEW GARDEN ESTATES INC.	CBJ - CLEARVIEW GARDEN ESTATES INC.	C
	REMARKS: PLANNING ACT STATEMENTS.					
SC1832938	2021/10/08	CHARGE	$6,000,000	CBJ - CLEARVIEW GARDEN ESTATES INC.	1180554 ONTARIO LIMITED	C
SC1832939	2021/10/08	CHARGE	$13,001,142	CBJ - CLEARVIEW GARDEN ESTATES INC.	CLEARVIEW GARDEN ESTATES INC.	C
SC2049499	2024/04/12	TRANSFER OF CHARGE		CLEARVIEW GARDEN ESTATES INC.	FIRST GLOBAL FINANCIAL CORP.	C
	REMARKS: SC1832939.					
SC2051010	2024/04/22	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	RSM CANADA LIMITED	C
SC2058236	2024/05/28	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	TDB RESTRUCTURING LIMITED	C
	REMARKS: SC2058196, SC2051014, SC2051012, SC2051010, SC2051015					
SC2094551	2024/11/07	APL VESTING ORDER	$3,300,000	ONTARIO SUPERIOR COURT OF JUSTICE	1180554 ONTARIO LIMITED	

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

Ontario ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND REGISTRY OFFICE #51

58239-0014 (LT)

PREPARED FOR JING1234
ON 2024/12/11 AT 09:44:51

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

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

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2000/11/20

OWNERS' NAMES
CBJ - CLEARVIEW GARDEN ESTATES INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
*** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2000/11/17 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2000/11/20 **						
RO294298	1969/04/03	ORDER				C
51R27930	1998/08/14	PLAN REFERENCE				C
RO1390423	1998/09/01	TRANSFER		*** COMPLETELY DELETED ***	AIKINS, MARION JOY	
SC1247066	2015/09/25	TRANSFER		*** COMPLETELY DELETED *** AIKINS, MARION JOY	CLEARVIEW GARDEN ESTATES INC.	
REMARKS: PLANNING ACT STATEMENTS.						
SC1258922	2015/11/05	CHARGE		*** COMPLETELY DELETED *** CLEARVIEW GARDEN ESTATES INC.	TSI GLOBAL LIMITED	
SC1751969	2021/02/04	DISCH OF CHARGE		*** COMPLETELY DELETED *** TSI GLOBAL LIMITED		
REMARKS: SC1258922.						
SC1832937	2021/10/08	TRANSFER	$15,000,000	CLEARVIEW GARDEN ESTATES INC.	CBJ - CLEARVIEW GARDEN ESTATES INC.	C
REMARKS: PLANNING ACT STATEMENTS.						

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

Ontario ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND REGISTRY OFFICE #51

58239-0014 (LT)

PREPARED FOR JING1234
ON 2024/12/11 AT 09:44:51

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
SC1832938	2021/10/08	CHARGE	$6,000,000	CBJ - CLEARVIEW GARDEN ESTATES INC.	1180554 ONTARIO LIMITED	C
SC1832939	2021/10/08	CHARGE	$13,001,142	CBJ - CLEARVIEW GARDEN ESTATES INC.	CLEARVIEW GARDEN ESTATES INC.	C
SC2049499	2024/04/12	TRANSFER OF CHARGE		CLEARVIEW GARDEN ESTATES INC.	FIRST GLOBAL FINANCIAL CORP.	C
	REMARKS: SC1832939.					
SC2051012	2024/04/22	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	RSM CANADA LIMITED	C
SC2058236	2024/05/28	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	TDB RESTRUCTURING LIMITED	C
	REMARKS: SC2058196, SC2051014, SC2051012, SC2051010, SC2051015					
SC2094551	2024/11/07	APL VESTING ORDER	$3,300,000	ONTARIO SUPERIOR COURT OF JUSTICE	1180554 ONTARIO LIMITED	

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

Ontario ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND REGISTRY OFFICE #51

58239-0015 (LT)

PREPARED FOR JING1234
ON 2024/12/11 AT 09:45:35

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

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

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2000/11/20

OWNERS' NAMES
CBJ - CLEARVIEW GARDEN ESTATES INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2000/11/17 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2000/11/20 **						
RO294298	1969/04/03	ORDER				C
51R27930	1998/08/14	PLAN REFERENCE				C
RO1390422	1998/09/01	TRANSFER		*** COMPLETELY DELETED ***	AIKINS, GEORGE ARTHUR DAVID	
SC1247065	2015/09/25	TRANSFER		*** COMPLETELY DELETED *** AIKINS, GEORGE ARTHUR DAVID	CLEARVIEW GARDEN ESTATES INC.	
REMARKS: PLANNING ACT STATEMENTS.						
SC1258922	2015/11/05	CHARGE		*** COMPLETELY DELETED *** CLEARVIEW GARDEN ESTATES INC.	TSI GLOBAL LIMITED	
SC1751969	2021/02/04	DISCH OF CHARGE		*** COMPLETELY DELETED *** TSI GLOBAL LIMITED		
REMARKS: SC1258922.						
SC1832937	2021/10/08	TRANSFER	$15,000,000	CLEARVIEW GARDEN ESTATES INC.	CBJ - CLEARVIEW GARDEN ESTATES INC.	C
REMARKS: PLANNING ACT STATEMENTS.						

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

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
SC1832938	2021/10/08	CHARGE	$6,000,000	CBJ - CLEARVIEW GARDEN ESTATES INC.	1180554 ONTARIO LIMITED	C
SC1832939	2021/10/08	CHARGE	$13,001,142	CBJ - CLEARVIEW GARDEN ESTATES INC.	CLEARVIEW GARDEN ESTATES INC.	C
SC2049499	2024/04/12	TRANSFER OF CHARGE		CLEARVIEW GARDEN ESTATES INC.	FIRST GLOBAL FINANCIAL CORP.	C
	REMARKS: SC1832939.					
SC2051014	2024/04/22	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	RSM CANADA LIMITED	C
SC2058236	2024/05/28	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	TDB RESTRUCTURING LIMITED	C
	REMARKS: SC2058196, SC2051014, SC2051012, SC2051010, SC2051015					
SC2094551	2024/11/07	APL VESTING ORDER	$3,300,000	ONTARIO SUPERIOR COURT OF JUSTICE	1180554 ONTARIO LIMITED	

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

THIS IS **EXHIBIT "P"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

TRANS GLOBAL PARTNERS
A SOLID FUTURE

TALBOT CROSSING INC.

MIZUE FUKIAGE

I04317

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50165

AGREEMENT OF PURCHASE AND SALE

B E T W E E N:

TGP–TALBOT CROSSING INC.
a corporation incorporated under the laws of the Province of Ontario,
(hereinafter referred to as the "**Vendor**");

- and –

MIZUE FUKIAGE
(hereinafter referred to as the "**Purchaser**").

WHEREAS the Vendor is or has the right to become the beneficial owner of certain real property being those lands and premises located at 5980 Colonel Talbot Road, fronting on the East side of Colonel Talbot, in the City of London, In the Province of Ontario, In the Country of Canada and Legally Described as Part Lot 58 and 59 ETR Designated Part 1 33R9477; Subject to 871357 and Being Irregularly Shaped (the "**Property**");

AND WHEREAS the Vendor has agreed to sell and the Purchaser has agreed to purchase an undivided beneficial interest in the Property;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser an undivided 32/1162ND beneficial interest (the "**Interest**") in the Property.

2. The purchase price shall be THREE HUNDRED AND TWENTY THOUSAND DOLLARS ONLY ($320,000.00) of lawful money of Canada, payable in full on the 23RD DAY OF APRIL, 2021 (the "**Closing Date**"). The parties agree that the purchase price is exclusive of applicable harmonized sales tax (collectively, referred to herein as "**HST**") pursuant to the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended (the "**ETA**"). Inclusive to the purchase price, the Purchaser will be responsible for the payment of land transfer tax ("**LTT**") under the *Land Transfer Tax Act*, R.S.O., c.L.6, as amended (the "**LTTA**"), in the amount of THREE THOUSAND TWO HUNDRED AND TWENTY-SIX DOLLARS AND SIXTY CENTS ($3,226.60). The Purchaser covenants to make any and all necessary filings and remittances within the time periods required therefore under the provisions of the LTTA, and the regulations thereunder. The Purchaser hereby authorizes the Vendor on behalf of the Purchaser and with the Purchaser's funds, to make any and all remittances and filings within the time periods required therefore under the provisions of the LTTA relating to LTT pursuant to the LTTA required to be made by the Purchaser arising from its acquisition of the Interest.

3. The Interest in the Property is purchased on an "as is, where is" basis, with no representations or warranties by the Vendor, except as contained in Section 9.

4. Registered title to the Property shall be free and clear of any mortgage or charge whatsoever on the Closing Date. The Vendor shall pay and discharge any mortgage or lien which is not by this contract specifically assumed by the Purchaser. Title to the Property and to the Interest therein shall be subject to all charges, liens and encumbrances currently registered against title to the Property (other than any financial mortgage or charge which the Vendor is required to discharge), which, for purposes of greater certainty, shall include registered restrictions or covenants that run with the lands, registered municipal agreements and registered agreements with publicly regulated utilities, easements for the supply of domestic utility or telephone services to the Property or properties which are adjacent to the Property, easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the Property and the restrictions and reservations in the Crown patent.

5. The Purchaser acknowledges that registered title to the Property will be in the name of TALBOT CROSSING INC. (the "**Nominee**"), which shall execute an acknowledgement that it is holding registered title to the Interest on behalf of the Purchaser, as the beneficial owner thereof, as contemplated in the Co-Owners Agreement referred to below. The Purchaser covenants and agrees that he/she shall not register this Agreement, the Co-Owners Agreement, notice of this Agreement, notice of the Co-Owners Agreement, notice of the Interest, or any caution, against title to the Property, and that the provisions of this Section 5 shall survive forever the completion of the transaction of purchase and sale contemplated in this Agreement and shall not merge.

6. The Purchaser agrees that, concurrently with its execution and delivery of this Agreement, it shall execute and deliver a counterpart of the co-owners agreement in the form annexed hereto as Schedule "A" (the "**Co-Owners Agreement**"), which agreement shall govern, among other things, any future sale, financing and/or development of the Property and which provisions shall constitute the agreement among the Nominee, as the registered holder of title to the Property holding undivided interests therein for and on behalf of the owners of undivided beneficial interests in the Property, the Vendor, as operator of the Property appointed by the co-owners of undivided beneficial interests in the Property pursuant to the Co-Owners Agreement, the Purchaser, as the beneficial owner of the Interest, and all other co-owners of undivided beneficial interests in the Property from time to time who execute a counterpart of the Co-Owners Agreement. The Purchaser acknowledges that the Vendor shall have the right, but not the obligation, to retain an undivided beneficial interest in the Property and thus to be a Co-Owner.

7. The Purchaser hereby authorizes the Vendor to make any and all filings and remittances relating to HST pursuant to the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended (the "**ETA**"), including the regulations thereunder, arising from the acquisition by the Purchaser of the Interest. The Purchaser hereby specifically authorizes the Vendor, on behalf of the Purchaser, to make and file an election or elections jointly with the Vendor under subsection 273(1) of the ETA. The Purchaser hereby represents and warrants that it is a registrant for HST purposes under the provisions of the ETA, under the registration number set out below, or it is exempt from the requirement to be registered under the provisions of the ETA.

8. This Agreement shall be effective to create an interest in the Property only if the Vendor complies with the subdivision control provisions of the *Planning Act* (Ontario) on closing, and the Vendor covenants to proceed diligently at its expense to obtain any necessary consent by closing.

9. The Vendor hereby represents and warrants that it is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).

10. All notices required hereunder shall be in writing and may be served either personally upon the parties or by mail addressed to the parties at their respective last known addresses.

11. This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective heirs, administrators, executors, successors and assigns.

12. This Agreement shall supercede any and all previous discussions, representations, agreements or understandings made by or on behalf of either of the parties hereto for or relating to the purchase and sale of the Interest or otherwise relating to the Property.

13. Schedule "A" annexed hereto is an integral part of this Agreement and forms part hereof.

14. If the Purchaser is comprised of more than one person, all references to the "Purchaser" in this Agreement shall be references to such persons, and all covenants and obligations of such persons shall be joint and several.

15. Words importing the masculine gender include the feminine or neuter genders and words in the singular include the plural and vice versa. All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

16. This Agreement may be executed in any number of counterparts, by original or facsimile signature, with the same affect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same agreement.

17. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario.

18. Time shall be of the essence hereof.

19. The Purchaser hereby accepts the terms of this Agreement and agrees to be bound by the terms contained herein.

DATED at FUKUI, JAPAN, this 15TH DAY OF NOVEMBER, 2020, at ____ o'clock ___a.m./p.m.

✓ SIGNATURE OF WITNESS 内富博文

SIGNATURE OF WITNESS

HIROFUMI UCHITOMI
(Print Name)

吹上瑞枝 ★

SIGNATURE OF PURCHASER

MIZUE FUKIAGE
(Print Name)

HST Number: 82587 0934 RT0002

SIGNATURE OF WITNESS

(Print Name)

SIGNATURE OF PURCHASER

(Print Name)

HST Number:

✓

The Vendor hereby accepts the terms of this Agreement and agrees to be bound hereby.

DATED at MISSISSAUGA, CANADA, this 17th day of December, 2020 at _____ o'clock ____a.m./p.m.

SIGNATURE OF WITNESS

LINDA UENO
(Print Name)

INTEREST:
32/1162ND

TGP – TALBOT CROSSING INC.

Per: Tom P. Shields

Authorized Signing Officer
I have authority to bind the Corporation.

HST Number:
76552 3097 RT0001

SCHEDULE "A"

CO-OWNERS AGREEMENT

THIS CO-OWNERS AGREEMENT is made as of the 10TH DAY OF NOVEMBER, 2016.

A M O N G

TALBOT CROSSING INC.
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Nominee**")

OF THE FIRST PART

- and –

TGP–TALBOT CROSSING INC.
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Operator**")

OF THE SECOND PART

- and –

MIZUE FUKIAGE
(hereinafter referred to as the "**Purchaser**")

OF THE THIRD PART

- and –

All other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of this Agreement
(hereinafter collectively referred to as the "**Co-Owners**")

OF THE FOURTH PART

WHEREAS the Vendor has sold to the Purchaser, and the Purchaser has purchased from the Vendor, an undivided 32/1162ND beneficial interest (the "**Interest**") in the real property being those lands and premises located at 5980 Colonel Talbot Road, fronting on the East side of Colonel Talbot, in the City of London, In the Province of Ontario, In the Country of Canada and Legally Described as Part Lot 58 and 59 ETR Designated Part 1 33R9477; Subject to 871357 and Being Irregularly Shaped (the "**Property**"), pursuant to an agreement of purchase and sale made between the Purchaser and the Vendor;

AND WHEREAS the Nominee is the registered owner of the Property and has agreed to hold the aforesaid Property as nominee and bare trustee for and on behalf of the Co-Owners from time to time;

AND WHEREAS, for purposes of greater certainty, upon completion of the acquisition by the Purchaser of his respective Interest pursuant to the aforesaid agreement of purchase and sale, the Purchaser shall be deemed to be one of the Co-Owners under this Agreement;

AND WHEREAS every purchaser from the Vendor of an undivided beneficial interest in the Property will be required to execute a counterpart of this Agreement and be bound as a Co-Owner under this Agreement;

AND WHEREAS the parties hereto wish to enter into this Agreement in order to set forth certain matters regarding the Co-Owners' continued ownership of undivided beneficial interests in the Property and the provisions which are to govern their continued co-ownership and any future sale, financing and/or development of the Property.

NOW THEREFORE in consideration of the payment of the sum of One Dollar ($1.00) and other good and valuable consideration now paid by each party to the other, the receipt of which is hereby acknowledged, and of the premises and the mutual covenants herein contained, the parties hereto hereby covenant and agree as follows:

1. Definitions

For the purposes of this Agreement, the following terms shall be deemed to have the following meanings:

(a) "**this Agreement**", "**hereof**", and **words to like effect**, mean this Co-Owners agreement, as it may be amended, supplemented and/or restated from time to time;

(b) "**CRA**" means the Canada Revenue Agency establish under the *Income Tax Act*;

(c) "**Certificate of Interest**" means the form of certificate issued by the Nominee to a Co-Owner, following completion of the Co-Owner's acquisition of an Interest pursuant to his respective Purchase Agreement, pursuant to which the Nominee acknowledges that it holds registered title to the Property in trust for and on behalf of such Co-Owner, to the extent of such Co-Owner's respective Interest;

(d) "**Co-Owners**" means the owners from time to time of Interests, and shall include the Purchaser upon the completion of his acquisition of his respective

Interset pursuant to his respective Purchase Agreement, and "Co-Owner" means any of the Co-Owners. The Vendor shall have the right, but not the obligation, to retain an undivided beneficial interest in the Property in its discretion, and so long as it does, it shall be deemed to be a "Co-Owner" for the purposes of this Agreement;

(e) "***Excise Tax Act***" means the *Excise Tax Act* (Canada), as amended from time to time, including the regulations made pursuant thereto;

(f) "**HST**" means the harmonized sales tax payable pursuant to the *Excise Tax Act*;

(g) "***Income Tax Act***" means the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.), as amended from time to time, including the regulations made pursuant thereto;

(h) "**Interest**" means the undivided beneficial interest in the Property owned by a particular Co-Owner, and "Interests" means every Interest;

(i) "***Land Transfer Tax Act***" means the *Land Transfer Tax Act*, R.S.O. c.L.6, as amended;

(j) "**LTT**" means the land transfer tax payable pursuant to the *Land Transfer Tax Act*;

(k) "**Net Income**" shall have the meaning attributed thereto in Section 7(j);

(l) "**Nominee**" means TALBOT CROSSING INC.;

(m) "**Operator**" means the Vendor;

(n) "**Ordinary Resolution**" means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 51% of the aggregate Interests in the Property;

(o) "**Property**" means the real property legally described on Appendix I annexed hereto;

(p) "**Purchase Agreement**" means the form of agreement of purchase and sale entered into among the Vendor, as vendor, and each Co-Owner (other than the Vendor), as purchaser, pursuant to which each Co-Owner agreed to acquire its respective undivided beneficial Interest in the Property;

(q) "**Special Resolution**" means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 80% of the aggregate Interests in the Property;

(r) "**Vendor**" means TGP-TALBOT CROSSING INC., a corporation incorporated under the laws of the Province of Ontario.

2. Interpretation

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) the division of this Agreement into Articles, paragraphs, subparagraphs and appendices and the insertion of headings are provided for convenience only and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;

(b) all references to currency herein are references to lawful money of Canada;

(c) any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time and to any statute or regulation that may be passed which has the effect of supplementing or superceding the statute so referred to or the regulations made pursuant thereto;

(d) any reference to an entity shall include and shall be deemed to be a reference to any entity that is a successor to such entity;

(e) words importing the masculine gender include the feminine or neuter genders and words in the singular include the plural and vice versa; and

(f) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

3. Title

Legal title to the Property shall at all times be held in the name of the Nominee, which shall hold the same as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests.

4. Mailing Addresses

The mailing address of the Nominee and of the Operator shall be 77 City Centre Drive, Suite 602, Mississauga, Ontario, Canada L5B 1M5, provided that the Nominee and/or the Operator may change its mailing address from time to time by giving notice to that effect from time to time to all Co-Owners, pursuant to the notice provisions contained in this Agreement.

5. Warranties of the Nominee

The Nominee represents and warrants to each of the Co-Owners that:

(a) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(b) it has and shall continue to have to requisite capacity and corporate authority to act as Nominee and to perform its obligations under this Agreement; and

(c) it shall not carry on any business other than for the purposes set forth in this Agreement.

6. Operation and Management of the Property

The Co-Owners hereby appoint the Operator as the operator of the Property. Subject to those matters requiring an Ordinary Resolution, the Operator shall have full power and authority to administer, manage, control, operate, finance, refinance, develop, lease, grant easements and other rights in, under and over, and sell, the Property and to do any act, take any proceeding, make any decision and execute and deliver and swear to any instrument, deed, agreement, affidavit or document necessary for or incidental to any of the foregoing, for and on behalf and in the name of the Co-Owners. No person dealing with the Operator will be required to enquire into the authority of the Operator to do any act, take any proceeding, make any decision or execute and deliver any instrument, deed, agreement or document for or on behalf or in the name of the Co-Owners.

7. Specific Powers of the Operator

Without limiting the generality of the provisions of Section 6 hereof, but subject to those matters requiring an Ordinary Resolution, it is acknowledged and agreed that the Operator is authorized at all times for and on behalf of and without further authority from the Co-Owners:

(a) to engage such professional advisers as the Operator considers advisable in order to perform its duties hereunder;

(b) to open and operate a separate bank account in respect of the Property in a Canadian chartered bank or trust company, into which all rentals and other income earned from the Property shall be deposited and out of which all expenses properly relating to the Property shall be paid;

(c) to execute, deliver and carry out all other agreements which require execution by or on behalf of the Co-Owners or the Nominee, including without limitation, development agreements, site plan agreements, easements and rights of way;

(d) to enter lease and/or tenancy arrangements in respect of the Property and to collect all rentals and other income therefrom, provided that nothing herein shall constitute a guarantee by the Operator of the payment of any rent by tenants;

(e) to pay all taxes, fees and other expenses relating to the orderly maintenance and management of the Property;

(f) to commence or to defend on behalf of the Co-Owners, the Nominee, or itself, any and all actions and other proceedings pertaining to the Property or to the Co-Owners;

(g) to determine the amount and type of insurance coverage, if any, to be maintained in order to protect the Property and the Co-Owners from all usual perils of the type covered in respect of comparable properties and in order to comply with the requirements of any lenders of funds;

(h) to employ and pay and discharge on behalf of the Co-Owners all servants, employees or contractors necessary to be employed in the management and operation of the Project;

(i) to contract on behalf of the Co-Owners for water, gas, electricity and other services and commodities necessary for the operation and maintenance of the Property; and

(j) to distribute the Net Income from the ownership, operation, use, financing, refinancing, and/or sale of the Property to each Co-Owner, proportionate to its respective Interest. For the purposes of this Agreement, "Net Income" shall mean the gross receipts derived from the Property, received by or on behalf of the Co-Owners from the ownership, operation, use, financing, refinancing, sale, and/or development of the Property minus the aggregate of all proper expenses and charges incurred in connection therewith, calculated on an accrual basis, including:

(i) payment of principal and interest owing to mortgagees or other encumbrancers, or other lenders;

(ii) realty taxes, assessments, charges or levies made by any duly constituted governmental or statutory authority, due and owing and secured by a right or apparent right to claim a lien or charge upon the Interests, or any of them, or the Property, and money due and owing from improvements to the Property secured by a lien or charge in favour of materialmen or workmen or trade contractors or other like persons or corporations upon the Interests, or any of them, or the Property;

(iii) all costs and expenses of any sale, financing or refinancing;

(iv) all development costs and expenses;

(v) all costs and expenses of operating, maintaining, leasing, managing, using, and/or developing the Property, and the costs and expenses of repair;

(vi) lighting, electricity and public utilities costs and expenses;

(vii) professional fees reasonably attributed to the Property, its operation, use, financing, refinancing, sale and/or development;

(viii) all other costs, expenses or disbursements which are properly attributable to the Property, except payments to the Co-Owners on account of capital or distribution of Net Income; and

(ix) reserves in such amount as deemed appropriate by the Operator from time to time, including without limitation for the purposes of

replacement of major equipment, major renovations and repairs, leasehold improvements, marketing costs and any other reserves normally required for the prudent operation, use, financing, refinancing, sale and/or development of a like property.

Each Co-Owner shall have a proportionate beneficial interest in all of the gross cash receipts derived from the Property and shall be responsible for its proportionate interest of the expenses and charges incurred in connection with the Property, in each case proportionate to its respective Interest. Each Co-Owner hereby irrevocably directs the Operator to pay its proportionate share of such expenses and charges out of its proportionate share of such gross cash receipts.

The Operator may, in its discretion, but shall be under no obligation, to lend money to the Co-Owners for the purposes of the Property. The terms and conditions of any such loan shall be determined by the Operator.

8. Authority to Withhold

The Operator is authorized to withhold any amounts required to be withheld from any distribution or other payment to a Co-Owner pursuant to the provisions of the *Income Tax Act* and to make payment of any such amount on behalf of a Co-Owner to the CRA, as may be required by law.

9. Powers Exercisable by Ordinary Resolution

The following powers shall only be exercisable by Ordinary Resolution passed by the Co-Owners:

(a) approving the sale or exchange in a single transaction of all of the Interests and the Property, pursuant to Section 19 hereof;

(b) approving a proposal to develop the Property pursuant to Section 18; and

(c) subject to Section 17, consenting to the amendment of this Agreement;

10. Power Exercisable by Special Resolution

The following power shall only be exercisable by Special Resolution passed by the Co-Owners:

(a) at any time following November 10, 2024, terminating the appointment of the Operator and appointing a new operator from time to time.

11. Transfers of Interest

No Co-Owner shall sell, transfer, mortgage or otherwise encumber or dispose of its Interest in the Property, except in compliance with the registration and prospectus requirements of the *Securities Act* (Ontario) and any other applicable securities legislation, and in accordance with the provisions of this Agreement. The Operator shall record the names and address of the Co-Owners, the Interest held by each of the Co-Owners and particulars of transfers of Interests.

Interests may be assigned and transferred by a Co-Owner or his agent duly authorized in writing if the following conditions are satisfied:

(a) the transferee has delivered to the Operator an executed assignment and transfer of the Interest in such form as may be acceptable to the Operator;

(b) the transferee has agreed in writing in such form as may be acceptable to the Operator, to be bound by the terms of this Agreement and to assume the obligations of the transferring Co-Owner under this Agreement in respect of the Interest being assigned and transferred to him;

(c) the transferee delivers or causes to be delivered to the Operator the Certificate of Interest issued pursuant to this Agreement for the Interest being assigned and transferred, duly endorsed for transfer by the transferring Co-Owner;

(d) the transferee pays such costs, expenses and disbursements, including legal fees, as are reasonably incurred by the Operator by reason of the assignment and transfer;

(e) the transferee pays all applicable HST pursuant to the *Excise Tax Act*, and all applicable LTT pursuant to the *Land Transfer Tax Act*, and makes any and all necessary filings and remittances within the time periods required therefor under the provisions of the *Excise Tax Act* and the *Land Transfer Tax Act* and the respective regulations thereunder;

(f) the transferring Co-Owner shall either provide the transferee with evidence reasonably satisfactory to the transferee that the transferring Co-Owner is not then a "non-resident" of Canada within the meaning of the *Income Tax Act* (Canada) or provide the transferee with a certificate pursuant to subsection 116(2) of the *Income Tax Act* (Canada) with a certificate limit in an amount not less than the purchase price for the Interest being assigned and transferred; provided that if such evidence or certificate is not forthcoming, the transferee shall be entitled to make the payment of tax required under section 116 of the *Income Tax Act* (Canada) and to deduct such payment from the purchase price for the Interest being assigned and transferred; and

(g) such other requirements as may be required by law (including compliance by the transferring Co-Owner with the provisions of the *Securities Act* (Ontario) to the extent applicable and any other applicable securities law), or as may be reasonably required by the Operator, are satisfied.

When a transferee of an Interest is entitled to become a Co-Owner pursuant to the provisions hereof, the Operator will:

(a) record a transfer of the Interest;

(b) forward a notice of the transfer of the Interest to the transferee; and

(c) forward a Certificate of Interest to the transferee in respect of the Interest so transferred.

12. Operator Not Bound to See to Trust or Equity

The Operator shall not be bound to see to the execution of any trust, express, implied or constructive, or any charge, pledge or equity to which any Interest is subject, or to ascertain or inquire whether any sale or transfer of any such Interest by any Co-Owner or by his personal representatives is authorized by such trust, charge, pledge or equity, or to recognize any person having any interest therein except for the person or persons recorded as such Co-Owner.

13. Incapacity, Death, Insolvency or Bankruptcy

Where a person becomes entitled to an Interest on the incapacity, death, insolvency or bankruptcy of a Co-Owner or otherwise by operation of law, in addition to the requirements of Section 11 hereof, that person will not be recorded as or become a Co-Owner until:

(a) he produces evidence satisfactory to the Operator of such entitlement;

(b) he has agreed in writing, in form satisfactory to the Operator, to be bound by he terms of this Agreement and to assume the obligations of a Co-Owner under this Agreement; and

(c) he has delivered such other evidence, approvals and consents in respect of such entitlement as the Operator may require and as may be required by applicable law or by this Agreement.

14. Certificate of Interests

An Certificate of Interest shall be in such form as is from time to time approved by the Operator and shall be signed by the Nominee and shall not be valid unless countersigned by the Operator.

15. Lost Certificate of Interests

Where a Co-Owner claims that the Certificate of Interest representing his Interest has been defaced, lost, apparently destroyed or wrongly taken, the Operator may cause a new Certificate of Interest to be issued, provided that the Co-Owner files with the Operator an indemnity or indemnity bond in such form and in such amount as is satisfactory to the Operator and Nominee to protect the Operator, the Nominee and the Co-Owners from any loss, cost or damage that they may incur or suffer by complying with the request to issue a new Certificate of Interest, and provided further that the Co-Owner satisfies all other reasonable requirements imposed by the Operator, including delivery of a form of proof of loss.

16. Books and Records

The Operator will keep or cause to be kept on behalf of the Co-Owners at the Operator's principal place of business in Ontario:

(a) full and accurate books of account and records reflecting the receipts and expenditures relating to the Property; and

(b) a record of Co-Owners setting out the name and address of each of Co-Owner and the Interest held by each Co-Owner.

17. Amendment of Agreement

This Agreement may be amended in writing on the initiative of the Operator with the consent of the Co-Owners given by Ordinary Resolution. The Operator may, without prior notice to or consent from the Co-Owners, amend any provision of this Agreement from time to time:

(a) to cure an ambiguity or to correct or supplement any provision contained herein which, in the reasonable opinion of the Operator, may be defective or inconsistent with any other provision contained herein, and with respect to which the cure, correction or supplemental provision does not and will not substantially adversely affect the Interests of the Co-Owners; or

(b) to make such other provisions in regard to matters or questions arising under this Agreement which, in the reasonable opinion of the Operator, do not and will not substantially adversely affect the Interest of the Co-Owners.

The Co-Owners will be notified of full details of such amendments to this Agreement within thirty (30) days of the effective date of the proposed amendment.

18. Development of the Property

Any proposal to develop the Property received by the Operator from a developer (which developer may include the Vendor) which the Operator supports, shall be presented to all of the Co-Owners. If the Co-Owners shall approve of such development proposal by Ordinary Resolution, then the Operator shall be irrevocably entitled to proceed with such proposal, which shall form the basis of a development plan which shall be drawn up with the assistance of the Operator, subject to all such amendments as may generally be required to be made thereto, in the discretion of the Operator.

19. Sale of the Property

An offer to purchase 100% of the Interests and the Property received by the Operator, which the Operator supports, shall be presented to all of the Co-Owners. If such offer to purchase is accepted by the Co-Owners by way of Ordinary Resolution, then the Operator and/or the Nominee shall have the right and authority to accept such offer, which acceptance shall be binding upon all of the Co-Owners.

20. HST and LTT

Each of the Co-Owners hereby authorizes the Operator to make any and all filings and/or remittances relating to HST arising out of the purchase by each Co-Owner from the Vendor of his respective Interest in the Property, as well as HST arising out of the management and operation of the Property. In executing the Purchase Agreement, each Co-Owner has authorized the Vendor, on its behalf, to make an file an election or elections jointly with the Vendor under subsection 273(1) of the *Excise Tax Act*.

For purposes of greater certainty, each of the Co-Owners hereby authorizes the Operator to carry out any HST reporting or filing obligations that are required or available to the Co-Owners in respect of their Interests. Such authority shall include the execution of any documents that have to be or which may be advisable to be executed under the *Excise Tax Act*.

Each of the Co-Owners hereby authorizes the Operator to make any and all filings and/or remittances, from funds provided by the Co-Owner, relating to LTT arising out of the purchase by each Co-Owner from the Vendor of his respectived Interest in the Property. For purposes of greater certainty, each of the Co-Owners hereby authorizes the Operator on behalf of the Co-Owner and with the Co-Owner's funds to make any and all remittances and filings within the time period required therefor under the provisions of the *Land Transfer Tax Act* relating to LTT pursuant to the *Land Transfer Tax Act* required to be made by the Co-Owner arising from the acquisition and/or ownership of the Interest.

21. Power of Attorney

Each of the Co-Owners acknowledges and agrees that the covenants and obligations between the Vendor (whether in its capacity as "Operator" or otherwise) contemplated in clause 7 of the Purchase Agreement and the provisions of this Agreement, have been made for valuable consideration, the sufficiency and receipt whereof is hereby confirmed and acknowledged. Each Co-Owner hereby irrevocably nominates, constitutes and appoints each of the Operator and the Nominee, acting alone or together, with full power of substitution, as his true and lawful attorney and agent with full power and authority in his name, place and stead, for his use and benefit to do the following, as fully and effectually as the Co-Owner could do if personally performed including, without limitation:

(a) execute and deliver all such documents or instruments on behalf of and in the name of the Co-Owners, or any of them, as may be deemed necessary by the Operator to carry out fully the provisions of this Agreement in accordance with its terms;

(b) execute, swear to, acknowledge, deliver, file and/or remit to or with the Ministry of Finance (Ontario) pursuant to the *Land Transfer Tax Act*, as amended, all necessary returns and reittances in connection with the acquisition by the Co-Owners of their respective Interests in the Property;

(c) execute, swear to, acknowledge, deliver and file and/or remit to or with the CRA, all necessary instruments, declarations, certificates and other documents, and remittances relating to HST;

(d) execute, swear to, acknowledge, deliver and file as and where required any election made pursuant to subsection 273(1) of the *Excise Tax Act* as contemplated in each Purchase Agreement;

(e) execute and deliver all conveyances, agreements, documents and other instruments pertaining to the sale, development, redevelopment, financing, refinancing or leasing of the Property as the Operator determines is in the best interests of the Co-Owners; and

(f) execute, swear to, acknowledge, deliver and file any and all CRA non-resident personal income tax returns and HST returns.

Each Co-Owner acknowledges and confirms that the power of attorney granted herein is irrevocable, is a power coupled with an interest, will survive the death, disability or other legal incapacity of the Co-Owner and will survive the assignment (to the extent of the Co-Owner's obligations hereunder) by the Co-Owner of the whole or any part of his Interest and extends to the heirs, executors, administrators, successors and assigns of the Co-Owner and may be exercised by the Operator or the Nominee, acting alone or together, executing on behalf of the Co-Owners, or any of them, any instrument, by listing all of the Co-Owners to be bound by such instrument with a single signature as attorney and agent for all of them, or otherwise. Each of the Co-Owners agrees to be bound by any representations and actions made or taken in good faith by the Nominee and/or the Operator pursuant to such power of attorney in accordance with the terms hereof and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the Nominee or the Operator taken in good faith under such power of attorney.

22. Indemnification

Each of the Co-Owners agrees, severally and not jointly or jointly and severally, to indemnify and hold harmless the Operator and the Nominee from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees) incurred by the Vendor or the Nominee, or by any one or more attorneys appointed by it or them under the power to substitute pursuant to the power of attorney provision contained in Section 21 above, by reason of acts, omissions or alleged acts or omissions arising out of the activities of the Operator or the Nominee on behalf of the Co-Owners or in furtherance of the Interests of the Co-Owners but only if the acts, omissions or the alleged acts or omissions in respect of which any actual or threatened action, proceeding or claim are based, were performed in good faith and were not performed or omitted fraudulently or in bad faith or as a result of the negligence of the Operator or the Nominee.

23. Becoming a Co-Owner

Each of the Co-Owners agrees that, by his execution of a counterpart of this Agreement, and upon the completion of his acquisition of his Interest from the Vendor pursuant to the Purchase Agreement, he shall be deemed to be a Co-Owner, and the provisions of this Agreement shall constitute an agreement among the Vendor, the Nominee, such Co-Owner and all other Co-Owners from time to time. The Co-Owners acknowledge and agree that the Vendor shall have the right, but not the obligation, to retain an undivided beneficial Interest in the Property, to whatever extent it wishes from time to time, and the Vendor will therefore be a Co-Owner to the extent that it retains any such Interest.

24. Competing Interests

Each of the Co-Owners, the Operator and the Nominee is entitled, without the consent of any of the others of them, to carry on any business or activity of the same nature and competing with that of the Co-Owners, and is not liable to account to any of the other of them.

25. Notices

Any notice, communication or payment required or permitted to be given to the Nominee, the Operator or the Co-Owners hereunder shall be in writing and shall be given by delivery or by mailing to same to be addressed as follows:

(a) To the Nominee or the Operator at its respective mailing address provided in Section 4 above.

(b) To each Co-Owner at his last address shown on the records maintained by the Operator.

Any notice, communication or payment delivered as aforesaid shall be in the English language but may be accompanied by an unofficial translation and shall be deemed to have been given to the addressee on the day of delivery or, if mailed as aforesaid, shall be deemed to have been given to the addressee on fifth (5^{th}) business day following the date of deposit thereof in the Japanese mail service, provided that, for such purposes, no day during which there shall be a strike or other occurrence which shall interfere with normal mail services shall be considered a business day. Accidental or inadvertent omission or failure to give any notice, communication or payment required or permitted to be given to any Co-Owner shall not affect the validity or legality of any proceeding or action undertaken in respect thereof.

26. Further Acts

The parties hereto agree to execute and deliver such further and other documents and to perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

27. Binding Effect

Subject to the restrictions on assignment and transfer herein contained, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and assigns.

28. Severability

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

29. Counterparts

This Agreement may be executed in any number of counterparts, by original or facsimile signature, with the same affect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same agreement.

30. Reference Date

This Agreement is dated for reference purposes as of the 10TH DAY OF NOVEMBER, 2016.

31. Time

Time shall be of the essence hereof.

32. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, in the Country of Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

33. No Intention to Create a Partnership

The Co-Owners acknowledge, agree and declare that the entering into of this Agreement does not, and is not intended to, create a partnership, for either legal, income tax, accounting or other purposes. The Co-Owners further declare nothing herein is to be construed as a limitation of the powers or rights of any Co-Owner to carry on its separate respective activities. Except for the Operator as contemplated in this Agreement, none of the Co-Owners shall have the right to bind any of the other Co-Owners, transact any business in any of the other Co-Owners' names or on their behalf or incur any liability for or on behalf of any of the other Co-Owners. The Co-Owners agree that they shall each report their income or loss arising from the ownership of their Interests, for both accounting and income tax purposes, and to the applicable taxing authorities, as co-venturers independent of one another, and not as partners in a partnership.

IN WITNESS WHEREOF this Agreement is executed as of the day and year first above written.

Vendor:

TGP–TALBOT CROSSING INC.

Per: _____
Authorized Signing Officer

I have authority to bind the Corporation.

Nominee:

TALBOT CROSSING INC.

Per: _____
Authorized Signing Officer

I have authority to bind the Corporation.

Witness:

✓ 内富博文

(Print Name) **HIROFUMI UCHITOMI**

Co-Owner:

吹上瑞枝 ★

(Print Name) **MIZUE FUKIAGE**

Interest: **32/1162ND**

✓

CERTIFICATE OF INTEREST

Cert. No. **TCX2021042350165** Interest: 32/1162ND

ID. 50165 UDI. TCX653-TCX684

This is to certify that **MIZUE FUKIAGE** is the owner of an undivided beneficial 32/1162ND interest (the "**Interest**") representing a value of THREE HUNDRED AND TWENTY THOUSAND DOLLARS ONLY of lawful money of Canada (C$ 320,000.00) in the real property being those lands and premises located at 5980 Colonel Talbot Road, fronting on the East side of Colonel Talbot, in the City of London, In the Province of Ontario, In the Country of Canada and Legally Described as Part Lot 58 and 59 ETR Designated Part 1 33R9477; Subject to 871357 and Being Irregularly Shaped (the "**Property**") and that TALBOT CROSSING INC., as the registered holder of title to the Property, declares and acknowledges that it is holding title to the Property for and on behalf of MIZUE FUKIAGE, to the extent of the Interest.

Reference is made to the co-owners agreement (the "**Agreement**") dated for reference as of the 10TH DAY OF NOVEMBER 2016 among TGP–TALBOT CROSSING INC., TALBOT CROSSING INC., the owner of the Interest named within the Certificate of Interest, and all other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of the Agreement. The Agreement provides for certain rights and obligations of the owners of undivided beneficial interest in the Property.

This Certificate and the Interest represented hereby are not transferable by delivery but only by the registered holder hereof, or by his agent duly authorized in writing, upon compliance with the provisions of the Agreement, including delivery to TGP–TALBOT CROSSING INC. at its principal office in Mississauga, Ontario, of this Certificate properly endorsed together with a transfer in the form required by TGP–TALBOT CROSSING INC. duly executed.

IN WITNESS WHEREOF TALBOT CROSSING INC. and TGP–TALBOT CROSSING INC. have caused this Certificate to be signed by their duly authorized officers.

DATED: 2021-04-23

TALBOT CROSSING INC.

Per: Tim P. Shields

Authorized Signing Officer

TGP–TALBOT CROSSING INC.

Per: Tim P. Shields

Authorized Signing Officer

JP 50168
6/26/2017

TRANS GLOBAL PARTNERS
A SOLID FUTURE

TALBOT CROSSING INC.

MIZUE FUKIAGE

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AGREEMENT OF PURCHASE AND SALE

B E T W E E N:

TGP - TALBOT CROSSING INC.,
a corporation incorporated under the laws of the Province of Ontario,
(hereinafter referred to as the "**Vendor**");

- and –

MIZUE FUKIAGE,
(hereinafter referred to as the "**Purchaser**").

WHEREAS the Vendor is or has the right to become the beneficial owner of certain real property being those lands and premises located at 5980 Colonel Talbot Road, fronting on the East side of Colonel Talbot, in the City of London, In the Province of Ontario, In the Country of Canada and Legally Described as Part Lot 58 and 59 ETR Designated Part 1 33R9477; Subject to 871357 and Being Irregularly Shaped

(the "**Property**");

AND WHEREAS the Vendor has agreed to sell and the Purchaser has agreed to purchase an undivided beneficial interest in the Property;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser an undivided 26/1162ND beneficial interest (the "**Interest**") in the Property.

2. The purchase price shall be TWO HUNDRED SIXTY THOUSAND DOLLARS ONLY ($260,000.00) of lawful money of Canada, payable in full on the 18TH day of AUGUST 2017 (the "**Closing Date**"). The parties agree that the purchase price is exclusive of applicable harmonized sales tax (collectively, referred to herein as "**HST**") pursuant to the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended (the "**ETA**"). Inclusive to the purchase price, the Purchaser will be responsible for the payment of land transfer tax ("**LTT**") under the *Land Transfer Tax Act*, R.S.O., c.L.6, as amended (the "**LTTA**"), in the amount of TWO THOUSAND THREE HUNDRED THIRTY-NINE DOLLARS AND NINETY CENTS ($2,339.90). The Purchaser covenants to make any and all necessary filings and remittances within the time periods required therefore under the provisions of the LTTA, and the regulations thereunder. The Purchaser hereby authorizes the Vendor on behalf of the Purchaser and with the Purchaser's funds, to make any and all remittances and filings within the time periods required therefore under the provisions of the LTTA relating to LTT pursuant to the LTTA required to be made by the Purchaser arising from its acquisition of the Interest.

TCX685-TCX710-50168

3. The Interest in the Property is purchased on an "as is, where is" basis, with no representations or warranties by the Vendor, except as contained in Section 9.

4. Registered title to the Property shall be free and clear of any mortgage or charge whatsoever on the Closing Date. The Vendor shall pay and discharge any mortgage or lien which is not by this contract specifically assumed by the Purchaser. Title to the Property and to the Interest therein shall be subject to all charges, liens and encumbrances currently registered against title to the Property (other than any financial mortgage or charge which the Vendor is required to discharge), which, for purposes of greater certainty, shall include registered restrictions or covenants that run with the lands, registered municipal agreements and registered agreements with publicly regulated utilities, easements for the supply of domestic utility or telephone services to the Property or properties which are adjacent to the Property, easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the Property and the restrictions and reservations in the Crown patent.

5. The Purchaser acknowledges that registered title to the Property will be in the name of TALBOT CROSSING INC. (the "**Nominee**"), which shall execute an acknowledgement that it is holding registered title to the Interest on behalf of the Purchaser, as the beneficial owner thereof, as contemplated in the Co-Owners Agreement referred to below. The Purchaser covenants and agrees that he/she shall not register this Agreement, the Co-Owners Agreement, notice of this Agreement, notice of the Co-Owners Agreement, notice of the Interest, or any caution, against title to the Property, and that the provisions of this Section 5 shall survive forever the completion of the transaction of purchase and sale contemplated in this Agreement and shall not merge.

6. The Purchaser agrees that, concurrently with its execution and delivery of this Agreement, it shall execute and deliver a counterpart of the co-owners agreement in the form annexed hereto as Schedule "A" (the "**Co-Owners Agreement**"), which agreement shall govern, among other things, any future sale, financing and/or development of the Property and which provisions shall constitute the agreement among the Nominee, as the registered holder of title to the Property holding undivided interests therein for and on behalf of the owners of undivided beneficial interests in the Property, the Vendor, as operator of the Property appointed by the co-owners of undivided beneficial interests in the Property pursuant to the Co-Owners Agreement, the Purchaser, as the beneficial owner of the Interest, and all other co-owners of undivided beneficial interests in the Property from time to time who execute a counterpart of the Co-Owners Agreement. The Purchaser acknowledges that the Vendor shall have the right, but not the obligation, to retain an undivided beneficial interest in the Property and thus to be a Co-Owner.

7. The Purchaser hereby authorizes the Vendor to make any and all filings and remittances relating to HST pursuant to the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended (the "**ETA**"), including the regulations thereunder, arising from the acquisition by the Purchaser of the Interest. The Purchaser hereby specifically authorizes the Vendor, on behalf of the Purchaser, to make and file an election or elections jointly with the Vendor under subsection 273(1) of the ETA. The Purchaser hereby represents and warrants that it is a registrant for HST purposes under the provisions of the ETA, under the registration number set out below, or it is exempt from the requirement to be registered under the provisions of the ETA.

8. This Agreement shall be effective to create an interest in the Property only if the Vendor complies with the subdivision control provisions of the *Planning Act* (Ontario) on closing, and the Vendor covenants to proceed diligently at its expense to obtain any necessary consent by closing.

9. The Vendor hereby represents and warrants that it is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).

10. All notices required hereunder shall be in writing and may be served either personally upon the parties or by mail addressed to the parties at their respective last known addresses.

11. This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective heirs, administrators, executors, successors and assigns.

12. This Agreement shall supercede any and all previous discussions, representations, agreements or understandings made by or on behalf of either of the parties hereto for or relating to the purchase and sale of the Interest or otherwise relating to the Property.

13. Schedule "A" annexed hereto is an integral part of this Agreement and forms part hereof.

14. If the Purchaser is comprised of more than one person, all references to the "Purchaser" in this Agreement shall be references to such persons, and all covenants and obligations of such persons shall be joint and several.

15. Words importing the masculine gender include the feminine or neuter genders and words in the singular include the plural and vice versa. All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

16. This Agreement may be executed in any number of counterparts, by original or facsimile signature, with the same affect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same agreement.

TCX685-TCX710-50168

17. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario.

18. Time shall be of the essence hereof.

19. The Purchaser hereby accepts the terms of this Agreement and agrees to be bound by the terms contained herein.

DATED at FUKUI, JAPAN, this 20TH day of DECEMBER 2016, at ____ o'clock ___a.m./p.m.

✓ SIGNATURE OF WITNESS

SIGNATURE OF WITNESS

CHIAKI HAYASHI
(Print Name)

Mizue Fukiage ★

SIGNATURE OF PURCHASER

MIZUE FUKIAGE
(Print Name)

HST Number: 82587 0934 RT0002

SIGNATURE OF WITNESS

(Print Name)

SIGNATURE OF PURCHASER

(Print Name)

HST Number:

TCX685-TCX710-50168

✓

The Vendor hereby accepts the terms of this Agreement and agrees to be bound hereby.

DATED at Mississauga, Canada, this 26th day of June, 2017, at _____ o'clock ____a.m./p.m.

SIGNATURE OF WITNESS

Yukiko Morimitsu
(Print Name)

INTEREST: 26/1162ND

TGP - TALBOT CROSSING INC.

Per: D. Lane.

Authorized Signing Officer
I have authority to bind the Corporation.

HST Number:
76552 3097 RT0001

SCHEDULE "A"

CO-OWNERS AGREEMENT

THIS CO-OWNERS AGREEMENT is made as of 10TH day of November 2016.

A M O N G

TALBOT CROSSING INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Nominee**")

OF THE FIRST PART

- and –

TGP - TALBOT CROSSING INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Operator**")

OF THE SECOND PART

- and –

MIZUE FUKIAGE,
(hereinafter referred to as the "**Purchaser**")

OF THE THIRD PART

- and –

All other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of this Agreement
(hereinafter collectively referred to as the "**Co-Owners**")

OF THE FOURTH PART

WHEREAS the Vendor has sold to the Purchaser, and the Purchaser has purchased from the Vendor, an undivided 26/1162ND beneficial interest (the "**Interest**") in the real property being those lands and premises located at 5980 Colonel Talbot Road, fronting on the East side of Colonel Talbot, in the City of London, In the Province of Ontario, In the Country of Canada and Legally Described as Part Lot 58 and 59 ETR Designated Part 1 33R9477; Subject to 871357 and Being Irregularly Shaped (the "**Property**"), pursuant to an agreement of purchase and sale made between the Purchaser and the Vendor;

AND WHEREAS the Nominee is the registered owner of the Property and has agreed to hold the aforesaid Property as nominee and bare trustee for and on behalf of the Co-Owners from time to time;

AND WHEREAS, for purposes of greater certainty, upon completion of the acquisition by the Purchaser of his respective Interest pursuant to the aforesaid agreement of purchase and sale, the Purchaser shall be deemed to be one of the Co-Owners under this Agreement;

AND WHEREAS every purchaser from the Vendor of an undivided beneficial interest in the Property will be required to execute a counterpart of this Agreement and be bound as a Co-Owner under this Agreement;

AND WHEREAS the parties hereto wish to enter into this Agreement in order to set forth certain matters regarding the Co-Owners' continued ownership of undivided beneficial interests in the Property and the provisions which are to govern their continued co-ownership and any future sale, financing and/or development of the Property.

NOW THEREFORE in consideration of the payment of the sum of One Dollar ($1.00) and other good and valuable consideration now paid by each party to the other, the receipt of which is hereby acknowledged, and of the premises and the mutual covenants herein contained, the parties hereto hereby covenant and agree as follows:

1. Definitions

For the purposes of this Agreement, the following terms shall be deemed to have the following meanings:

(a) **"this Agreement"**, **"hereof"**, and **words to like effect**, mean this Co-Owners agreement, as it may be amended, supplemented and/or restated from time to time;

(b) "**CRA**" means the Canada Revenue Agency establish under the *Income Tax Act*;

(c) "**Certificate of Interest**" means the form of certificate issued by the Nominee to a Co-Owner, following completion of the Co-Owner's acquisition of an Interest pursuant to his respective Purchase Agreement, pursuant to which the Nominee acknowledges that it holds registered title to the Property in trust for and on behalf of such Co-Owner, to the extent of such Co-Owner's respective Interest;

(d) "**Co-Owners**" means the owners from time to time of Interests, and shall include the Purchaser upon the completion of his acquisition of his respective Interset pursuant to his respective Purchase Agreement, and "Co-Owner" means any of the Co-Owners. The Vendor shall have the right, but not the obligation, to retain an undivided beneficial interest in the Property in its discretion, and so long as it does, it shall be deemed to be a "Co-Owner" for the purposes of this Agreement;

(e) "***Excise Tax Act***" means the *Excise Tax Act* (Canada), as amended from time to time, including the regulations made pursuant thereto;

(f) "**HST**" means the harmonized sales tax payable pursuant to the *Excise Tax Act*;

(g) "***Income Tax Act***" means the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.), as amended from time to time, including the regulations made pursuant thereto;

(h) "**Interest**" means the undivided beneficial interest in the Property owned by a particular Co-Owner, and "Interests" means every Interest;

(i) "***Land Transfer Tax Act***" means the *Land Transfer Tax Act*, R.S.O. c.L.6, as amended;

(j) "**LTT**" means the land transfer tax payable pursuant to the *Land Transfer Tax Act*;

(k) "**Net Income**" shall have the meaning attributed thereto in Section 7(j);

(l) "**Nominee**" means TALBOT CROSSING INC.;

(m) "**Operator**" means the Vendor;

(n) "**Ordinary Resolution**" means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 51% of the aggregate Interests in the Property;

(o) "**Property**" means the real property legally described on Appendix I annexed hereto;

(p) "**Purchase Agreement**" means the form of agreement of purchase and sale entered into among the Vendor, as vendor, and each Co-Owner (other than the Vendor), as purchaser, pursuant to which each Co-Owner agreed to acquire its respective undivided beneficial Interest in the Property;

(q) "**Special Resolution**" means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 80% of the aggregate Interests in the Property;

(r) "**Vendor**" means TGP - TALBOT CROSSING INC., a corporation incorporated under the laws of the Province of Ontario.

TCX685-TCX710-50168

2. Interpretation

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) the division of this Agreement into Articles, paragraphs, subparagraphs and appendices and the insertion of headings are provided for convenience only and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;

(b) all references to currency herein are references to lawful money of Canada;

(c) any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time and to any statute or regulation that may be passed which has the effect of supplementing or superceding the statute so referred to or the regulations made pursuant thereto;

(d) any reference to an entity shall include and shall be deemed to be a reference to any entity that is a successor to such entity;

(e) words importing the masculine gender include the feminine or neuter genders and words in the singular include the plural and vice versa; and

(f) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

3. Title

Legal title to the Property shall at all times be held in the name of the Nominee, which shall hold the same as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests.

4. Mailing Addresses

The mailing address of the Nominee and of the Operator shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee and/or the Operator may change its mailing address from time to time by giving notice to that effect from time to time to all Co-Owners, pursuant to the notice provisions contained in this Agreement.

5. Warranties of the Nominee

The Nominee represents and warrants to each of the Co-Owners that:

(a) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

TCX685-TCX710-50168

(b) it has and shall continue to have to requisite capacity and corporate authority to act as Nominee and to perform its obligations under this Agreement; and

(c) it shall not carry on any business other than for the purposes set forth in this Agreement.

6. Operation and Management of the Property

The Co-Owners hereby appoint the Operator as the operator of the Property. Subject to those matters requiring an Ordinary Resolution, the Operator shall have full power and authority to administer, manage, control, operate, finance, refinance, develop, lease, grant easements and other rights in, under and over, and sell, the Property and to do any act, take any proceeding, make any decision and execute and deliver and swear to any instrument, deed, agreement, affidavit or document necessary for or incidental to any of the foregoing, for and on behalf and in the name of the Co-Owners. No person dealing with the Operator will be required to enquire into the authority of the Operator to do any act, take any proceeding, make any decision or execute and deliver any instrument, deed, agreement or document for or on behalf or in the name of the Co-Owners.

7. Specific Powers of the Operator

Without limiting the generality of the provisions of Section 6 hereof, but subject to those matters requiring an Ordinary Resolution, it is acknowledged and agreed that the Operator is authorized at all times for and on behalf of and without further authority from the Co-Owners:

(a) to engage such professional advisers as the Operator considers advisable in order to perform its duties hereunder;

(b) to open and operate a separate bank account in respect of the Property in a Canadian chartered bank or trust company, into which all rentals and other income earned from the Property shall be deposited and out of which all expenses properly relating to the Property shall be paid;

(c) to execute, deliver and carry out all other agreements which require execution by or on behalf of the Co-Owners or the Nominee, including without limitation, development agreements, site plan agreements, easements and rights of way;

(d) to enter lease and/or tenancy arrangements in respect of the Property and to collect all rentals and other income therefrom, provided that nothing herein shall constitute a guarantee by the Operator of the payment of any rent by tenants;

(e) to pay all taxes, fees and other expenses relating to the orderly maintenance and management of the Property;

(f) to commence or to defend on behalf of the Co-Owners, the Nominee, or itself, any and all actions and other proceedings pertaining to the Property or to the Co-Owners;

TCX685-TCX710-50168

(g) to determine the amount and type of insurance coverage, if any, to be maintained in order to protect the Property and the Co-Owners from all usual perils of the type covered in respect of comparable properties and in order to comply with the requirements of any lenders of funds;

(h) to employ and pay and discharge on behalf of the Co-Owners all servants, employees or contractors necessary to be employed in the management and operation of the Project;

(i) to contract on behalf of the Co-Owners for water, gas, electricity and other services and commodities necessary for the operation and maintenance of the Property; and

(j) to distribute the Net Income from the ownership, operation, use, financing, refinancing, and/or sale of the Property to each Co-Owner, proportionate to its respective Interest. For the purposes of this Agreement, "Net Income" shall mean the gross receipts derived from the Property, received by or on behalf of the Co-Owners from the ownership, operation, use, financing, refinancing, sale, and/or development of the Property minus the aggregate of all proper expenses and charges incurred in connection therewith, calculated on an accrual basis, including:

(i) payment of principal and interest owing to mortgagees or other encumbrancers, or other lenders;

(ii) realty taxes, assessments, charges or levies made by any duly constituted governmental or statutory authority, due and owing and secured by a right or apparent right to claim a lien or charge upon the Interests, or any of them, or the Property, and money due and owing from improvements to the Property secured by a lien or charge in favour of materialmen or workmen or trade contractors or other like persons or corporations upon the Interests, or any of them, or the Property;

(iii) all costs and expenses of any sale, financing or refinancing;

(iv) all development costs and expenses;

(v) all costs and expenses of operating, maintaining, leasing, managing, using, and/or developing the Property, and the costs and expenses of repair;

(vi) lighting, electricity and public utilities costs and expenses;

(vii) professional fees reasonably attributed to the Property, its operation, use, financing, refinancing, sale and/or development;

(viii) all other costs, expenses or disbursements which are properly attributable to the Property, except payments to the Co-Owners on account of capital or distribution of Net Income; and

(ix) reserves in such amount as deemed appropriate by the Operator from time to time, including without limitation for the purposes of

replacement of major equipment, major renovations and repairs, leasehold improvements, marketing costs and any other reserves normally required for the prudent operation, use, financing, refinancing, sale and/or development of a like property.

Each Co-Owner shall have a proportionate beneficial interest in all of the gross cash receipts derived from the Property and shall be responsible for its proportionate interest of the expenses and charges incurred in connection with the Property, in each case proportionate to its respective Interest. Each Co-Owner hereby irrevocably directs the Operator to pay its proportionate share of such expenses and charges out of its proportionate share of such gross cash receipts.

The Operator may, in its discretion, but shall be under no obligation, to lend money to the Co-Owners for the purposes of the Property. The terms and conditions of any such loan shall be determined by the Operator.

8. Authority to Withhold

The Operator is authorized to withhold any amounts required to be withheld from any distribution or other payment to a Co-Owner pursuant to the provisions of the *Income Tax Act* and to make payment of any such amount on behalf of a Co-Owner to the CRA, as may be required by law.

9. Powers Exercisable by Ordinary Resolution

The following powers shall only be exercisable by Ordinary Resolution passed by the Co-Owners:

(a) approving the sale or exchange in a single transaction of all of the Interests and the Property, pursuant to Section 19 hereof;

(b) approving a proposal to develop the Property pursuant to Section 18; and

(c) subject to Section 17, consenting to the amendment of this Agreement;

10. Power Exercisable by Special Resolution

The following power shall only be exercisable by Special Resolution passed by the Co-Owners:

(a) at any time following November 10, 2024, terminating the appointment of the Operator and appointing a new operator from time to time.

11. Transfers of Interest

No Co-Owner shall sell, transfer, mortgage or otherwise encumber or dispose of its Interest in the Property, except in compliance with the registration and prospectus requirements of the *Securities Act* (Ontario) and any other applicable securities legislation, and in accordance with the provisions of this Agreement. The Operator shall record the names and address of the Co-Owners, the Interest held by each of the Co-Owners and particulars of transfers of Interests.

Interests may be assigned and transferred by a Co-Owner or his agent duly authorized in writing if the following conditions are satisfied:

(a) the transferee has delivered to the Operator an executed assignment and transfer of the Interest in such form as may be acceptable to the Operator;

(b) the transferee has agreed in writing in such form as may be acceptable to the Operator, to be bound by the terms of this Agreement and to assume the obligations of the transferring Co-Owner under this Agreement in respect of the Interest being assigned and transferred to him;

(c) the transferee delivers or causes to be delivered to the Operator the Certificate of Interest issued pursuant to this Agreement for the Interest being assigned and transferred, duly endorsed for transfer by the transferring Co-Owner;

(d) the transferee pays such costs, expenses and disbursements, including legal fees, as are reasonably incurred by the Operator by reason of the assignment and transfer;

(e) the transferee pays all applicable HST pursuant to the *Excise Tax Act*, and all applicable LTT pursuant to the *Land Transfer Tax Act*, and makes any and all necessary filings and remittances within the time periods required therefor under the provisions of the *Excise Tax Act* and the *Land Transfer Tax Act* and the respective regulations thereunder;

(f) the transferring Co-Owner shall either provide the transferee with evidence reasonably satisfactory to the transferee that the transferring Co-Owner is not then a "non-resident" of Canada within the meaning of the *Income Tax Act* (Canada) or provide the transferee with a certificate pursuant to subsection 116(2) of the *Income Tax Act* (Canada) with a certificate limit in an amount not less than the purchase price for the Interest being assigned and transferred; provided that if such evidence or certificate is not forthcoming, the transferee shall be entitled to make the payment of tax required under section 116 of the *Income Tax Act* (Canada) and to deduct such payment from the purchase price for the Interest being assigned and transferred; and

(g) such other requirements as may be required by law (including compliance by the transferring Co-Owner with the provisions of the *Securities Act* (Ontario) to the extent applicable and any other applicable securities law), or as may be reasonably required by the Operator, are satisfied.

When a transferee of an Interest is entitled to become a Co-Owner pursuant to the provisions hereof, the Operator will:

(a) record a transfer of the Interest;

(b) forward a notice of the transfer of the Interest to the transferee; and

(c) forward a Certificate of Interest to the transferee in respect of the Interest so transferred.

12. Operator Not Bound to See to Trust or Equity

The Operator shall not be bound to see to the execution of any trust, express, implied or constructive, or any charge, pledge or equity to which any Interest is subject, or to ascertain or inquire whether any sale or transfer of any such Interest by any Co-Owner or by his personal representatives is authorized by such trust, charge, pledge or equity, or to recognize any person having any interest therein except for the person or persons recorded as such Co-Owner.

13. Incapacity, Death, Insolvency or Bankruptcy

Where a person becomes entitled to an Interest on the incapacity, death, insolvency or bankruptcy of a Co-Owner or otherwise by operation of law, in addition to the requirements of Section 11 hereof, that person will not be recorded as or become a Co-Owner until:

(a) he produces evidence satisfactory to the Operator of such entitlement;

(b) he has agreed in writing, in form satisfactory to the Operator, to be bound by he terms of this Agreement and to assume the obligations of a Co-Owner under this Agreement; and

(c) he has delivered such other evidence, approvals and consents in respect of such entitlement as the Operator may require and as may be required by applicable law or by this Agreement.

14. Certificate of Interests

An Certificate of Interest shall be in such form as is from time to time approved by the Operator and shall be signed by the Nominee and shall not be valid unless countersigned by the Operator.

15. Lost Certificate of Interests

Where a Co-Owner claims that the Certificate of Interest representing his Interest has been defaced, lost, apparently destroyed or wrongly taken, the Operator may cause a new Certificate of Interest to be issued, provided that the Co-Owner files with the Operator an indemnity or indemnity bond in such form and in such amount as is satisfactory to the Operator and Nominee to protect the Operator, the Nominee and the Co-Owners from any loss, cost or damage that they may incur or suffer by complying with the request to issue a new Certificate of Interest, and provided further that the Co-Owner satisfies all other reasonable requirements imposed by the Operator, including delivery of a form of proof of loss.

TCX685-TCX710-50168

16. Books and Records

The Operator will keep or cause to be kept on behalf of the Co-Owners at the Operator's principal place of business in Ontario:

(a) full and accurate books of account and records reflecting the receipts and expenditures relating to the Property; and

(b) a record of Co-Owners setting out the name and address of each of Co-Owner and the Interest held by each Co-Owner.

17. Amendment of Agreement

This Agreement may be amended in writing on the initiative of the Operator with the consent of the Co-Owners given by Ordinary Resolution. The Operator may, without prior notice to or consent from the Co-Owners, amend any provision of this Agreement from time to time:

(a) to cure an ambiguity or to correct or supplement any provision contained herein which, in the reasonable opinion of the Operator, may be defective or inconsistent with any other provision contained herein, and with respect to which the cure, correction or supplemental provision does not and will not substantially adversely affect the Interests of the Co-Owners; or

(b) to make such other provisions in regard to matters or questions arising under this Agreement which, in the reasonable opinion of the Operator, do not and will not substantially adversely affect the Interest of the Co-Owners.

The Co-Owners will be notified of full details of such amendments to this Agreement within thirty (30) days of the effective date of the proposed amendment.

18. Development of the Property

Any proposal to develop the Property received by the Operator from a developer (which developer may include the Vendor) which the Operator supports, shall be presented to all of the Co-Owners. If the Co-Owners shall approve of such development proposal by Ordinary Resolution, then the Operator shall be irrevocably entitled to proceed with such proposal, which shall form the basis of a development plan which shall be drawn up with the assistance of the Operator, subject to all such amendments as may generally be required to be made thereto, in the discretion of the Operator.

19. Sale of the Property

An offer to purchase 100% of the Interests and the Property received by the Operator, which the Operator supports, shall be presented to all of the Co-Owners. If such offer to purchase is accepted by the Co-Owners by way of Ordinary Resolution, then the Operator and/or the Nominee shall have the right and authority to accept such offer, which acceptance shall be binding upon all of the Co-Owners.

TCX685-TCX710-50168

20. HST and LTT

Each of the Co-Owners hereby authorizes the Operator to make any and all filings and/or remittances relating to HST arising out of the purchase by each Co-Owner from the Vendor of his respective Interest in the Property, as well as HST arising out of the management and operation of the Property. In executing the Purchase Agreement, each Co-Owner has authorized the Vendor, on its behalf, to make an file an election or elections jointly with the Vendor under subsection 273(1) of the *Excise Tax Act*.

For purposes of greater certainty, each of the Co-Owners hereby authorizes the Operator to carry out any HST reporting or filing obligations that are required or available to the Co-Owners in respect of their Interests. Such authority shall include the execution of any documents that have to be or which may be advisable to be executed under the *Excise Tax Act*.

Each of the Co-Owners hereby authorizes the Operator to make any and all filings and/or remittances, from funds provided by the Co-Owner, relating to LTT arising out of the purchase by each Co-Owner from the Vendor of his respectived Interest in the Property. For purposes of greater certainty, each of the Co-Owners hereby authorizes the Operator on behalf of the Co-Owner and with the Co-Owner's funds to make any and all remittances and filings within the time period required therefor under the provisions of the *Land Transfer Tax Act* relating to LTT pursuant to the *Land Transfer Tax Act* required to be made by the Co-Owner arising from the acquisition and/or ownership of the Interest.

21. Power of Attorney

Each of the Co-Owners acknowledges and agrees that the covenants and obligations between the Vendor (whether in its capacity as "Operator" or otherwise) contemplated in clause 7 of the Purchase Agreement and the provisions of this Agreement, have been made for valuable consideration, the sufficiency and receipt whereof is hereby confirmed and acknowledged. Each Co-Owner hereby irrevocably nominates, constitutes and appoints each of the Operator and the Nominee, acting alone or together, with full power of substitution, as his true and lawful attorney and agent with full power and authority in his name, place and stead, for his use and benefit to do the following, as fully and effectually as the Co-Owner could do if personally performed including, without limitation:

(a) execute and deliver all such documents or instruments on behalf of and in the name of the Co-Owners, or any of them, as may be deemed necessary by the Operator to carry out fully the provisions of this Agreement in accordance with its terms;

(b) execute, swear to, acknowledge, deliver, file and/or remit to or with the Ministry of Finance (Ontario) pursuant to the *Land Transfer Tax Act*, as amended, all necessary returns and reittances in connection with the acquisition by the Co-Owners of their respective Interests in the Property;

(c) execute, swear to, acknowledge, deliver and file and/or remit to or with the CRA, all necessary instruments, declarations, certificates and other documents, and remittances relating to HST;

TCX685-TCX710-50168

(d) execute, swear to, acknowledge, deliver and file as and where required any election made pursuant to subsection 273(1) of the *Excise Tax Act* as contemplated in each Purchase Agreement;

(e) execute and deliver all conveyances, agreements, documents and other instruments pertaining to the sale, development, redevelopment, financing, refinancing or leasing of the Property as the Operator determines is in the best interests of the Co-Owners; and

(f) execute, swear to, acknowledge, deliver and file any and all CRA non-resident personal income tax returns and HST returns.

Each Co-Owner acknowledges and confirms that the power of attorney granted herein is irrevocable, is a power coupled with an interest, will survive the death, disability or other legal incapacity of the Co-Owner and will survive the assignment (to the extent of the Co-Owner's obligations hereunder) by the Co-Owner of the whole or any part of his Interest and extends to the heirs, executors, administrators, successors and assigns of the Co-Owner and may be exercised by the Operator or the Nominee, acting alone or together, executing on behalf of the Co-Owners, or any of them, any instrument, by listing all of the Co-Owners to be bound by such instrument with a single signature as attorney and agent for all of them, or otherwise. Each of the Co-Owners agrees to be bound by any representations and actions made or taken in good faith by the Nominee and/or the Operator pursuant to such power of attorney in accordance with the terms hereof and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the Nominee or the Operator taken in good faith under such power of attorney.

22. Indemnification

Each of the Co-Owners agrees, severally and not jointly or jointly and severally, to indemnify and hold harmless the Operator and the Nominee from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees) incurred by the Vendor or the Nominee, or by any one or more attorneys appointed by it or them under the power to substitute pursuant to the power of attorney provision contained in Section 21 above, by reason of acts, omissions or alleged acts or omissions arising out of the activities of the Operator or the Nominee on behalf of the Co-Owners or in furtherance of the Interests of the Co-Owners but only if the acts, omissions or the alleged acts or omissions in respect of which any actual or threatened action, proceeding or claim are based, were performed in good faith and were not performed or omitted fraudulently or in bad faith or as a result of the negligence of the Operator or the Nominee.

TCX685-TCX710-50168

23. Becoming a Co-Owner

Each of the Co-Owners agrees that, by his execution of a counterpart of this Agreement, and upon the completion of his acquisition of his Interest from the Vendor pursuant to the Purchase Agreement, he shall be deemed to be a Co-Owner, and the provisions of this Agreement shall constitute an agreement among the Vendor, the Nominee, such Co-Owner and all other Co-Owners from time to time. The Co-Owners acknowledge and agree that the Vendor shall have the right, but not the obligation, to retain an undivided beneficial Interest in the Property, to whatever extent it wishes from time to time, and the Vendor will therefore be a Co-Owner to the extent that it retains any such Interest.

24. Competing Interests

Each of the Co-Owners, the Operator and the Nominee is entitled, without the consent of any of the others of them, to carry on any business or activity of the same nature and competing with that of the Co-Owners, and is not liable to account to any of the other of them.

25. Notices

Any notice, communication or payment required or permitted to be given to the Nominee, the Operator or the Co-Owners hereunder shall be in writing and shall be given by delivery or by mailing to same to be addressed as follows:

(a) To the Nominee or the Operator at its respective mailing address provided in Section 4 above.

(b) To each Co-Owner at his last address shown on the records maintained by the Operator.

Any notice, communication or payment delivered as aforesaid shall be in the English language but may be accompanied by an unofficial translation and shall be deemed to have been given to the addressee on the day of delivery or, if mailed as aforesaid, shall be deemed to have been given to the addressee on fifth (5^{th}) business day following the date of deposit thereof in the mail service of Japan, provided that, for such purposes, no day during which there shall be a strike or other occurrence which shall interfere with normal mail services shall be considered a business day. Accidental or inadvertent omission or failure to give any notice, communication or payment required or permitted to be given to any Co-Owner shall not affect the validity or legality of any proceeding or action undertaken in respect thereof.

TCX685-TCX710-50168

26. Further Acts

The parties hereto agree to execute and deliver such further and other documents and to perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

27. Binding Effect

Subject to the restrictions on assignment and transfer herein contained, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and assigns.

28. Severability

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

29. Counterparts

This Agreement may be executed in any number of counterparts, by original or facsimile signature, with the same affect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same agreement.

30. Reference Date

This Agreement is dated for reference purposes as of the 10TH day of November 2016.

31. Time

Time shall be of the essence hereof.

32. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, in the Country of Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

33. No Intention to Create a Partnership

The Co-Owners acknowledge, agree and declare that the entering into of this Agreement does not, and is not intended to, create a partnership, for either legal, income tax, accounting or other purposes. The Co-Owners further declare nothing herein is to be construed as a limitation of the powers or rights of any Co-Owner to carry on its separate respective activities. Except for the Operator as contemplated in this Agreement, none of the Co-Owners shall have the right to bind any of the other Co-Owners, transact any business in any of the other Co-Owners' names or on their behalf or incur any liability for or on behalf of any of the other Co-Owners. The Co-Owners agree that they shall each report their income or loss arising from the ownership of their Interests, for both accounting and income tax purposes, and to the applicable taxing authorities, as co-venturers independent of one another, and not as partners in a partnership.

IN WITNESS WHEREOF this Agreement is executed as of the day and year first above written.

Vendor:

TGP - TALBOT CROSSING INC.

Per:_____
Authorized Signing Officer

I have authority to bind the Corporation.

Nominee:

TALBOT CROSSING INC.

Per:_____
Authorized Signing Officer

I have authority to bind the Corporation.

Witness:

✓ SIGNATURE OF WITNESS

(Print Name) CHIAKI HAYASHI

Co-Owner:

Mizue Fukiage ★

(Print Name) MIZUE FUKIAGE

Interest: 26/1162ND

TCX685-TCX710-50168

✓

APPENDIX I

LEGAL PROPERTY DESCRIPTION

Lands and premises located at 5980 Colonel Talbot Road, fronting on the East side of Colonel Talbot, in the City of London, In the Province of Ontario, In the Country of Canada and Legally Described as Part Lot 58 and 59 ETR Designated Part 1 33R9477; Subject to 871357 and Being Irregularly Shaped

CERTIFICATE OF INTEREST

Cert. No. TCX_JP_9a1158154dfa42caddbd0694a4e9bdc8
ID. 50168 UDI. TCX685-TCX710

Interest: 26/1162ND

This is to certify that MIZUE FUKIAGE is the owner of an undivided beneficial 26/1162ND interest (the "Interest") representing a value of TWO HUNDRED SIXTY THOUSAND DOLLARS ONLY of lawful money of Canada (C$260,000.00) in the real property being those lands and premises located at 5980 Colonel Talbot Road, fronting on the East side of Colonel Talbot, in the City of London, In the Province of Ontario, In the Country of Canada and Legally Described as Part Lot 58 and 59 ETR Designated Part 1 33R9477; Subject to 871357 and Being Irregularly Shaped (the "Property") and that TALBOT CROSSING INC., as the registered holder of title to the Property, declares and acknowledges that it is holding title to the Property for and on behalf of MIZUE FUKIAGE, to the extent of the Interest.

Reference is made to the co-owners agreement (the "Agreement") dated for reference as of the 10TH day of November 2016 among TGP - TALBOT CROSSING INC., TALBOT CROSSING INC., the owner of the Interest named within the Certificate of Interest, and all other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of the Agreement. The Agreement provides for certain rights and obligations of the owners of undivided beneficial interest in the Property.

This Certificate and the Interest represented hereby are not transferable by delivery but only by the registered holder hereof, or by his agent duly authorized in writing, upon compliance with the provisions of the Agreement, including delivery to TGP - TALBOT CROSSING INC. at its principal office in Mississauga, Ontario, of this Certificate properly endorsed together with a transfer in the form required by TGP - TALBOT CROSSING INC. duly executed.

IN WITNESS WHEREOF TALBOT CROSSING INC. and TGP - TALBOT CROSSING INC. have caused this Certificate to be signed by their duly authorized officers.

DATED: August 18, 2017

TALBOT CROSSING INC.

Per: _____
Authorized Signing Officer

TGP - TALBOT CROSSING INC.

Per: _____
Authorized Signing Officer

0761

JP50162
6/26/2017

TRANS GLOBAL PARTNERS
A SOLID FUTURE

TALBOT CROSSING INC.

HIRONORI KOBAYASHI

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AGREEMENT OF PURCHASE AND SALE

B E T W E E N:

TGP - TALBOT CROSSING INC.,
a corporation incorporated under the laws of the Province of Ontario,
(hereinafter referred to as the "**Vendor**");

- and –

HIRONORI KOBAYASHI,
(hereinafter referred to as the "**Purchaser**").

WHEREAS the Vendor is or has the right to become the beneficial owner of certain real property being those lands and premises located at 5980 Colonel Talbot Road, fronting on the East side of Colonel Talbot, in the City of London, In the Province of Ontario, In the Country of Canada and Legally Described as Part Lot 58 and 59 ETR Designated Part 1 33R9477; Subject to 871357 and Being Irregularly Shaped

(the "**Property**");

AND WHEREAS the Vendor has agreed to sell and the Purchaser has agreed to purchase an undivided beneficial interest in the Property;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser an undivided 26/1162ND beneficial interest (the "**Interest**") in the Property.

2. The purchase price shall be TWO HUNDRED SIXTY THOUSAND DOLLARS ONLY ($260,000.00) of lawful money of Canada, payable in full on the 18TH day of AUGUST 2017 (the "**Closing Date**"). The parties agree that the purchase price is exclusive of applicable harmonized sales tax (collectively, referred to herein as "**HST**") pursuant to the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended (the "**ETA**"). Inclusive to the purchase price, the Purchaser will be responsible for the payment of land transfer tax ("**LTT**") under the *Land Transfer Tax Act*, R.S.O., c.L.6, as amended (the "**LTTA**"), in the amount of TWO THOUSAND THREE HUNDRED THIRTY-NINE DOLLARS AND NINETY CENTS ($2,339.90). The Purchaser covenants to make any and all necessary filings and remittances within the time periods required therefore under the provisions of the LTTA, and the regulations thereunder. The Purchaser hereby authorizes the Vendor on behalf of the Purchaser and with the Purchaser's funds, to make any and all remittances and filings within the time periods required therefore under the provisions of the LTTA relating to LTT pursuant to the LTTA required to be made by the Purchaser arising from its acquisition of the Interest.

TCX627-TCX652-50162

3. The Interest in the Property is purchased on an "as is, where is" basis, with no representations or warranties by the Vendor, except as contained in Section 9.

4. Registered title to the Property shall be free and clear of any mortgage or charge whatsoever on the Closing Date. The Vendor shall pay and discharge any mortgage or lien which is not by this contract specifically assumed by the Purchaser. Title to the Property and to the Interest therein shall be subject to all charges, liens and encumbrances currently registered against title to the Property (other than any financial mortgage or charge which the Vendor is required to discharge), which, for purposes of greater certainty, shall include registered restrictions or covenants that run with the lands, registered municipal agreements and registered agreements with publicly regulated utilities, easements for the supply of domestic utility or telephone services to the Property or properties which are adjacent to the Property, easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the Property and the restrictions and reservations in the Crown patent.

5. The Purchaser acknowledges that registered title to the Property will be in the name of TALBOT CROSSING INC. (the "**Nominee**"), which shall execute an acknowledgement that it is holding registered title to the Interest on behalf of the Purchaser, as the beneficial owner thereof, as contemplated in the Co-Owners Agreement referred to below. The Purchaser covenants and agrees that he/she shall not register this Agreement, the Co-Owners Agreement, notice of this Agreement, notice of the Co-Owners Agreement, notice of the Interest, or any caution, against title to the Property, and that the provisions of this Section 5 shall survive forever the completion of the transaction of purchase and sale contemplated in this Agreement and shall not merge.

6. The Purchaser agrees that, concurrently with its execution and delivery of this Agreement, it shall execute and deliver a counterpart of the co-owners agreement in the form annexed hereto as Schedule "A" (the "**Co-Owners Agreement**"), which agreement shall govern, among other things, any future sale, financing and/or development of the Property and which provisions shall constitute the agreement among the Nominee, as the registered holder of title to the Property holding undivided interests therein for and on behalf of the owners of undivided beneficial interests in the Property, the Vendor, as operator of the Property appointed by the co-owners of undivided beneficial interests in the Property pursuant to the Co-Owners Agreement, the Purchaser, as the beneficial owner of the Interest, and all other co-owners of undivided beneficial interests in the Property from time to time who execute a counterpart of the Co-Owners Agreement. The Purchaser acknowledges that the Vendor shall have the right, but not the obligation, to retain an undivided beneficial interest in the Property and thus to be a Co-Owner.

7. The Purchaser hereby authorizes the Vendor to make any and all filings and remittances relating to HST pursuant to the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended (the "**ETA**"), including the regulations thereunder, arising from the acquisition by the Purchaser of the Interest. The Purchaser hereby specifically authorizes the Vendor, on behalf of the Purchaser, to make and file an election or elections jointly with the Vendor under subsection 273(1) of the ETA. The Purchaser hereby represents and warrants that it is a registrant for HST purposes under the provisions of the ETA, under the registration number set out below, or it is exempt from the requirement to be registered under the provisions of the ETA.

8. This Agreement shall be effective to create an interest in the Property only if the Vendor complies with the subdivision control provisions of the *Planning Act* (Ontario) on closing, and the Vendor covenants to proceed diligently at its expense to obtain any necessary consent by closing.

9. The Vendor hereby represents and warrants that it is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).

10. All notices required hereunder shall be in writing and may be served either personally upon the parties or by mail addressed to the parties at their respective last known addresses.

11. This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective heirs, administrators, executors, successors and assigns.

12. This Agreement shall supercede any and all previous discussions, representations, agreements or understandings made by or on behalf of either of the parties hereto for or relating to the purchase and sale of the Interest or otherwise relating to the Property.

13. Schedule "A" annexed hereto is an integral part of this Agreement and forms part hereof.

14. If the Purchaser is comprised of more than one person, all references to the "Purchaser" in this Agreement shall be references to such persons, and all covenants and obligations of such persons shall be joint and several.

15. Words importing the masculine gender include the feminine or neuter genders and words in the singular include the plural and vice versa. All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

16. This Agreement may be executed in any number of counterparts, by original or facsimile signature, with the same affect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same agreement.

TCX627-TCX652-50162

17. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario.

18. Time shall be of the essence hereof.

19. The Purchaser hereby accepts the terms of this Agreement and agrees to be bound by the terms contained herein.

DATED at FUKUI, JAPAN, this 20TH day of DECEMBER 2016, at ____ o'clock ___a.m./p.m.

SIGNATURE OF WITNESS

SIGNATURE OF WITNESS

CHIAKI HAYASHI
(Print Name)

SIGNATURE OF PURCHASER

HIRONORI KOBAYASHI
(Print Name)

HST Number: 80496 0508 RT0002

SIGNATURE OF WITNESS

(Print Name)

SIGNATURE OF PURCHASER

(Print Name)

HST Number:

The Vendor hereby accepts the terms of this Agreement and agrees to be bound hereby.

DATED at Mississauga, Canada, this 26th day of June, 2017, at _____ o'clock ____a.m./p.m.

SIGNATURE OF WITNESS

Yukiko Morimitsu
(Print Name)

INTEREST: 26/1162ND

TGP - TALBOT CROSSING INC.

Per: _____

Authorized Signing Officer
I have authority to bind the Corporation.

HST Number:
76552 3097 RT0001

SCHEDULE "A"

CO-OWNERS AGREEMENT

THIS CO-OWNERS AGREEMENT is made as of 10TH day of November 2016.

A M O N G

TALBOT CROSSING INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Nominee**")

OF THE FIRST PART

- and –

TGP - TALBOT CROSSING INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Operator**")

OF THE SECOND PART

- and –

HIRONORI KOBAYASHI,
(hereinafter referred to as the "**Purchaser**")

OF THE THIRD PART

- and –

All other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of this Agreement
(hereinafter collectively referred to as the "**Co-Owners**")

OF THE FOURTH PART

TCX627-TCX652-50162

WHEREAS the Vendor has sold to the Purchaser, and the Purchaser has purchased from the Vendor, an undivided 26/1162ND beneficial interest (the "**Interest**") in the real property being those lands and premises located at 5980 Colonel Talbot Road, fronting on the East side of Colonel Talbot, in the City of London, In the Province of Ontario, In the Country of Canada and Legally Described as Part Lot 58 and 59 ETR Designated Part 1 33R9477; Subject to 871357 and Being Irregularly Shaped (the "**Property**"), pursuant to an agreement of purchase and sale made between the Purchaser and the Vendor;

AND WHEREAS the Nominee is the registered owner of the Property and has agreed to hold the aforesaid Property as nominee and bare trustee for and on behalf of the Co-Owners from time to time;

AND WHEREAS, for purposes of greater certainty, upon completion of the acquisition by the Purchaser of his respective Interest pursuant to the aforesaid agreement of purchase and sale, the Purchaser shall be deemed to be one of the Co-Owners under this Agreement;

AND WHEREAS every purchaser from the Vendor of an undivided beneficial interest in the Property will be required to execute a counterpart of this Agreement and be bound as a Co-Owner under this Agreement;

AND WHEREAS the parties hereto wish to enter into this Agreement in order to set forth certain matters regarding the Co-Owners' continued ownership of undivided beneficial interests in the Property and the provisions which are to govern their continued co-ownership and any future sale, financing and/or development of the Property.

NOW THEREFORE in consideration of the payment of the sum of One Dollar ($1.00) and other good and valuable consideration now paid by each party to the other, the receipt of which is hereby acknowledged, and of the premises and the mutual covenants herein contained, the parties hereto hereby covenant and agree as follows:

1. Definitions

For the purposes of this Agreement, the following terms shall be deemed to have the following meanings:

(a) **"this Agreement"**, **"hereof"**, and **words to like effect**, mean this Co-Owners agreement, as it may be amended, supplemented and/or restated from time to time;

(b) "**CRA**" means the Canada Revenue Agency establish under the *Income Tax Act*;

(c) "**Certificate of Interest**" means the form of certificate issued by the Nominee to a Co-Owner, following completion of the Co-Owner's acquisition of an Interest pursuant to his respective Purchase Agreement, pursuant to which the Nominee acknowledges that it holds registered title to the Property in trust for and on behalf of such Co-Owner, to the extent of such Co-Owner's respective Interest;

TCX627-TCX652-50162

(d) "**Co-Owners**" means the owners from time to time of Interests, and shall include the Purchaser upon the completion of his acquisition of his respective Interset pursuant to his respective Purchase Agreement, and "Co-Owner" means any of the Co-Owners. The Vendor shall have the right, but not the obligation, to retain an undivided beneficial interest in the Property in its discretion, and so long as it does, it shall be deemed to be a "Co-Owner" for the purposes of this Agreement;

(e) "***Excise Tax Act***" means the *Excise Tax Act* (Canada), as amended from time to time, including the regulations made pursuant thereto;

(f) "**HST**" means the harmonized sales tax payable pursuant to the *Excise Tax Act*;

(g) "***Income Tax Act***" means the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.), as amended from time to time, including the regulations made pursuant thereto;

(h) "**Interest**" means the undivided beneficial interest in the Property owned by a particular Co-Owner, and "Interests" means every Interest;

(i) "***Land Transfer Tax Act***" means the *Land Transfer Tax Act*, R.S.O. c.L.6, as amended;

(j) "**LTT**" means the land transfer tax payable pursuant to the *Land Transfer Tax Act*;

(k) "**Net Income**" shall have the meaning attributed thereto in Section 7(j);

(l) "**Nominee**" means TALBOT CROSSING INC.;

(m) "**Operator**" means the Vendor;

(n) "**Ordinary Resolution**" means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 51% of the aggregate Interests in the Property;

(o) "**Property**" means the real property legally described on Appendix I annexed hereto;

(p) "**Purchase Agreement**" means the form of agreement of purchase and sale entered into among the Vendor, as vendor, and each Co-Owner (other than the Vendor), as purchaser, pursuant to which each Co-Owner agreed to acquire its respective undivided beneficial Interest in the Property;

(q) "**Special Resolution**" means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 80% of the aggregate Interests in the Property;

(r) "**Vendor**" means TGP - TALBOT CROSSING INC., a corporation incorporated under the laws of the Province of Ontario.

TCX627-TCX652-50162

2. Interpretation

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) the division of this Agreement into Articles, paragraphs, subparagraphs and appendices and the insertion of headings are provided for convenience only and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;

(b) all references to currency herein are references to lawful money of Canada;

(c) any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time and to any statute or regulation that may be passed which has the effect of supplementing or superceding the statute so referred to or the regulations made pursuant thereto;

(d) any reference to an entity shall include and shall be deemed to be a reference to any entity that is a successor to such entity;

(e) words importing the masculine gender include the feminine or neuter genders and words in the singular include the plural and vice versa; and

(f) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

3. Title

Legal title to the Property shall at all times be held in the name of the Nominee, which shall hold the same as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests.

4. Mailing Addresses

The mailing address of the Nominee and of the Operator shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee and/or the Operator may change its mailing address from time to time by giving notice to that effect from time to time to all Co-Owners, pursuant to the notice provisions contained in this Agreement.

5. Warranties of the Nominee

The Nominee represents and warrants to each of the Co-Owners that:

(a) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(b) it has and shall continue to have to requisite capacity and corporate authority to act as Nominee and to perform its obligations under this Agreement; and

(c) it shall not carry on any business other than for the purposes set forth in this Agreement.

6. Operation and Management of the Property

The Co-Owners hereby appoint the Operator as the operator of the Property. Subject to those matters requiring an Ordinary Resolution, the Operator shall have full power and authority to administer, manage, control, operate, finance, refinance, develop, lease, grant easements and other rights in, under and over, and sell, the Property and to do any act, take any proceeding, make any decision and execute and deliver and swear to any instrument, deed, agreement, affidavit or document necessary for or incidental to any of the foregoing, for and on behalf and in the name of the Co-Owners. No person dealing with the Operator will be required to enquire into the authority of the Operator to do any act, take any proceeding, make any decision or execute and deliver any instrument, deed, agreement or document for or on behalf or in the name of the Co-Owners.

7. Specific Powers of the Operator

Without limiting the generality of the provisions of Section 6 hereof, but subject to those matters requiring an Ordinary Resolution, it is acknowledged and agreed that the Operator is authorized at all times for and on behalf of and without further authority from the Co-Owners:

(a) to engage such professional advisers as the Operator considers advisable in order to perform its duties hereunder;

(b) to open and operate a separate bank account in respect of the Property in a Canadian chartered bank or trust company, into which all rentals and other income earned from the Property shall be deposited and out of which all expenses properly relating to the Property shall be paid;

(c) to execute, deliver and carry out all other agreements which require execution by or on behalf of the Co-Owners or the Nominee, including without limitation, development agreements, site plan agreements, easements and rights of way;

(d) to enter lease and/or tenancy arrangements in respect of the Property and to collect all rentals and other income therefrom, provided that nothing herein shall constitute a guarantee by the Operator of the payment of any rent by tenants;

(e) to pay all taxes, fees and other expenses relating to the orderly maintenance and management of the Property;

(f) to commence or to defend on behalf of the Co-Owners, the Nominee, or itself, any and all actions and other proceedings pertaining to the Property or to the Co-Owners;

TCX627-TCX652-50162

(g) to determine the amount and type of insurance coverage, if any, to be maintained in order to protect the Property and the Co-Owners from all usual perils of the type covered in respect of comparable properties and in order to comply with the requirements of any lenders of funds;

(h) to employ and pay and discharge on behalf of the Co-Owners all servants, employees or contractors necessary to be employed in the management and operation of the Project;

(i) to contract on behalf of the Co-Owners for water, gas, electricity and other services and commodities necessary for the operation and maintenance of the Property; and

(j) to distribute the Net Income from the ownership, operation, use, financing, refinancing, and/or sale of the Property to each Co-Owner, proportionate to its respective Interest. For the purposes of this Agreement, "Net Income" shall mean the gross receipts derived from the Property, received by or on behalf of the Co-Owners from the ownership, operation, use, financing, refinancing, sale, and/or development of the Property minus the aggregate of all proper expenses and charges incurred in connection therewith, calculated on an accrual basis, including:

(i) payment of principal and interest owing to mortgagees or other encumbrancers, or other lenders;

(ii) realty taxes, assessments, charges or levies made by any duly constituted governmental or statutory authority, due and owing and secured by a right or apparent right to claim a lien or charge upon the Interests, or any of them, or the Property, and money due and owing from improvements to the Property secured by a lien or charge in favour of materialmen or workmen or trade contractors or other like persons or corporations upon the Interests, or any of them, or the Property;

(iii) all costs and expenses of any sale, financing or refinancing;

(iv) all development costs and expenses;

(v) all costs and expenses of operating, maintaining, leasing, managing, using, and/or developing the Property, and the costs and expenses of repair;

(vi) lighting, electricity and public utilities costs and expenses;

(vii) professional fees reasonably attributed to the Property, its operation, use, financing, refinancing, sale and/or development;

(viii) all other costs, expenses or disbursements which are properly attributable to the Property, except payments to the Co-Owners on account of capital or distribution of Net Income; and

(ix) reserves in such amount as deemed appropriate by the Operator from time to time, including without limitation for the purposes of

TCX627-TCX652-50162

replacement of major equipment, major renovations and repairs, leasehold improvements, marketing costs and any other reserves normally required for the prudent operation, use, financing, refinancing, sale and/or development of a like property.

Each Co-Owner shall have a proportionate beneficial interest in all of the gross cash receipts derived from the Property and shall be responsible for its proportionate interest of the expenses and charges incurred in connection with the Property, in each case proportionate to its respective Interest. Each Co-Owner hereby irrevocably directs the Operator to pay its proportionate share of such expenses and charges out of its proportionate share of such gross cash receipts.

The Operator may, in its discretion, but shall be under no obligation, to lend money to the Co-Owners for the purposes of the Property. The terms and conditions of any such loan shall be determined by the Operator.

8. Authority to Withhold

The Operator is authorized to withhold any amounts required to be withheld from any distribution or other payment to a Co-Owner pursuant to the provisions of the *Income Tax Act* and to make payment of any such amount on behalf of a Co-Owner to the CRA, as may be required by law.

9. Powers Exercisable by Ordinary Resolution

The following powers shall only be exercisable by Ordinary Resolution passed by the Co-Owners:

(a) approving the sale or exchange in a single transaction of all of the Interests and the Property, pursuant to Section 19 hereof;

(b) approving a proposal to develop the Property pursuant to Section 18; and

(c) subject to Section 17, consenting to the amendment of this Agreement;

10. Power Exercisable by Special Resolution

The following power shall only be exercisable by Special Resolution passed by the Co-Owners:

(a) at any time following November 10, 2024, terminating the appointment of the Operator and appointing a new operator from time to time.

TCX627-TCX652-50162

11. Transfers of Interest

No Co-Owner shall sell, transfer, mortgage or otherwise encumber or dispose of its Interest in the Property, except in compliance with the registration and prospectus requirements of the *Securities Act* (Ontario) and any other applicable securities legislation, and in accordance with the provisions of this Agreement. The Operator shall record the names and address of the Co-Owners, the Interest held by each of the Co-Owners and particulars of transfers of Interests.

Interests may be assigned and transferred by a Co-Owner or his agent duly authorized in writing if the following conditions are satisfied:

(a) the transferee has delivered to the Operator an executed assignment and transfer of the Interest in such form as may be acceptable to the Operator;

(b) the transferee has agreed in writing in such form as may be acceptable to the Operator, to be bound by the terms of this Agreement and to assume the obligations of the transferring Co-Owner under this Agreement in respect of the Interest being assigned and transferred to him;

(c) the transferee delivers or causes to be delivered to the Operator the Certificate of Interest issued pursuant to this Agreement for the Interest being assigned and transferred, duly endorsed for transfer by the transferring Co-Owner;

(d) the transferee pays such costs, expenses and disbursements, including legal fees, as are reasonably incurred by the Operator by reason of the assignment and transfer;

(e) the transferee pays all applicable HST pursuant to the *Excise Tax Act*, and all applicable LTT pursuant to the *Land Transfer Tax Act*, and makes any and all necessary filings and remittances within the time periods required therefor under the provisions of the *Excise Tax Act* and the *Land Transfer Tax Act* and the respective regulations thereunder;

(f) the transferring Co-Owner shall either provide the transferee with evidence reasonably satisfactory to the transferee that the transferring Co-Owner is not then a "non-resident" of Canada within the meaning of the *Income Tax Act* (Canada) or provide the transferee with a certificate pursuant to subsection 116(2) of the *Income Tax Act* (Canada) with a certificate limit in an amount not less than the purchase price for the Interest being assigned and transferred; provided that if such evidence or certificate is not forthcoming, the transferee shall be entitled to make the payment of tax required under section 116 of the *Income Tax Act* (Canada) and to deduct such payment from the purchase price for the Interest being assigned and transferred; and

(g) such other requirements as may be required by law (including compliance by the transferring Co-Owner with the provisions of the *Securities Act* (Ontario) to the extent applicable and any other applicable securities law), or as may be reasonably required by the Operator, are satisfied.

When a transferee of an Interest is entitled to become a Co-Owner pursuant to the provisions hereof, the Operator will:

(a) record a transfer of the Interest;

(b) forward a notice of the transfer of the Interest to the transferee; and

(c) forward a Certificate of Interest to the transferee in respect of the Interest so transferred.

12. Operator Not Bound to See to Trust or Equity

The Operator shall not be bound to see to the execution of any trust, express, implied or constructive, or any charge, pledge or equity to which any Interest is subject, or to ascertain or inquire whether any sale or transfer of any such Interest by any Co-Owner or by his personal representatives is authorized by such trust, charge, pledge or equity, or to recognize any person having any interest therein except for the person or persons recorded as such Co-Owner.

13. Incapacity, Death, Insolvency or Bankruptcy

Where a person becomes entitled to an Interest on the incapacity, death, insolvency or bankruptcy of a Co-Owner or otherwise by operation of law, in addition to the requirements of Section 11 hereof, that person will not be recorded as or become a Co-Owner until:

(a) he produces evidence satisfactory to the Operator of such entitlement;

(b) he has agreed in writing, in form satisfactory to the Operator, to be bound by he terms of this Agreement and to assume the obligations of a Co-Owner under this Agreement; and

(c) he has delivered such other evidence, approvals and consents in respect of such entitlement as the Operator may require and as may be required by applicable law or by this Agreement.

14. Certificate of Interests

An Certificate of Interest shall be in such form as is from time to time approved by the Operator and shall be signed by the Nominee and shall not be valid unless countersigned by the Operator.

15. Lost Certificate of Interests

Where a Co-Owner claims that the Certificate of Interest representing his Interest has been defaced, lost, apparently destroyed or wrongly taken, the Operator may cause a new Certificate of Interest to be issued, provided that the Co-Owner files with the Operator an indemnity or indemnity bond in such form and in such amount as is satisfactory to the Operator and Nominee to protect the Operator, the Nominee and the Co-Owners from any loss, cost or damage that they may incur or suffer by complying with the request to issue a new Certificate of Interest, and provided further that the Co-Owner satisfies all other reasonable requirements imposed by the Operator, including delivery of a form of proof of loss.

TCX627-TCX652-50162

16. Books and Records

The Operator will keep or cause to be kept on behalf of the Co-Owners at the Operator's principal place of business in Ontario:

(a) full and accurate books of account and records reflecting the receipts and expenditures relating to the Property; and

(b) a record of Co-Owners setting out the name and address of each of Co-Owner and the Interest held by each Co-Owner.

17. Amendment of Agreement

This Agreement may be amended in writing on the initiative of the Operator with the consent of the Co-Owners given by Ordinary Resolution. The Operator may, without prior notice to or consent from the Co-Owners, amend any provision of this Agreement from time to time:

(a) to cure an ambiguity or to correct or supplement any provision contained herein which, in the reasonable opinion of the Operator, may be defective or inconsistent with any other provision contained herein, and with respect to which the cure, correction or supplemental provision does not and will not substantially adversely affect the Interests of the Co-Owners; or

(b) to make such other provisions in regard to matters or questions arising under this Agreement which, in the reasonable opinion of the Operator, do not and will not substantially adversely affect the Interest of the Co-Owners.

The Co-Owners will be notified of full details of such amendments to this Agreement within thirty (30) days of the effective date of the proposed amendment.

18. Development of the Property

Any proposal to develop the Property received by the Operator from a developer (which developer may include the Vendor) which the Operator supports, shall be presented to all of the Co-Owners. If the Co-Owners shall approve of such development proposal by Ordinary Resolution, then the Operator shall be irrevocably entitled to proceed with such proposal, which shall form the basis of a development plan which shall be drawn up with the assistance of the Operator, subject to all such amendments as may generally be required to be made thereto, in the discretion of the Operator.

19. Sale of the Property

An offer to purchase 100% of the Interests and the Property received by the Operator, which the Operator supports, shall be presented to all of the Co-Owners. If such offer to purchase is accepted by the Co-Owners by way of Ordinary Resolution, then the Operator and/or the Nominee shall have the right and authority to accept such offer, which acceptance shall be binding upon all of the Co-Owners.

20. HST and LTT

Each of the Co-Owners hereby authorizes the Operator to make any and all filings and/or remittances relating to HST arising out of the purchase by each Co-Owner from the Vendor of his respective Interest in the Property, as well as HST arising out of the management and operation of the Property. In executing the Purchase Agreement, each Co-Owner has authorized the Vendor, on its behalf, to make an file an election or elections jointly with the Vendor under subsection 273(1) of the *Excise Tax Act*.

For purposes of greater certainty, each of the Co-Owners hereby authorizes the Operator to carry out any HST reporting or filing obligations that are required or available to the Co-Owners in respect of their Interests. Such authority shall include the execution of any documents that have to be or which may be advisable to be executed under the *Excise Tax Act*.

Each of the Co-Owners hereby authorizes the Operator to make any and all filings and/or remittances, from funds provided by the Co-Owner, relating to LTT arising out of the purchase by each Co-Owner from the Vendor of his respectived Interest in the Property. For purposes of greater certainty, each of the Co-Owners hereby authorizes the Operator on behalf of the Co-Owner and with the Co-Owner's funds to make any and all remittances and filings within the time period required therefor under the provisions of the *Land Transfer Tax Act* relating to LTT pursuant to the *Land Transfer Tax Act* required to be made by the Co-Owner arising from the acquisition and/or ownership of the Interest.

21. Power of Attorney

Each of the Co-Owners acknowledges and agrees that the covenants and obligations between the Vendor (whether in its capacity as "Operator" or otherwise) contemplated in clause 7 of the Purchase Agreement and the provisions of this Agreement, have been made for valuable consideration, the sufficiency and receipt whereof is hereby confirmed and acknowledged. Each Co-Owner hereby irrevocably nominates, constitutes and appoints each of the Operator and the Nominee, acting alone or together, with full power of substitution, as his true and lawful attorney and agent with full power and authority in his name, place and stead, for his use and benefit to do the following, as fully and effectually as the Co-Owner could do if personally performed including, without limitation:

(a) execute and deliver all such documents or instruments on behalf of and in the name of the Co-Owners, or any of them, as may be deemed necessary by the Operator to carry out fully the provisions of this Agreement in accordance with its terms;

(b) execute, swear to, acknowledge, deliver, file and/or remit to or with the Ministry of Finance (Ontario) pursuant to the *Land Transfer Tax Act*, as amended, all necessary returns and reittances in connection with the acquisition by the Co-Owners of their respective Interests in the Property;

(c) execute, swear to, acknowledge, deliver and file and/or remit to or with the CRA, all necessary instruments, declarations, certificates and other documents, and remittances relating to HST;

TCX627-TCX652-50162

(d) execute, swear to, acknowledge, deliver and file as and where required any election made pursuant to subsection 273(1) of the *Excise Tax Act* as contemplated in each Purchase Agreement;

(e) execute and deliver all conveyances, agreements, documents and other instruments pertaining to the sale, development, redevelopment, financing, refinancing or leasing of the Property as the Operator determines is in the best interests of the Co-Owners; and

(f) execute, swear to, acknowledge, deliver and file any and all CRA non-resident personal income tax returns and HST returns.

Each Co-Owner acknowledges and confirms that the power of attorney granted herein is irrevocable, is a power coupled with an interest, will survive the death, disability or other legal incapacity of the Co-Owner and will survive the assignment (to the extent of the Co-Owner's obligations hereunder) by the Co-Owner of the whole or any part of his Interest and extends to the heirs, executors, administrators, successors and assigns of the Co-Owner and may be exercised by the Operator or the Nominee, acting alone or together, executing on behalf of the Co-Owners, or any of them, any instrument, by listing all of the Co-Owners to be bound by such instrument with a single signature as attorney and agent for all of them, or otherwise. Each of the Co-Owners agrees to be bound by any representations and actions made or taken in good faith by the Nominee and/or the Operator pursuant to such power of attorney in accordance with the terms hereof and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the Nominee or the Operator taken in good faith under such power of attorney.

22. Indemnification

Each of the Co-Owners agrees, severally and not jointly or jointly and severally, to indemnify and hold harmless the Operator and the Nominee from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees) incurred by the Vendor or the Nominee, or by any one or more attorneys appointed by it or them under the power to substitute pursuant to the power of attorney provision contained in Section 21 above, by reason of acts, omissions or alleged acts or omissions arising out of the activities of the Operator or the Nominee on behalf of the Co-Owners or in furtherance of the Interests of the Co-Owners but only if the acts, omissions or the alleged acts or omissions in respect of which any actual or threatened action, proceeding or claim are based, were performed in good faith and were not performed or omitted fraudulently or in bad faith or as a result of the negligence of the Operator or the Nominee.

TCX627-TCX652-50162

23. Becoming a Co-Owner

Each of the Co-Owners agrees that, by his execution of a counterpart of this Agreement, and upon the completion of his acquisition of his Interest from the Vendor pursuant to the Purchase Agreement, he shall be deemed to be a Co-Owner, and the provisions of this Agreement shall constitute an agreement among the Vendor, the Nominee, such Co-Owner and all other Co-Owners from time to time. The Co-Owners acknowledge and agree that the Vendor shall have the right, but not the obligation, to retain an undivided beneficial Interest in the Property, to whatever extent it wishes from time to time, and the Vendor will therefore be a Co-Owner to the extent that it retains any such Interest.

24. Competing Interests

Each of the Co-Owners, the Operator and the Nominee is entitled, without the consent of any of the others of them, to carry on any business or activity of the same nature and competing with that of the Co-Owners, and is not liable to account to any of the other of them.

25. Notices

Any notice, communication or payment required or permitted to be given to the Nominee, the Operator or the Co-Owners hereunder shall be in writing and shall be given by delivery or by mailing to same to be addressed as follows:

(a) To the Nominee or the Operator at its respective mailing address provided in Section 4 above.

(b) To each Co-Owner at his last address shown on the records maintained by the Operator.

Any notice, communication or payment delivered as aforesaid shall be in the English language but may be accompanied by an unofficial translation and shall be deemed to have been given to the addressee on the day of delivery or, if mailed as aforesaid, shall be deemed to have been given to the addressee on fifth (5^{th}) business day following the date of deposit thereof in the mail service of Japan, provided that, for such purposes, no day during which there shall be a strike or other occurrence which shall interfere with normal mail services shall be considered a business day. Accidental or inadvertent omission or failure to give any notice, communication or payment required or permitted to be given to any Co-Owner shall not affect the validity or legality of any proceeding or action undertaken in respect thereof.

TCX627-TCX652-50162

26. Further Acts

The parties hereto agree to execute and deliver such further and other documents and to perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

27. Binding Effect

Subject to the restrictions on assignment and transfer herein contained, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and assigns.

28. Severability

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

29. Counterparts

This Agreement may be executed in any number of counterparts, by original or facsimile signature, with the same affect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same agreement.

30. Reference Date

This Agreement is dated for reference purposes as of the 10TH day of November 2016.

31. Time

Time shall be of the essence hereof.

32. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, in the Country of Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

33. No Intention to Create a Partnership

The Co-Owners acknowledge, agree and declare that the entering into of this Agreement does not, and is not intended to, create a partnership, for either legal, income tax, accounting or other purposes. The Co-Owners further declare nothing herein is to be construed as a limitation of the powers or rights of any Co-Owner to carry on its separate respective activities. Except for the Operator as contemplated in this Agreement, none of the Co-Owners shall have the right to bind any of the other Co-Owners, transact any business in any of the other Co-Owners' names or on their behalf or incur any liability for or on behalf of any of the other Co-Owners. The Co-Owners agree that they shall each report their income or loss arising from the ownership of their Interests, for both accounting and income tax purposes, and to the applicable taxing authorities, as co-venturers independent of one another, and not as partners in a partnership.

IN WITNESS WHEREOF this Agreement is executed as of the day and year first above written.

Vendor:

TGP - TALBOT CROSSING INC.

Per: _____
Authorized Signing Officer

I have authority to bind the Corporation.

Nominee:

TALBOT CROSSING INC.

Per: _____
Authorized Signing Officer

I have authority to bind the Corporation.

Witness:

_____
(Print Name) CHIAKI HAYASHI

Co-Owner:

_____ ★
(Print Name) HIRONORI KOBAYASHI

Interest: 26/1162ND

TCX627-TCX652-50162

APPENDIX I

LEGAL PROPERTY DESCRIPTION

Lands and premises located at 5980 Colonel Talbot Road, fronting on the East side of Colonel Talbot, in the City of London, In the Province of Ontario, In the Country of Canada and Legally Described as Part Lot 58 and 59 ETR Designated Part 1 33R9477; Subject to 871357 and Being Irregularly Shaped

TCX627-TCX652-50162

CERTIFICATE OF INTEREST

Cert. No. TCX JP c0c7c76d30bd3dcaefc96f40275bdc0a

ID: 50162 UDI: TCX627-TCX652

Interest: 26/1162ND

This is to certify that HIRONORI KOBAYASHI is the owner of an undivided beneficial 26/1162ND interest (the "Interest") representing a value of TWO HUNDRED SIXTY THOUSAND DOLLARS ONLY of lawful money of Canada (C$260,000.00) in the real property being those lands and premises located at 5980 Colonel Talbot Road, fronting on the East side of Colonel Talbot, in the City of London, In the Province of Ontario, In the Country of Canada and Legally Described as Part Lot 58 and 59 ETR Designated Part 1 33R9477; Subject to 871357 and Being Irregularly Shaped (the "Property") and that TALBOT CROSSING INC., as the registered holder of title to the Property, declares and acknowledges that it is holding title to the Property for and on behalf of HIRONORI KOBAYASHI, to the extent of the Interest.

Reference is made to the co-owners agreement (the "Agreement") dated for reference as of the 10TH day of November 2016 among TGP - TALBOT CROSSING INC., TALBOT CROSSING INC., the owner of the Interest named within the Certificate of Interest, and all other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of the Agreement. The Agreement provides for certain rights and obligations of the owners of undivided beneficial interest in the Property.

This Certificate and the Interest represented hereby are not transferable by delivery but only by the registered holder hereof, or by his agent duly authorized in writing, upon compliance with the provisions of the Agreement, including delivery to TGP - TALBOT CROSSING INC. at its principal office in Mississauga, Ontario, of this Certificate properly endorsed together with a transfer in the form required by TGP - TALBOT CROSSING INC. duly executed.

IN WITNESS WHEREOF TALBOT CROSSING INC. and TGP - TALBOT CROSSING INC. have caused this Certificate to be signed by their duly authorized officers.

DATED: August 18, 2017

TALBOT CROSSING INC.

Per: _____
Authorized Signing Officer

TGP - TALBOT CROSSING INC.

Per: _____
Authorized Signing Officer

20787

JP50159
6/26/2017

TRANS GLOBAL PARTNERS
A SOLID FUTURE

TALBOT CROSSING INC.

HIRONORI KOBAYASHI

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AGREEMENT OF PURCHASE AND SALE

B E T W E E N:

TGP - TALBOT CROSSING INC.,
a corporation incorporated under the laws of the Province of Ontario,
(hereinafter referred to as the "**Vendor**");

- and –

HIRONORI KOBAYASHI,
(hereinafter referred to as the "**Purchaser**").

WHEREAS the Vendor is or has the right to become the beneficial owner of certain real property being those lands and premises located at 5980 Colonel Talbot Road, fronting on the East side of Colonel Talbot, in the City of London, In the Province of Ontario, In the Country of Canada and Legally Described as Part Lot 58 and 59 ETR Designated Part 1 33R9477; Subject to 871357 and Being Irregularly Shaped

(the "**Property**");

AND WHEREAS the Vendor has agreed to sell and the Purchaser has agreed to purchase an undivided beneficial interest in the Property;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser an undivided 43/1162ND beneficial interest (the "**Interest**") in the Property.

2. The purchase price shall be FOUR HUNDRED THIRTY THOUSAND DOLLARS ONLY ($430,000.00) of lawful money of Canada, payable in full on the 18TH day of AUGUST 2017 (the "**Closing Date**"). The parties agree that the purchase price is exclusive of applicable harmonized sales tax (collectively, referred to herein as "**HST**") pursuant to the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended (the "**ETA**"). Inclusive to the purchase price, the Purchaser will be responsible for the payment of land transfer tax ("**LTT**") under the *Land Transfer Tax Act*, R.S.O., c.L.6, as amended (the "**LTTA**"), in the amount of FOUR THOUSAND NINE HUNDRED SEVENTY-FIVE DOLLARS AND FORTY-NINE CENTS ($4,975.49). The Purchaser covenants to make any and all necessary filings and remittances within the time periods required therefore under the provisions of the LTTA, and the regulations thereunder. The Purchaser hereby authorizes the Vendor on behalf of the Purchaser and with the Purchaser's funds, to make any and all remittances and filings within the time periods required therefore under the provisions of the LTTA relating to LTT pursuant to the LTTA required to be made by the Purchaser arising from its acquisition of the Interest.

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3. The Interest in the Property is purchased on an "as is, where is" basis, with no representations or warranties by the Vendor, except as contained in Section 9.

4. Registered title to the Property shall be free and clear of any mortgage or charge whatsoever on the Closing Date. The Vendor shall pay and discharge any mortgage or lien which is not by this contract specifically assumed by the Purchaser. Title to the Property and to the Interest therein shall be subject to all charges, liens and encumbrances currently registered against title to the Property (other than any financial mortgage or charge which the Vendor is required to discharge), which, for purposes of greater certainty, shall include registered restrictions or covenants that run with the lands, registered municipal agreements and registered agreements with publicly regulated utilities, easements for the supply of domestic utility or telephone services to the Property or properties which are adjacent to the Property, easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the Property and the restrictions and reservations in the Crown patent.

5. The Purchaser acknowledges that registered title to the Property will be in the name of TALBOT CROSSING INC. (the "**Nominee**"), which shall execute an acknowledgement that it is holding registered title to the Interest on behalf of the Purchaser, as the beneficial owner thereof, as contemplated in the Co-Owners Agreement referred to below. The Purchaser covenants and agrees that he/she shall not register this Agreement, the Co-Owners Agreement, notice of this Agreement, notice of the Co-Owners Agreement, notice of the Interest, or any caution, against title to the Property, and that the provisions of this Section 5 shall survive forever the completion of the transaction of purchase and sale contemplated in this Agreement and shall not merge.

6. The Purchaser agrees that, concurrently with its execution and delivery of this Agreement, it shall execute and deliver a counterpart of the co-owners agreement in the form annexed hereto as Schedule "A" (the "**Co-Owners Agreement**"), which agreement shall govern, among other things, any future sale, financing and/or development of the Property and which provisions shall constitute the agreement among the Nominee, as the registered holder of title to the Property holding undivided interests therein for and on behalf of the owners of undivided beneficial interests in the Property, the Vendor, as operator of the Property appointed by the co-owners of undivided beneficial interests in the Property pursuant to the Co-Owners Agreement, the Purchaser, as the beneficial owner of the Interest, and all other co-owners of undivided beneficial interests in the Property from time to time who execute a counterpart of the Co-Owners Agreement. The Purchaser acknowledges that the Vendor shall have the right, but not the obligation, to retain an undivided beneficial interest in the Property and thus to be a Co-Owner.

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7. The Purchaser hereby authorizes the Vendor to make any and all filings and remittances relating to HST pursuant to the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended (the "**ETA**"), including the regulations thereunder, arising from the acquisition by the Purchaser of the Interest. The Purchaser hereby specifically authorizes the Vendor, on behalf of the Purchaser, to make and file an election or elections jointly with the Vendor under subsection 273(1) of the ETA. The Purchaser hereby represents and warrants that it is a registrant for HST purposes under the provisions of the ETA, under the registration number set out below, or it is exempt from the requirement to be registered under the provisions of the ETA.

8. This Agreement shall be effective to create an interest in the Property only if the Vendor complies with the subdivision control provisions of the *Planning Act* (Ontario) on closing, and the Vendor covenants to proceed diligently at its expense to obtain any necessary consent by closing.

9. The Vendor hereby represents and warrants that it is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).

10. All notices required hereunder shall be in writing and may be served either personally upon the parties or by mail addressed to the parties at their respective last known addresses.

11. This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective heirs, administrators, executors, successors and assigns.

12. This Agreement shall supercede any and all previous discussions, representations, agreements or understandings made by or on behalf of either of the parties hereto for or relating to the purchase and sale of the Interest or otherwise relating to the Property.

13. Schedule "A" annexed hereto is an integral part of this Agreement and forms part hereof.

14. If the Purchaser is comprised of more than one person, all references to the "Purchaser" in this Agreement shall be references to such persons, and all covenants and obligations of such persons shall be joint and several.

15. Words importing the masculine gender include the feminine or neuter genders and words in the singular include the plural and vice versa. All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

16. This Agreement may be executed in any number of counterparts, by original or facsimile signature, with the same affect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same agreement.

TCX584-TCX626-50159

17. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario.

18. Time shall be of the essence hereof.

19. The Purchaser hereby accepts the terms of this Agreement and agrees to be bound by the terms contained herein.

DATED at FUKUI, JAPAN, this 20TH day of DECEMBER 2016, at ____ o'clock ___a.m./p.m.

SIGNATURE OF WITNESS

SIGNATURE OF WITNESS

CHIAKI HAYASHI
(Print Name)

小林 博紀

SIGNATURE OF PURCHASER

HIRONORI KOBAYASHI
(Print Name)

HST Number: 80496 0508 RT0002

SIGNATURE OF WITNESS

(Print Name)

SIGNATURE OF PURCHASER

(Print Name)

HST Number:

The Vendor hereby accepts the terms of this Agreement and agrees to be bound hereby.

DATED at Mississauga, Canada, this 26th day of June, 2017, at _____ o'clock ____a.m./p.m.

SIGNATURE OF WITNESS

Yukiko Morimitsu
(Print Name)

INTEREST: 43/1162ND

TGP - TALBOT CROSSING INC.

Per: D. Lane.

Authorized Signing Officer
I have authority to bind the Corporation.

HST Number:
76552 3097 RT0001

SCHEDULE "A"

CO-OWNERS AGREEMENT

THIS CO-OWNERS AGREEMENT is made as of 10TH day of November 2016.

A M O N G

TALBOT CROSSING INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Nominee**")

OF THE FIRST PART

- and –

TGP - TALBOT CROSSING INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Operator**")

OF THE SECOND PART

- and –

HIRONORI KOBAYASHI,
(hereinafter referred to as the "**Purchaser**")

OF THE THIRD PART

- and –

All other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of this Agreement
(hereinafter collectively referred to as the "**Co-Owners**")

OF THE FOURTH PART

TCX584-TCX626-50159

WHEREAS the Vendor has sold to the Purchaser, and the Purchaser has purchased from the Vendor, an undivided 43/1162ND beneficial interest (the "**Interest**") in the real property being those lands and premises located at 5980 Colonel Talbot Road, fronting on the East side of Colonel Talbot, in the City of London, In the Province of Ontario, In the Country of Canada and Legally Described as Part Lot 58 and 59 ETR Designated Part 1 33R9477; Subject to 871357 and Being Irregularly Shaped (the "**Property**"), pursuant to an agreement of purchase and sale made between the Purchaser and the Vendor;

AND WHEREAS the Nominee is the registered owner of the Property and has agreed to hold the aforesaid Property as nominee and bare trustee for and on behalf of the Co-Owners from time to time;

AND WHEREAS, for purposes of greater certainty, upon completion of the acquisition by the Purchaser of his respective Interest pursuant to the aforesaid agreement of purchase and sale, the Purchaser shall be deemed to be one of the Co-Owners under this Agreement;

AND WHEREAS every purchaser from the Vendor of an undivided beneficial interest in the Property will be required to execute a counterpart of this Agreement and be bound as a Co-Owner under this Agreement;

AND WHEREAS the parties hereto wish to enter into this Agreement in order to set forth certain matters regarding the Co-Owners' continued ownership of undivided beneficial interests in the Property and the provisions which are to govern their continued co-ownership and any future sale, financing and/or development of the Property.

NOW THEREFORE in consideration of the payment of the sum of One Dollar ($1.00) and other good and valuable consideration now paid by each party to the other, the receipt of which is hereby acknowledged, and of the premises and the mutual covenants herein contained, the parties hereto hereby covenant and agree as follows:

1. Definitions

For the purposes of this Agreement, the following terms shall be deemed to have the following meanings:

(a) **"this Agreement"**, **"hereof"**, and **words to like effect**, mean this Co-Owners agreement, as it may be amended, supplemented and/or restated from time to time;

(b) **"CRA"** means the Canada Revenue Agency establish under the *Income Tax Act*;

(c) **"Certificate of Interest"** means the form of certificate issued by the Nominee to a Co-Owner, following completion of the Co-Owner's acquisition of an Interest pursuant to his respective Purchase Agreement, pursuant to which the Nominee acknowledges that it holds registered title to the Property in trust for and on behalf of such Co-Owner, to the extent of such Co-Owner's respective Interest;

(d) "**Co-Owners**" means the owners from time to time of Interests, and shall include the Purchaser upon the completion of his acquisition of his respective Interset pursuant to his respective Purchase Agreement, and "Co-Owner" means any of the Co-Owners. The Vendor shall have the right, but not the obligation, to retain an undivided beneficial interest in the Property in its discretion, and so long as it does, it shall be deemed to be a "Co-Owner" for the purposes of this Agreement;

(e) "***Excise Tax Act***" means the *Excise Tax Act* (Canada), as amended from time to time, including the regulations made pursuant thereto;

(f) "**HST**" means the harmonized sales tax payable pursuant to the *Excise Tax Act*;

(g) "***Income Tax Act***" means the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.), as amended from time to time, including the regulations made pursuant thereto;

(h) "**Interest**" means the undivided beneficial interest in the Property owned by a particular Co-Owner, and "Interests" means every Interest;

(i) "***Land Transfer Tax Act***" means the *Land Transfer Tax Act*, R.S.O. c.L.6, as amended;

(j) "**LTT**" means the land transfer tax payable pursuant to the *Land Transfer Tax Act*;

(k) "**Net Income**" shall have the meaning attributed thereto in Section 7(j);

(l) "**Nominee**" means TALBOT CROSSING INC.;

(m) "**Operator**" means the Vendor;

(n) "**Ordinary Resolution**" means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 51% of the aggregate Interests in the Property;

(o) "**Property**" means the real property legally described on Appendix I annexed hereto;

(p) "**Purchase Agreement**" means the form of agreement of purchase and sale entered into among the Vendor, as vendor, and each Co-Owner (other than the Vendor), as purchaser, pursuant to which each Co-Owner agreed to acquire its respective undivided beneficial Interest in the Property;

(q) "**Special Resolution**" means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 80% of the aggregate Interests in the Property;

(r) "**Vendor**" means TGP - TALBOT CROSSING INC., a corporation incorporated under the laws of the Province of Ontario.

TCX584-TCX626-50159

2. Interpretation

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) the division of this Agreement into Articles, paragraphs, subparagraphs and appendices and the insertion of headings are provided for convenience only and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;

(b) all references to currency herein are references to lawful money of Canada;

(c) any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time and to any statute or regulation that may be passed which has the effect of supplementing or superceding the statute so referred to or the regulations made pursuant thereto;

(d) any reference to an entity shall include and shall be deemed to be a reference to any entity that is a successor to such entity;

(e) words importing the masculine gender include the feminine or neuter genders and words in the singular include the plural and vice versa; and

(f) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

3. Title

Legal title to the Property shall at all times be held in the name of the Nominee, which shall hold the same as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests.

4. Mailing Addresses

The mailing address of the Nominee and of the Operator shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee and/or the Operator may change its mailing address from time to time by giving notice to that effect from time to time to all Co-Owners, pursuant to the notice provisions contained in this Agreement.

5. Warranties of the Nominee

The Nominee represents and warrants to each of the Co-Owners that:

(a) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(b) it has and shall continue to have to requisite capacity and corporate authority to act as Nominee and to perform its obligations under this Agreement; and

(c) it shall not carry on any business other than for the purposes set forth in this Agreement.

6. Operation and Management of the Property

The Co-Owners hereby appoint the Operator as the operator of the Property. Subject to those matters requiring an Ordinary Resolution, the Operator shall have full power and authority to administer, manage, control, operate, finance, refinance, develop, lease, grant easements and other rights in, under and over, and sell, the Property and to do any act, take any proceeding, make any decision and execute and deliver and swear to any instrument, deed, agreement, affidavit or document necessary for or incidental to any of the foregoing, for and on behalf and in the name of the Co-Owners. No person dealing with the Operator will be required to enquire into the authority of the Operator to do any act, take any proceeding, make any decision or execute and deliver any instrument, deed, agreement or document for or on behalf or in the name of the Co-Owners.

7. Specific Powers of the Operator

Without limiting the generality of the provisions of Section 6 hereof, but subject to those matters requiring an Ordinary Resolution, it is acknowledged and agreed that the Operator is authorized at all times for and on behalf of and without further authority from the Co-Owners:

(a) to engage such professional advisers as the Operator considers advisable in order to perform its duties hereunder;

(b) to open and operate a separate bank account in respect of the Property in a Canadian chartered bank or trust company, into which all rentals and other income earned from the Property shall be deposited and out of which all expenses properly relating to the Property shall be paid;

(c) to execute, deliver and carry out all other agreements which require execution by or on behalf of the Co-Owners or the Nominee, including without limitation, development agreements, site plan agreements, easements and rights of way;

(d) to enter lease and/or tenancy arrangements in respect of the Property and to collect all rentals and other income therefrom, provided that nothing herein shall constitute a guarantee by the Operator of the payment of any rent by tenants;

(e) to pay all taxes, fees and other expenses relating to the orderly maintenance and management of the Property;

(f) to commence or to defend on behalf of the Co-Owners, the Nominee, or itself, any and all actions and other proceedings pertaining to the Property or to the Co-Owners;

TCX584-TCX626-50159

(g) to determine the amount and type of insurance coverage, if any, to be maintained in order to protect the Property and the Co-Owners from all usual perils of the type covered in respect of comparable properties and in order to comply with the requirements of any lenders of funds;

(h) to employ and pay and discharge on behalf of the Co-Owners all servants, employees or contractors necessary to be employed in the management and operation of the Project;

(i) to contract on behalf of the Co-Owners for water, gas, electricity and other services and commodities necessary for the operation and maintenance of the Property; and

(j) to distribute the Net Income from the ownership, operation, use, financing, refinancing, and/or sale of the Property to each Co-Owner, proportionate to its respective Interest. For the purposes of this Agreement, "Net Income" shall mean the gross receipts derived from the Property, received by or on behalf of the Co-Owners from the ownership, operation, use, financing, refinancing, sale, and/or development of the Property minus the aggregate of all proper expenses and charges incurred in connection therewith, calculated on an accrual basis, including:

(i) payment of principal and interest owing to mortgagees or other encumbrancers, or other lenders;

(ii) realty taxes, assessments, charges or levies made by any duly constituted governmental or statutory authority, due and owing and secured by a right or apparent right to claim a lien or charge upon the Interests, or any of them, or the Property, and money due and owing from improvements to the Property secured by a lien or charge in favour of materialmen or workmen or trade contractors or other like persons or corporations upon the Interests, or any of them, or the Property;

(iii) all costs and expenses of any sale, financing or refinancing;

(iv) all development costs and expenses;

(v) all costs and expenses of operating, maintaining, leasing, managing, using, and/or developing the Property, and the costs and expenses of repair;

(vi) lighting, electricity and public utilities costs and expenses;

(vii) professional fees reasonably attributed to the Property, its operation, use, financing, refinancing, sale and/or development;

(viii) all other costs, expenses or disbursements which are properly attributable to the Property, except payments to the Co-Owners on account of capital or distribution of Net Income; and

(ix) reserves in such amount as deemed appropriate by the Operator from time to time, including without limitation for the purposes of

TCX584-TCX626-50159

replacement of major equipment, major renovations and repairs, leasehold improvements, marketing costs and any other reserves normally required for the prudent operation, use, financing, refinancing, sale and/or development of a like property.

Each Co-Owner shall have a proportionate beneficial interest in all of the gross cash receipts derived from the Property and shall be responsible for its proportionate interest of the expenses and charges incurred in connection with the Property, in each case proportionate to its respective Interest. Each Co-Owner hereby irrevocably directs the Operator to pay its proportionate share of such expenses and charges out of its proportionate share of such gross cash receipts.

The Operator may, in its discretion, but shall be under no obligation, to lend money to the Co-Owners for the purposes of the Property. The terms and conditions of any such loan shall be determined by the Operator.

8. Authority to Withhold

The Operator is authorized to withhold any amounts required to be withheld from any distribution or other payment to a Co-Owner pursuant to the provisions of the *Income Tax Act* and to make payment of any such amount on behalf of a Co-Owner to the CRA, as may be required by law.

9. Powers Exercisable by Ordinary Resolution

The following powers shall only be exercisable by Ordinary Resolution passed by the Co-Owners:

(a) approving the sale or exchange in a single transaction of all of the Interests and the Property, pursuant to Section 19 hereof;

(b) approving a proposal to develop the Property pursuant to Section 18; and

(c) subject to Section 17, consenting to the amendment of this Agreement;

10. Power Exercisable by Special Resolution

The following power shall only be exercisable by Special Resolution passed by the Co-Owners:

(a) at any time following November 10, 2024, terminating the appointment of the Operator and appointing a new operator from time to time.

TCX584-TCX626-50159

11. Transfers of Interest

No Co-Owner shall sell, transfer, mortgage or otherwise encumber or dispose of its Interest in the Property, except in compliance with the registration and prospectus requirements of the *Securities Act* (Ontario) and any other applicable securities legislation, and in accordance with the provisions of this Agreement. The Operator shall record the names and address of the Co-Owners, the Interest held by each of the Co-Owners and particulars of transfers of Interests.

Interests may be assigned and transferred by a Co-Owner or his agent duly authorized in writing if the following conditions are satisfied:

(a) the transferee has delivered to the Operator an executed assignment and transfer of the Interest in such form as may be acceptable to the Operator;

(b) the transferee has agreed in writing in such form as may be acceptable to the Operator, to be bound by the terms of this Agreement and to assume the obligations of the transferring Co-Owner under this Agreement in respect of the Interest being assigned and transferred to him;

(c) the transferee delivers or causes to be delivered to the Operator the Certificate of Interest issued pursuant to this Agreement for the Interest being assigned and transferred, duly endorsed for transfer by the transferring Co-Owner;

(d) the transferee pays such costs, expenses and disbursements, including legal fees, as are reasonably incurred by the Operator by reason of the assignment and transfer;

(e) the transferee pays all applicable HST pursuant to the *Excise Tax Act*, and all applicable LTT pursuant to the *Land Transfer Tax Act*, and makes any and all necessary filings and remittances within the time periods required therefor under the provisions of the *Excise Tax Act* and the *Land Transfer Tax Act* and the respective regulations thereunder;

(f) the transferring Co-Owner shall either provide the transferee with evidence reasonably satisfactory to the transferee that the transferring Co-Owner is not then a "non-resident" of Canada within the meaning of the *Income Tax Act* (Canada) or provide the transferee with a certificate pursuant to subsection 116(2) of the *Income Tax Act* (Canada) with a certificate limit in an amount not less than the purchase price for the Interest being assigned and transferred; provided that if such evidence or certificate is not forthcoming, the transferee shall be entitled to make the payment of tax required under section 116 of the *Income Tax Act* (Canada) and to deduct such payment from the purchase price for the Interest being assigned and transferred; and

(g) such other requirements as may be required by law (including compliance by the transferring Co-Owner with the provisions of the *Securities Act* (Ontario) to the extent applicable and any other applicable securities law), or as may be reasonably required by the Operator, are satisfied.

When a transferee of an Interest is entitled to become a Co-Owner pursuant to the provisions hereof, the Operator will:

(a) record a transfer of the Interest;

(b) forward a notice of the transfer of the Interest to the transferee; and

(c) forward a Certificate of Interest to the transferee in respect of the Interest so transferred.

12. Operator Not Bound to See to Trust or Equity

The Operator shall not be bound to see to the execution of any trust, express, implied or constructive, or any charge, pledge or equity to which any Interest is subject, or to ascertain or inquire whether any sale or transfer of any such Interest by any Co-Owner or by his personal representatives is authorized by such trust, charge, pledge or equity, or to recognize any person having any interest therein except for the person or persons recorded as such Co-Owner.

13. Incapacity, Death, Insolvency or Bankruptcy

Where a person becomes entitled to an Interest on the incapacity, death, insolvency or bankruptcy of a Co-Owner or otherwise by operation of law, in addition to the requirements of Section 11 hereof, that person will not be recorded as or become a Co-Owner until:

(a) he produces evidence satisfactory to the Operator of such entitlement;

(b) he has agreed in writing, in form satisfactory to the Operator, to be bound by he terms of this Agreement and to assume the obligations of a Co-Owner under this Agreement; and

(c) he has delivered such other evidence, approvals and consents in respect of such entitlement as the Operator may require and as may be required by applicable law or by this Agreement.

14. Certificate of Interests

An Certificate of Interest shall be in such form as is from time to time approved by the Operator and shall be signed by the Nominee and shall not be valid unless countersigned by the Operator.

15. Lost Certificate of Interests

Where a Co-Owner claims that the Certificate of Interest representing his Interest has been defaced, lost, apparently destroyed or wrongly taken, the Operator may cause a new Certificate of Interest to be issued, provided that the Co-Owner files with the Operator an indemnity or indemnity bond in such form and in such amount as is satisfactory to the Operator and Nominee to protect the Operator, the Nominee and the Co-Owners from any loss, cost or damage that they may incur or suffer by complying with the request to issue a new Certificate of Interest, and provided further that the Co-Owner satisfies all other reasonable requirements imposed by the Operator, including delivery of a form of proof of loss.

TCX584-TCX626-50159

16. Books and Records

The Operator will keep or cause to be kept on behalf of the Co-Owners at the Operator's principal place of business in Ontario:

(a) full and accurate books of account and records reflecting the receipts and expenditures relating to the Property; and

(b) a record of Co-Owners setting out the name and address of each of Co-Owner and the Interest held by each Co-Owner.

17. Amendment of Agreement

This Agreement may be amended in writing on the initiative of the Operator with the consent of the Co-Owners given by Ordinary Resolution. The Operator may, without prior notice to or consent from the Co-Owners, amend any provision of this Agreement from time to time:

(a) to cure an ambiguity or to correct or supplement any provision contained herein which, in the reasonable opinion of the Operator, may be defective or inconsistent with any other provision contained herein, and with respect to which the cure, correction or supplemental provision does not and will not substantially adversely affect the Interests of the Co-Owners; or

(b) to make such other provisions in regard to matters or questions arising under this Agreement which, in the reasonable opinion of the Operator, do not and will not substantially adversely affect the Interest of the Co-Owners.

The Co-Owners will be notified of full details of such amendments to this Agreement within thirty (30) days of the effective date of the proposed amendment.

18. Development of the Property

Any proposal to develop the Property received by the Operator from a developer (which developer may include the Vendor) which the Operator supports, shall be presented to all of the Co-Owners. If the Co-Owners shall approve of such development proposal by Ordinary Resolution, then the Operator shall be irrevocably entitled to proceed with such proposal, which shall form the basis of a development plan which shall be drawn up with the assistance of the Operator, subject to all such amendments as may generally be required to be made thereto, in the discretion of the Operator.

19. Sale of the Property

An offer to purchase 100% of the Interests and the Property received by the Operator, which the Operator supports, shall be presented to all of the Co-Owners. If such offer to purchase is accepted by the Co-Owners by way of Ordinary Resolution, then the Operator and/or the Nominee shall have the right and authority to accept such offer, which acceptance shall be binding upon all of the Co-Owners.

TCX584-TCX626-50159

20. HST and LTT

Each of the Co-Owners hereby authorizes the Operator to make any and all filings and/or remittances relating to HST arising out of the purchase by each Co-Owner from the Vendor of his respective Interest in the Property, as well as HST arising out of the management and operation of the Property. In executing the Purchase Agreement, each Co-Owner has authorized the Vendor, on its behalf, to make an file an election or elections jointly with the Vendor under subsection 273(1) of the *Excise Tax Act*.

For purposes of greater certainty, each of the Co-Owners hereby authorizes the Operator to carry out any HST reporting or filing obligations that are required or available to the Co-Owners in respect of their Interests. Such authority shall include the execution of any documents that have to be or which may be advisable to be executed under the *Excise Tax Act*.

Each of the Co-Owners hereby authorizes the Operator to make any and all filings and/or remittances, from funds provided by the Co-Owner, relating to LTT arising out of the purchase by each Co-Owner from the Vendor of his respectived Interest in the Property. For purposes of greater certainty, each of the Co-Owners hereby authorizes the Operator on behalf of the Co-Owner and with the Co-Owner's funds to make any and all remittances and filings within the time period required therefor under the provisions of the *Land Transfer Tax Act* relating to LTT pursuant to the *Land Transfer Tax Act* required to be made by the Co-Owner arising from the acquisition and/or ownership of the Interest.

21. Power of Attorney

Each of the Co-Owners acknowledges and agrees that the covenants and obligations between the Vendor (whether in its capacity as "Operator" or otherwise) contemplated in clause 7 of the Purchase Agreement and the provisions of this Agreement, have been made for valuable consideration, the sufficiency and receipt whereof is hereby confirmed and acknowledged. Each Co-Owner hereby irrevocably nominates, constitutes and appoints each of the Operator and the Nominee, acting alone or together, with full power of substitution, as his true and lawful attorney and agent with full power and authority in his name, place and stead, for his use and benefit to do the following, as fully and effectually as the Co-Owner could do if personally performed including, without limitation:

(a) execute and deliver all such documents or instruments on behalf of and in the name of the Co-Owners, or any of them, as may be deemed necessary by the Operator to carry out fully the provisions of this Agreement in accordance with its terms;

(b) execute, swear to, acknowledge, deliver, file and/or remit to or with the Ministry of Finance (Ontario) pursuant to the *Land Transfer Tax Act*, as amended, all necessary returns and reittances in connection with the acquisition by the Co-Owners of their respective Interests in the Property;

(c) execute, swear to, acknowledge, deliver and file and/or remit to or with the CRA, all necessary instruments, declarations, certificates and other documents, and remittances relating to HST;

TCX584-TCX626-50159

(d) execute, swear to, acknowledge, deliver and file as and where required any election made pursuant to subsection 273(1) of the *Excise Tax Act* as contemplated in each Purchase Agreement;

(e) execute and deliver all conveyances, agreements, documents and other instruments pertaining to the sale, development, redevelopment, financing, refinancing or leasing of the Property as the Operator determines is in the best interests of the Co-Owners; and

(f) execute, swear to, acknowledge, deliver and file any and all CRA non-resident personal income tax returns and HST returns.

Each Co-Owner acknowledges and confirms that the power of attorney granted herein is irrevocable, is a power coupled with an interest, will survive the death, disability or other legal incapacity of the Co-Owner and will survive the assignment (to the extent of the Co-Owner's obligations hereunder) by the Co-Owner of the whole or any part of his Interest and extends to the heirs, executors, administrators, successors and assigns of the Co-Owner and may be exercised by the Operator or the Nominee, acting alone or together, executing on behalf of the Co-Owners, or any of them, any instrument, by listing all of the Co-Owners to be bound by such instrument with a single signature as attorney and agent for all of them, or otherwise. Each of the Co-Owners agrees to be bound by any representations and actions made or taken in good faith by the Nominee and/or the Operator pursuant to such power of attorney in accordance with the terms hereof and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the Nominee or the Operator taken in good faith under such power of attorney.

22. Indemnification

Each of the Co-Owners agrees, severally and not jointly or jointly and severally, to indemnify and hold harmless the Operator and the Nominee from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees) incurred by the Vendor or the Nominee, or by any one or more attorneys appointed by it or them under the power to substitute pursuant to the power of attorney provision contained in Section 21 above, by reason of acts, omissions or alleged acts or omissions arising out of the activities of the Operator or the Nominee on behalf of the Co-Owners or in furtherance of the Interests of the Co-Owners but only if the acts, omissions or the alleged acts or omissions in respect of which any actual or threatened action, proceeding or claim are based, were performed in good faith and were not performed or omitted fraudulently or in bad faith or as a result of the negligence of the Operator or the Nominee.

TCX584-TCX626-50159

23. Becoming a Co-Owner

Each of the Co-Owners agrees that, by his execution of a counterpart of this Agreement, and upon the completion of his acquisition of his Interest from the Vendor pursuant to the Purchase Agreement, he shall be deemed to be a Co-Owner, and the provisions of this Agreement shall constitute an agreement among the Vendor, the Nominee, such Co-Owner and all other Co-Owners from time to time. The Co-Owners acknowledge and agree that the Vendor shall have the right, but not the obligation, to retain an undivided beneficial Interest in the Property, to whatever extent it wishes from time to time, and the Vendor will therefore be a Co-Owner to the extent that it retains any such Interest.

24. Competing Interests

Each of the Co-Owners, the Operator and the Nominee is entitled, without the consent of any of the others of them, to carry on any business or activity of the same nature and competing with that of the Co-Owners, and is not liable to account to any of the other of them.

25. Notices

Any notice, communication or payment required or permitted to be given to the Nominee, the Operator or the Co-Owners hereunder shall be in writing and shall be given by delivery or by mailing to same to be addressed as follows:

(a) To the Nominee or the Operator at its respective mailing address provided in Section 4 above.

(b) To each Co-Owner at his last address shown on the records maintained by the Operator.

Any notice, communication or payment delivered as aforesaid shall be in the English language but may be accompanied by an unofficial translation and shall be deemed to have been given to the addressee on the day of delivery or, if mailed as aforesaid, shall be deemed to have been given to the addressee on fifth (5^{th}) business day following the date of deposit thereof in the mail service of Japan, provided that, for such purposes, no day during which there shall be a strike or other occurrence which shall interfere with normal mail services shall be considered a business day. Accidental or inadvertent omission or failure to give any notice, communication or payment required or permitted to be given to any Co-Owner shall not affect the validity or legality of any proceeding or action undertaken in respect thereof.

TCX584-TCX626-50159

26. Further Acts

The parties hereto agree to execute and deliver such further and other documents and to perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

27. Binding Effect

Subject to the restrictions on assignment and transfer herein contained, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and assigns.

28. Severability

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

29. Counterparts

This Agreement may be executed in any number of counterparts, by original or facsimile signature, with the same affect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same agreement.

30. Reference Date

This Agreement is dated for reference purposes as of the 10TH day of November 2016.

31. Time

Time shall be of the essence hereof.

32. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, in the Country of Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

TCX584-TCX626-50159

33. No Intention to Create a Partnership

The Co-Owners acknowledge, agree and declare that the entering into of this Agreement does not, and is not intended to, create a partnership, for either legal, income tax, accounting or other purposes. The Co-Owners further declare nothing herein is to be construed as a limitation of the powers or rights of any Co-Owner to carry on its separate respective activities. Except for the Operator as contemplated in this Agreement, none of the Co-Owners shall have the right to bind any of the other Co-Owners, transact any business in any of the other Co-Owners' names or on their behalf or incur any liability for or on behalf of any of the other Co-Owners. The Co-Owners agree that they shall each report their income or loss arising from the ownership of their Interests, for both accounting and income tax purposes, and to the applicable taxing authorities, as co-venturers independent of one another, and not as partners in a partnership.

IN WITNESS WHEREOF this Agreement is executed as of the day and year first above written.

Vendor:

TGP - TALBOT CROSSING INC.

Per: _____
Authorized Signing Officer

I have authority to bind the Corporation.

Nominee:

TALBOT CROSSING INC.

Per: _____
Authorized Signing Officer

I have authority to bind the Corporation.

Witness:

_____
(Print Name) CHIAKI HAYASHI

Co-Owner:

_____
(Print Name) HIRONORI KOBAYASHI

Interest: 43/1162ND

TCX584-TCX626-50159

APPENDIX I

LEGAL PROPERTY DESCRIPTION

Lands and premises located at 5980 Colonel Talbot Road, fronting on the East side of Colonel Talbot, in the City of London, In the Province of Ontario, In the Country of Canada and Legally Described as Part Lot 58 and 59 ETR Designated Part 1 33R9477; Subject to 871357 and Being Irregularly Shaped

TCX584-TCX626-50159

CERTIFICATE OF INTEREST

Cert. No. TCX JP f457c545a9ded88f18ecee47145a72c0
ID. 50159 UDI. TCX584-TCX626

Interest:43/1162ND

This is to certify that HIRONORI KOBAYASHI is the owner of an undivided beneficial 43/1162ND interest (the "Interest") representing a value of FOUR HUNDRED THIRTY THOUSAND DOLLARS ONLY of lawful money of Canada (C$430,000.00) in the real property being those lands and premises located at 5980 Colonel Talbot Road, fronting on the East side of Colonel Talbot, in the City of London, In the Province of Ontario, In the Country of Canada and Legally Described as Part Lot 58 and 59 ETR Designated Part 1 33R9477; Subject to 871357 and Being Irregularly Shaped (the "Property") and that TALBOT CROSSING INC., as the registered holder of title to the Property, declares and acknowledges that it is holding title to the Property for and on behalf of HIRONORI KOBAYASHI, to the extent of the Interest.

Reference is made to the co-owners agreement (the "Agreement") dated for reference as of the 10TH day of November 2016 among TGP - TALBOT CROSSING INC., TALBOT CROSSING INC., the owner of the Interest named within the Certificate of Interest, and all other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of the Agreement. The Agreement provides for certain rights and obligations of the owners of undivided beneficial interest in the Property.

This Certificate and the Interest represented hereby are not transferable by delivery but only by the registered holder hereof, or by his agent duly authorized in writing, upon compliance with the provisions of the Agreement, including delivery to TGP - TALBOT CROSSING INC. at its principal office in Mississauga, Ontario, of this Certificate properly endorsed together with a transfer in the form required by TGP - TALBOT CROSSING INC. duly executed.

IN WITNESS WHEREOF TALBOT CROSSING INC. and TGP - TALBOT CROSSING INC. have caused this Certificate to be signed by their duly authorized officers.

DATED: August 18, 2017

TALBOT CROSSING INC.

Per: _____
Authorized Signing Officer

TGP - TALBOT CROSSING INC.

Per: _____
Authorized Signing Officer

0813

AGREEMENT OF PURCHASE AND SALE

BETWEEN:

TGP–TALBOT CROSSING INC.
a corporation incorporated under the laws of the Province of Ontario,
(hereinafter referred to as the "**Vendor**");

- and –

AKIKO KOBAYASHI
(hereinafter referred to as the "**Purchaser**").

WHEREAS the Vendor is or has the right to become the beneficial owner of certain real property being those lands and premises located at 5980 Colonel Talbot Road, fronting on the East side of Colonel Talbot, in the City of London, In the Province of Ontario, In the Country of Canada and Legally Described as Part Lot 58 and 59 ETR Designated Part 1 33R9477; Subject to 871357 and Being Irregularly Shaped (the "**Property**");

AND WHEREAS the Vendor has agreed to sell and the Purchaser has agreed to purchase an undivided beneficial interest in the Property;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser an undivided 53/1162ND beneficial interest (the "**Interest**") in the Property.

2. The purchase price shall be FIVE HUNDRED AND THIRTY THOUSAND DOLLARS ONLY ($530,000.00) of lawful money of Canada, payable in full on the 10TH DAY OF JUNE, 2022 (the "**Closing Date**"). The parties agree that the purchase price is exclusive of applicable harmonized sales tax (collectively, referred to herein as "**HST**") pursuant to the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended (the "**ETA**"). Inclusive to the purchase price, the Purchaser will be responsible for the payment of land transfer tax ("**LTT**") under the *Land Transfer Tax Act*, R.S.O., c.L.6, as amended (the "**LTTA**"), in the amount of SIX THOUSAND NINE HUNDRED AND THIRTY-SIX DOLLARS AND TWENTY-SEVEN CENTS ($6,936.27). The Purchaser covenants to make any and all necessary filings and remittances within the time periods required therefore under the provisions of the LTTA, and the regulations thereunder. The Purchaser hereby authorizes the Vendor on behalf of the Purchaser and with the Purchaser's funds, to make any and all remittances and filings within the time periods required therefore under the provisions of the LTTA relating to LTT pursuant to the LTTA required to be made by the Purchaser arising from its acquisition of the Interest.

3. The Interest in the Property is purchased on an "as is, where is" basis, with no representations or warranties by the Vendor, except as contained in Section 9.

4. Registered title to the Property shall be free and clear of any mortgage or charge whatsoever on the Closing Date. The Vendor shall pay and discharge any mortgage or lien which is not by this contract specifically assumed by the Purchaser. Title to the Property and to the Interest therein shall be subject to all charges, liens and encumbrances currently registered against title to the Property (other than any financial mortgage or charge which the Vendor is required to discharge), which, for purposes of greater certainty, shall include registered restrictions or covenants that run with the lands, registered municipal agreements and registered agreements with publicly regulated utilities, easements for the supply of domestic utility or telephone services to the Property or properties which are adjacent to the Property, easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the Property and the restrictions and reservations in the Crown patent.

5. The Purchaser acknowledges that registered title to the Property will be in the name of TALBOT CROSSING INC. (the "**Nominee**"), which shall execute an acknowledgement that it is holding registered title to the Interest on behalf of the Purchaser, as the beneficial owner thereof, as contemplated in the Co-Owners Agreement referred to below. The Purchaser covenants and agrees that he/she shall not register this Agreement, the Co-Owners Agreement, notice of this Agreement, notice of the Co-Owners Agreement, notice of the Interest, or any caution, against title to the Property, and that the provisions of this Section 5 shall survive forever the completion of the transaction of purchase and sale contemplated in this Agreement and shall not merge.

6. The Purchaser agrees that, concurrently with its execution and delivery of this Agreement, it shall execute and deliver a counterpart of the co-owners agreement in the form annexed hereto as Schedule "A" (the "**Co-Owners Agreement**"), which agreement shall govern, among other things, any future sale, financing and/or development of the Property and which provisions shall constitute the agreement among the Nominee, as the registered holder of title to the Property holding undivided interests therein for and on behalf of the owners of undivided beneficial interests in the Property, the Vendor, as operator of the Property appointed by the co-owners of undivided beneficial interests in the Property pursuant to the Co-Owners Agreement, the Purchaser, as the beneficial owner of the Interest, and all other co-owners of undivided beneficial interests in the Property from time to time who execute a counterpart of the Co-Owners Agreement. The Purchaser acknowledges that the Vendor shall have the right, but not the obligation, to retain an undivided beneficial interest in the Property and thus to be a Co-Owner.

7. The Purchaser hereby authorizes the Vendor to make any and all filings and remittances relating to HST pursuant to the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended (the "**ETA**"), including the regulations thereunder, arising from the acquisition by the Purchaser of the Interest. The Purchaser hereby specifically authorizes the Vendor, on behalf of the Purchaser, to make and file an election or elections jointly with the Vendor under subsection 273(1) of the ETA. The Purchaser hereby represents and warrants that it is a registrant for HST purposes under the provisions of the ETA, under the registration number set out below, or it is exempt from the requirement to be registered under the provisions of the ETA.

8. This Agreement shall be effective to create an interest in the Property only if the Vendor complies with the subdivision control provisions of the *Planning Act* (Ontario) on closing, and the Vendor covenants to proceed diligently at its expense to obtain any necessary consent by closing.

9. The Vendor hereby represents and warrants that it is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).

10. All notices required hereunder shall be in writing and may be served either personally upon the parties or by mail addressed to the parties at their respective last known addresses.

11. This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective heirs, administrators, executors, successors and assigns.

12. This Agreement shall supercede any and all previous discussions, representations, agreements or understandings made by or on behalf of either of the parties hereto for or relating to the purchase and sale of the Interest or otherwise relating to the Property.

13. Schedule "A" annexed hereto is an integral part of this Agreement and forms part hereof.

14. If the Purchaser is comprised of more than one person, all references to the "Purchaser" in this Agreement shall be references to such persons, and all covenants and obligations of such persons shall be joint and several.

15. Words importing the masculine gender include the feminine or neuter genders and words in the singular include the plural and vice versa. All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

16. This Agreement may be executed in any number of counterparts, by original or facsimile signature, with the same affect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same agreement.

17. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario.

18. Time shall be of the essence hereof.

19. The Purchaser hereby accepts the terms of this Agreement and agrees to be bound by the terms contained herein.

DATED at FUKUI, JAPAN, this 15TH DAY OF NOVEMBER, 2020, at ____ o'clock ___a.m./p.m.

✓ SIGNATURE OF WITNESS 内富博文

SIGNATURE OF WITNESS

HIROFUMI UCHITOMI
(Print Name)

小林昭子 SIGN HERE ★

SIGNATURE OF PURCHASER

AKIKO KOBAYASHI
(Print Name)

HST Number: 85235 8449 RT0002

SIGNATURE OF WITNESS

(Print Name)

SIGNATURE OF PURCHASER

(Print Name)

HST Number:

✓

The Vendor hereby accepts the terms of this Agreement and agrees to be bound hereby.

DATED at MISSISSAUGA, CANADA, this 17th day of December, 2020, at _____ o'clock ___a.m./p.m.

SIGNATURE OF WITNESS

TGP – TALBOT CROSSING INC.

Per: _____

Authorized Signing Officer
I have authority to bind the Corporation.

Cinda Wens
(Print Name)

INTEREST:
53/1162ND

HST Number:
76552 3097 RT0001

AGREEMENT OF PURCHASE AND SALE

BETWEEN:

TGP–TALBOT CROSSING INC.
a corporation incorporated under the laws of the Province of Ontario,
(hereinafter referred to as the "**Vendor**");

- and –

HIRONORI KOBAYASHI
(hereinafter referred to as the "**Purchaser**").

WHEREAS the Vendor is or has the right to become the beneficial owner of certain real property being those lands and premises located at 5980 Colonel Talbot Road, fronting on the East side of Colonel Talbot, in the City of London, In the Province of Ontario, In the Country of Canada and Legally Described as Part Lot 58 and 59 ETR Designated Part 1 33R9477; Subject to 871357 and Being Irregularly Shaped (the "**Property**");

AND WHEREAS the Vendor has agreed to sell and the Purchaser has agreed to purchase an undivided beneficial interest in the Property;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser an undivided 49/1162ND beneficial interest (the "**Interest**") in the Property.

2. The purchase price shall be FOUR HUNDRED AND NINETY THOUSAND DOLLARS ONLY ($490,000.00) of lawful money of Canada, payable in full on the 10TH DAY OF JUNE, 2022 (the "**Closing Date**"). The parties agree that the purchase price is exclusive of applicable harmonized sales tax (collectively, referred to herein as "**HST**") pursuant to the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended (the "**ETA**"). Inclusive to the purchase price, the Purchaser will be responsible for the payment of land transfer tax ("**LTT**") under the *Land Transfer Tax Act*, R.S.O., c.L.6, as amended (the "**LTTA**"), in the amount of SIX THOUSAND ONE HUNDRED AND FIFTY-ONE DOLLARS AND NINETY-SIX CENTS ($6,151.96). The Purchaser covenants to make any and all necessary filings and remittances within the time periods required therefore under the provisions of the LTTA, and the regulations thereunder. The Purchaser hereby authorizes the Vendor on behalf of the Purchaser and with the Purchaser's funds, to make any and all remittances and filings within the time periods required therefore under the provisions of the LTTA relating to LTT pursuant to the LTTA required to be made by the Purchaser arising from its acquisition of the Interest.

3. The Interest in the Property is purchased on an "as is, where is" basis, with no representations or warranties by the Vendor, except as contained in Section 9.

4. Registered title to the Property shall be free and clear of any mortgage or charge whatsoever on the Closing Date. The Vendor shall pay and discharge any mortgage or lien which is not by this contract specifically assumed by the Purchaser. Title to the Property and to the Interest therein shall be subject to all charges, liens and encumbrances currently registered against title to the Property (other than any financial mortgage or charge which the Vendor is required to discharge), which, for purposes of greater certainty, shall include registered restrictions or covenants that run with the lands, registered municipal agreements and registered agreements with publicly regulated utilities, easements for the supply of domestic utility or telephone services to the Property or properties which are adjacent to the Property, easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the Property and the restrictions and reservations in the Crown patent.

5. The Purchaser acknowledges that registered title to the Property will be in the name of TALBOT CROSSING INC. (the "**Nominee**"), which shall execute an acknowledgement that it is holding registered title to the Interest on behalf of the Purchaser, as the beneficial owner thereof, as contemplated in the Co-Owners Agreement referred to below. The Purchaser covenants and agrees that he/she shall not register this Agreement, the Co-Owners Agreement, notice of this Agreement, notice of the Co-Owners Agreement, notice of the Interest, or any caution, against title to the Property, and that the provisions of this Section 5 shall survive forever the completion of the transaction of purchase and sale contemplated in this Agreement and shall not merge.

6. The Purchaser agrees that, concurrently with its execution and delivery of this Agreement, it shall execute and deliver a counterpart of the co-owners agreement in the form annexed hereto as Schedule "A" (the "**Co-Owners Agreement**"), which agreement shall govern, among other things, any future sale, financing and/or development of the Property and which provisions shall constitute the agreement among the Nominee, as the registered holder of title to the Property holding undivided interests therein for and on behalf of the owners of undivided beneficial interests in the Property, the Vendor, as operator of the Property appointed by the co-owners of undivided beneficial interests in the Property pursuant to the Co-Owners Agreement, the Purchaser, as the beneficial owner of the Interest, and all other co-owners of undivided beneficial interests in the Property from time to time who execute a counterpart of the Co-Owners Agreement. The Purchaser acknowledges that the Vendor shall have the right, but not the obligation, to retain an undivided beneficial interest in the Property and thus to be a Co-Owner.

7. The Purchaser hereby authorizes the Vendor to make any and all filings and remittances relating to HST pursuant to the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended (the "**ETA**"), including the regulations thereunder, arising from the acquisition by the Purchaser of the Interest. The Purchaser hereby specifically authorizes the Vendor, on behalf of the Purchaser, to make and file an election or elections jointly with the Vendor under subsection 273(1) of the ETA. The Purchaser hereby represents and warrants that it is a registrant for HST purposes under the provisions of the ETA, under the registration number set out below, or it is exempt from the requirement to be registered under the provisions of the ETA.

8. This Agreement shall be effective to create an interest in the Property only if the Vendor complies with the subdivision control provisions of the *Planning Act* (Ontario) on closing, and the Vendor covenants to proceed diligently at its expense to obtain any necessary consent by closing.

9. The Vendor hereby represents and warrants that it is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).

10. All notices required hereunder shall be in writing and may be served either personally upon the parties or by mail addressed to the parties at their respective last known addresses.

11. This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective heirs, administrators, executors, successors and assigns.

12. This Agreement shall supercede any and all previous discussions, representations, agreements or understandings made by or on behalf of either of the parties hereto for or relating to the purchase and sale of the Interest or otherwise relating to the Property.

13. Schedule "A" annexed hereto is an integral part of this Agreement and forms part hereof.

14. If the Purchaser is comprised of more than one person, all references to the "Purchaser" in this Agreement shall be references to such persons, and all covenants and obligations of such persons shall be joint and several.

15. Words importing the masculine gender include the feminine or neuter genders and words in the singular include the plural and vice versa. All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

16. This Agreement may be executed in any number of counterparts, by original or facsimile signature, with the same affect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same agreement.

17. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario.

18. Time shall be of the essence hereof.

19. The Purchaser hereby accepts the terms of this Agreement and agrees to be bound by the terms contained herein.

DATED at FUKUI, JAPAN, this 15TH DAY OF NOVEMBER, 2020, at ____ o'clock ___a.m./p.m.

✓ SIGNATURE OF WITNESS 内富博文

SIGNATURE OF WITNESS

HIROFUMI UCHITOMI
(Print Name)

SIGNATURE HERE 小林廣紀 ★

SIGNATURE OF PURCHASER

HIRONORI KOBAYASHI
(Print Name)

HST Number: 80496 0508 RT0002

SIGNATURE OF WITNESS

(Print Name)

SIGNATURE OF PURCHASER

(Print Name)

HST Number:

✓

The Vendor hereby accepts the terms of this Agreement and agrees to be bound hereby.

DATED at MISSISSAUGA, CANADA, this 17th day of December, 2020 at _____ o'clock ___a.m./p.m.

SIGNATURE OF WITNESS

TGP – TALBOT CROSSING INC.

Per: _____

Authorized Signing Officer
I have authority to bind the Corporation.

Linda Ueno
(Print Name)

INTEREST:
49/1162ND

HST Number:
76552 3097 RT0001

AGREEMENT OF PURCHASE AND SALE

B E T W E E N:

TGP–TALBOT CROSSING INC.
a corporation incorporated under the laws of the Province of Ontario,
(hereinafter referred to as the "**Vendor**");

- and –

HIRONORI KOBAYASHI
(hereinafter referred to as the "**Purchaser**").

WHEREAS the Vendor is or has the right to become the beneficial owner of certain real property being those lands and premises located at 5980 Colonel Talbot Road, fronting on the East side of Colonel Talbot, in the City of London, In the Province of Ontario, In the Country of Canada and Legally Described as Part Lot 58 and 59 ETR Designated Part 1 33R9477; Subject to 871357 and Being Irregularly Shaped (the "**Property**");

AND WHEREAS the Vendor has agreed to sell and the Purchaser has agreed to purchase an undivided beneficial interest in the Property;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser an undivided 77/1162ND beneficial interest (the "**Interest**") in the Property.

2. The purchase price shall be SEVEN HUNDRED AND SEVENTY THOUSAND DOLLARS ONLY ($770,000.00) of lawful money of Canada, payable in full on the 10TH DAY OF JUNE, 2022 (the "**Closing Date**"). The parties agree that the purchase price is exclusive of applicable harmonized sales tax (collectively, referred to herein as "**HST**") pursuant to the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended (the "**ETA**"). Inclusive to the purchase price, the Purchaser will be responsible for the payment of land transfer tax ("**LTT**") under the *Land Transfer Tax Act*, R.S.O., c.L.6, as amended (the "**LTTA**"), in the amount of ELEVEN THOUSAND SIX HUNDRED AND FORTY-TWO DOLLARS AND SIXTEEN CENTS ($11,642.16). The Purchaser covenants to make any and all necessary filings and remittances within the time periods required therefore under the provisions of the LTTA, and the regulations thereunder. The Purchaser hereby authorizes the Vendor on behalf of the Purchaser and with the Purchaser's funds, to make any and all remittances and filings within the time periods required therefore under the provisions of the LTTA relating to LTT pursuant to the LTTA required to be made by the Purchaser arising from its acquisition of the Interest.

3. The Interest in the Property is purchased on an "as is, where is" basis, with no representations or warranties by the Vendor, except as contained in Section 9.

4. Registered title to the Property shall be free and clear of any mortgage or charge whatsoever on the Closing Date. The Vendor shall pay and discharge any mortgage or lien which is not by this contract specifically assumed by the Purchaser. Title to the Property and to the Interest therein shall be subject to all charges, liens and encumbrances currently registered against title to the Property (other than any financial mortgage or charge which the Vendor is required to discharge), which, for purposes of greater certainty, shall include registered restrictions or covenants that run with the lands, registered municipal agreements and registered agreements with publicly regulated utilities, easements for the supply of domestic utility or telephone services to the Property or properties which are adjacent to the Property, easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the Property and the restrictions and reservations in the Crown patent.

5. The Purchaser acknowledges that registered title to the Property will be in the name of TALBOT CROSSING INC. (the "**Nominee**"), which shall execute an acknowledgement that it is holding registered title to the Interest on behalf of the Purchaser, as the beneficial owner thereof, as contemplated in the Co-Owners Agreement referred to below. The Purchaser covenants and agrees that he/she shall not register this Agreement, the Co-Owners Agreement, notice of this Agreement, notice of the Co-Owners Agreement, notice of the Interest, or any caution, against title to the Property, and that the provisions of this Section 5 shall survive forever the completion of the transaction of purchase and sale contemplated in this Agreement and shall not merge.

6. The Purchaser agrees that, concurrently with its execution and delivery of this Agreement, it shall execute and deliver a counterpart of the co-owners agreement in the form annexed hereto as Schedule "A" (the "**Co-Owners Agreement**"), which agreement shall govern, among other things, any future sale, financing and/or development of the Property and which provisions shall constitute the agreement among the Nominee, as the registered holder of title to the Property holding undivided interests therein for and on behalf of the owners of undivided beneficial interests in the Property, the Vendor, as operator of the Property appointed by the co-owners of undivided beneficial interests in the Property pursuant to the Co-Owners Agreement, the Purchaser, as the beneficial owner of the Interest, and all other co-owners of undivided beneficial interests in the Property from time to time who execute a counterpart of the Co-Owners Agreement. The Purchaser acknowledges that the Vendor shall have the right, but not the obligation, to retain an undivided beneficial interest in the Property and thus to be a Co-Owner.

7. The Purchaser hereby authorizes the Vendor to make any and all filings and remittances relating to HST pursuant to the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended (the "**ETA**"), including the regulations thereunder, arising from the acquisition by the Purchaser of the Interest. The Purchaser hereby specifically authorizes the Vendor, on behalf of the Purchaser, to make and file an election or elections jointly with the Vendor under subsection 273(1) of the ETA. The Purchaser hereby represents and warrants that it is a registrant for HST purposes under the provisions of the ETA, under the registration number set out below, or it is exempt from the requirement to be registered under the provisions of the ETA.

8. This Agreement shall be effective to create an interest in the Property only if the Vendor complies with the subdivision control provisions of the *Planning Act* (Ontario) on closing, and the Vendor covenants to proceed diligently at its expense to obtain any necessary consent by closing.

9. The Vendor hereby represents and warrants that it is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).

10. All notices required hereunder shall be in writing and may be served either personally upon the parties or by mail addressed to the parties at their respective last known addresses.

11. This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective heirs, administrators, executors, successors and assigns.

12. This Agreement shall supercede any and all previous discussions, representations, agreements or understandings made by or on behalf of either of the parties hereto for or relating to the purchase and sale of the Interest or otherwise relating to the Property.

13. Schedule "A" annexed hereto is an integral part of this Agreement and forms part hereof.

14. If the Purchaser is comprised of more than one person, all references to the "Purchaser" in this Agreement shall be references to such persons, and all covenants and obligations of such persons shall be joint and several.

15. Words importing the masculine gender include the feminine or neuter genders and words in the singular include the plural and vice versa. All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

16. This Agreement may be executed in any number of counterparts, by original or facsimile signature, with the same affect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same agreement.

17. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario.

18. Time shall be of the essence hereof.

19. The Purchaser hereby accepts the terms of this Agreement and agrees to be bound by the terms contained herein.

DATED at FUKUI, JAPAN, this 15TH DAY OF NOVEMBER, 2020, at ____ o'clock ___a.m./p.m.

✓ SIGNATURE OF WITNESS 内富博文

SIGNATURE OF WITNESS

HIROFUMI UCHITOMI
(Print Name)

小林博紀 SIGNATURE HERE ★

SIGNATURE OF PURCHASER

HIRONORI KOBAYASHI
(Print Name)

HST Number: 80496 0508 RT0002

SIGNATURE OF WITNESS

(Print Name)

SIGNATURE OF PURCHASER

(Print Name)

HST Number:

The Vendor hereby accepts the terms of this Agreement and agrees to be bound hereby.

DATED at MISSISSAUGA, CANADA, this 17th day of December, 2020, at _____ o'clock ____a.m./p.m.

SIGNATURE OF WITNESS

Linda Ueno
(Print Name)

INTEREST:
77/1162ND

TGP – TALBOT CROSSING INC.

Per: Tina P. Shields

Authorized Signing Officer
I have authority to bind the Corporation.

HST Number:
76552 3097 RT0001

THIS IS **EXHIBIT "Q"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

Ontario ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND REGISTRY OFFICE #33

08207-0053 (LT)

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

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

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK 644

PIN CREATION DATE:
1992/09/14

OWNERS' NAMES
TALBOT CROSSING INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1992/09/14 ON THIS PIN						
WAS REPLACED WITH THE "PIN CREATION DATE" OF 1992/09/14						
*** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1992/06/28 ***						
***SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:*						
*** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES **						
*** AND ESCHEATS OR FORFEITURE TO THE CROWN.*						
*** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF*						
*** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY*						
*** CONVENTION.*						
*** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.*						
***DATE OF CONVERSION TO LAND TITLES: 1992/09/14 ***						
195932	1964/04/03	BYLAW				C
33R9477	1990/06/14	PLAN REFERENCE				C
871357	1990/06/15	TRANSFER		**** COMPLETELY DELETED ****	GENOCH, JOSEF JORG GENOCH, SILVIA	
873119	1990/07/12	NOTICE OF LEASE		**** COMPLETELY DELETED ****		
ER1073944	2016/11/14	APL (GENERAL)		**** COMPLETELY DELETED **** GENOCH, JOSEF JORG GENOCH, SILVIA		
	REMARKS: DELETE 873119					
ER1074115	2016/11/14	TRANSFER		GENOCH, JOSEF JORG	TALBOT CROSSING INC.	C

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				GENOCH, SILVIA		
REMARKS: PLANNING ACT STATEMENTS.						
ER1601206	2024/10/29	CHARGE	$110,000,000	TALBOT CROSSING INC.	1001045239 ONTARIO INC	C

THIS IS **EXHIBIT "R"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

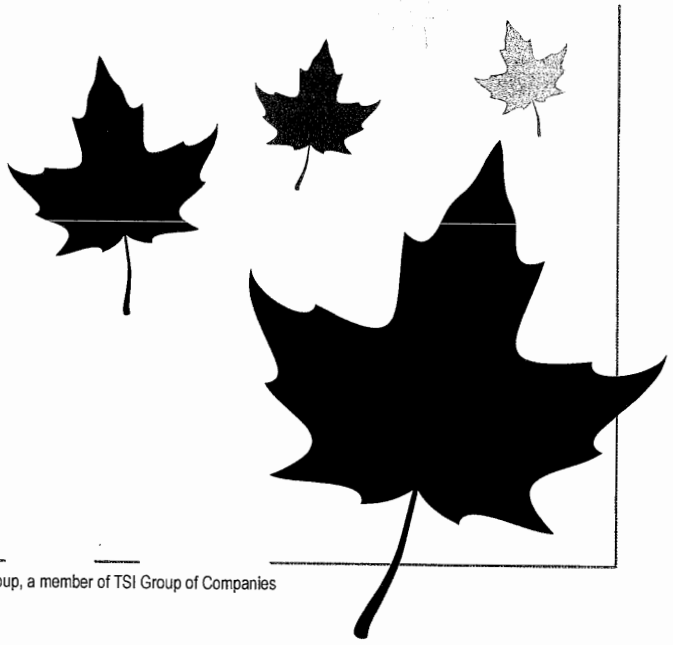
AMANDA MCLACHLAN

JP 31728
7/16/12

TSI INTERNATIONAL

NIAGARA ESTATES OF CHIPPAWA II INC.

AKIKO KOBAYASHI



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UNIT IDENTIFICATION NO. NEC II125,NEC II158,NEC II232-NEC II239

AGREEMENT OF SALE AND PURCHASE dated the 4TH day of JUNE, 2012,

BETWEEN

AKIKO KOBAYASHI,

Identification:DRIVER'S LICENSE (527730357761)

Address: 413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Phone Number: 81-776-27-5321

(hereinafter referred to as the "**Purchaser**")

-and-

TSI-NEC II INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario,

(hereinafter referred to as the "**Vendor**");

-and-

NIAGARA ESTATES OF CHIPPAWA II INC.,
a corporation incorporated under the laws of the Province of Ontario

(hereinafter referred to as the "**Nominee**")

WHEREAS:

A. The Vendor is the beneficial owner of an undivided interest in a parcel of land described in Schedule "B" annexed to this Agreement (the "**Property**") and title to which Property is registered in the name of the Nominee.

B. The Vendor is engaged in the business of land banking, the prime focus of which is to locate and purchase raw land and to endeavour to rezone the land through the applicable land development process to an approved use determined by the Vendor to be suitable and appropriate in all of the circumstances, and to thereby enhance the value of the land.

C. The Purchaser acknowledges that rezoning of the Property is uncertain and may take many years to achieve, often six years or longer, and that there can be no assurance that rezoning will be obtained, or if obtained, to permit for such use or uses as were requested and/or otherwise on terms and conditions that are satisfactory.

D. The Vendor may from time to time sell undivided beneficial interests in the Property to various purchasers.

E. The Purchaser acknowledges that real estate investments are generally subject to various risks, including a lack of liquidity, the highly competitive nature of the real estate industry, changes in general economic conditions (such as the availability and cost of mortgage funds), conditions of supply and demand for any particular type of real estate in the particular area, government regulations and changes thereto (including uncertainties and delays in zoning, subdivision and development regulatory approval processes, taxation of

NEC II125,NEC II158,NEC II232-NEC II239-31728

property and environmental legislation), changes in governments and the political environment in the jurisdiction where the real estate is located, and sensitivity to interest rates, among other factors.

F. The Purchaser acknowledges having had the opportunity to review this Agreement and its schedules with its advisors and to conduct such due diligence investigations as the Purchaser deemed appropriate with respect to all matters pertaining to the Property and to the Vendor.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. SALE OF UNDIVIDED BENEFICIAL INTEREST IN LAND

1.1 The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser a 10/662ND undivided beneficial interest in the Property (the "**Purchaser's Land Interest**").

1.2 The Purchaser's Land Interest will be identified by the following designated identification number: NEC II125,NEC II158,NEC II232-NEC II239

2. . PURCHASE PRICE

2.1 The Purchaser shall pay the aggregate sum of Ten Thousand Dollars of lawful money of Canada (C$10,000) for each 1/662ND undivided beneficial interest in the Property upon execution of this Sale and Purchase Agreement, of which Nine Thousand Five Hundred Dollars (C$9,500) of lawful money of Canada will be paid on account of the purchase price for such interest, and Five Hundred Dollars (C$500) of lawful money of Canada will be paid into a segregated account known as the "Concept Planning Fund" (the "**Concept Planning Fund**") to be used to defray costs, expenses and fees to be incurred in connection with the Property, as more particularly hereinafter described and as described in the Co-Owners Agreement (as such term is hereinafter defined).

2.2 The Purchaser hereby agrees to purchase the Purchaser's Land Interest for a total purchase price of NINETY FIVE THOUSAND DOLLARS ONLY of lawful money of Canada (C$95,000.00) (the "**Purchase Price**"), and to pay the amount of FIVE THOUSAND DOLLARS ONLY of lawful money of Canada (C$5,000.00) into the Concept Planning Fund (the "**Concept Planning Fund Contribution**"). All references in this Agreement to payments of money being made shall mean lawful money of Canada.

2.3 The Purchase Price excludes applicable harmonized sales tax (the "**HST**") pursuant to the *Excise Tax Act*, R.S.C. 1985, c E-15, as amended (the "**ETA**") and the Purchaser agrees to pay the HST in addition to the Purchase Price and the Concept Planning Fund Contribution, unless the Purchaser has obtained and inserted (or instructed to be inserted) its HST registration number set forth below on the signing page of this Agreement, below its signature, prior to acceptance of this Agreement by the Vendor, in which case the Purchaser hereby represents and warrants that it is a registrant for HST purposes under the provisions of the ETA, under such registration number.

2.4 Included in the Purchase Price and the Concept Planning Fund Contribution, the Purchaser shall be responsible for the payment of land transfer tax ("**LTT**") under

NEC II125,NEC II158,NEC II232-NEC II239-31728

the *Land Transfer Act*, R.S.O., c L.6. as amended (the "**LTTA**"), in the amount of SEVEN HUNDRED SEVENTEEN DOLLARS AND EIGHTY TWO CENTS of lawful money of Canada (C$717.82).

2.5 The Purchaser covenants to pay, make and submit all necessary payments, filings and remittances within the time periods required therefor under the provisions of the ETA, if applicable, and the LTTA, and the regulations thereunder. The Purchaser hereby authorizes the Vendor on behalf of the Purchaser and with the Purchaser's funds, to make any and all payments, filings and remittances within the time periods required therefore under the provisions of the ETA relating to HST, if applicable, and under the provisions of the LTTA relating to LTT required to be made by the Purchaser arising from its acquisition of the Purchaser's Land Interest. While the Vendor agrees to assist the Purchaser in submitting such payments, remittances and filings, for greater certainty, nothing herein contained shall oblige the Vendor to make any payments or remittances from its own resources or funds and all such payments and remittances and filings shall be the Purchaser's obligation.

2.6 Funds in the Concept Planning Fund shall be applied towards defraying future costs of every nature and kind related to the Property, including property management costs, costs, fees, and services incurred in connection with planning activities, development submissions, subdivision applications, operational costs and all other activities and matters concerning or related to the Property, as determined by the Operator (as such term is defined in the Co-Owners Agreement) which would be incurred by or on behalf of the Purchaser as a Co-Owner. The Concept Planning Fund is intended to be a deposit account. The Purchaser's proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Purchaser following completion of the sale of the Property. The Purchaser's proportionate share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of the Co-Owners Agreement) will be paid by the Purchaser (in its capacity as a Co-Owner) and deducted from its proportionate share of any sale proceeds receivable by it, if and when the Property is sold or otherwise disposed of.

3. PAYMENT OF THE PURCHASE PRICE

3.1 The Purchaser hereby agrees that the Purchase Price, the Concept Planning Fund Contribution, and all other amounts due and payable hereunder, shall be paid to the Vendor on the Closing Date (as hereinafter defined). Following the Closing Date, the Vendor shall deliver the Concept Planning Fund Contribution to the Operator for deposit into the Concept Planning Fund.

3.2 All payments of the Purchase Price, the Concept Planning Fund Contribution, and such other amounts shall be made through the appointed agent (the "**Vendor's Agent**"), the Vendor's authorised agent and representative in the jurisdiction of residence of the Purchaser, and the Vendor hereby directs the Purchaser to make all such payments to the Vendor's Agent, who is authorised by the Vendor to acknowledge receipt of the Purchase Price and other amounts paid hereunder.

4. CLOSING DATE, DELIVERIES, COSTS, NON-MERGER

4.1 The date on which this Agreement is signed by the Purchaser and is accepted and signed by the Vendor and the Nominee shall be the "**Closing Date**". On the Closing Date, in addition to delivering the Purchase Price and this Agreement, the Purchaser agrees to deliver to the Vendor's Agent a copy of the Co-Owners Agreement signed by the Purchaser.

NEC II125,NEC II158,NEC II232-NEC II239-31728

4.2 Within ninety (90) days after the Closing Date, the Vendor agrees to deliver to the Purchaser the following documents (the "**Closing Documents**"):

(a) this Agreement, duly executed by the Vendor and the Nominee;

(b) a Declaration of Trust (as hereinafter defined), duly executed by the Nominee; and

(c) the Co-Owners Agreement (as hereinafter defined), duly executed by the Nominee and Operator (as therein defined).

4.3 The Vendor shall pay for the cost of drafting and/or settling the Closing Documents. The Vendor shall not be obligated to pay any other costs associated with the purchase of the Purchaser's Land Interest.

4.4 This Agreement shall be irrevocable by the Purchaser for a period of 120 days following its execution and delivery to the Vendor or the Vendor's Agent. This Agreement shall only become binding upon the Vendor and the Nominee following the Vendor and the Nominee having each accepted this Agreement as signified by its respective execution of this Agreement where indicated below.

4.5 All representations, warranties and covenants of the Purchaser as set out in this Agreement shall not merge upon closing but shall survive closing and the Closing Date.

5. VENDOR REPRESENTATIONS AND WARRANTIES

5.1 The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in completing the sale and purchase transaction contemplated in this Agreement:

(a) the Vendor is the beneficial owner of the Purchaser's Land Interest with good and marketable title thereto, subject to Section 6.1;

(b) registered title to the Property and beneficial title to the Purchaser's Land Interest shall be good and marketable and clear and free from all mortgages, charges and financial liens on the Closing Date;

(c) the Vendor has the right, power and authority to sell the Purchaser's Land Interest as contemplated in this Agreement;

(d) the Vendor is a corporation properly constituted and in good standing under the laws of the Province of Ontario and the laws of Canada applicable therein; and

(e) the Vendor is not now and on the Closing Date will not be a non-resident of Canada within the meaning of the *Income Tax Act* (Canada), R.S.C. 1985, c.1 (5th Supp.), as amended from time to time.

6. EASEMENTS, LIENS, REGISTERED AGREEMENTS

6.1 Other than any mortgage, charge or financial lien which the Vendor is required to discharge pursuant to this Agreement, registered title to the Property, and beneficial title to the Purchaser's Land Interest, shall be subject to all other liens and encumbrances registered

NEC II125,NEC II158,NEC II232-NEC II239-31728

on title to the Property on the Closing Date or which may be registered against the title to the Property after the Closing Date, including those registered in connection with the rezoning or development process relating to the Property, and including, without limitation, agreements with the applicable municipality or region, agreements with public regulated utilities, easements for the supply of domestic utility or telephone services to the Property or properties which are adjacent to the Property, easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the Property or its proposed development, other registered restrictions or covenants that run with the lands, and the restrictions and reservations in the Crown patent.

7. PURCHASER(S)' REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 The Purchaser represents and warrants to and covenants in favour of the Vendor as follows:

(a) there are no liens, mortgages, judgements, executions or other encumbrances, related to or attaching to the Purchaser's Land Interest or any part thereof;

(b) the Purchaser shall keep the Purchaser's Land Interest and every part thereof free and clear of all liens, mortgages, other encumbrances, judgements or executions. The Purchaser warrants and represents that all such liens, mortgages, judgements, executions other encumbrances, if any, shall be discharged and removed forthwith at the Purchaser's sole cost and expense and the Purchaser shall hold harmless the Vendor and all other beneficial owners of undivided interests in the Property from time to time against any and all claims, liabilities, actions, cause of actions, charges, demands and costs, including solicitors fees in connection therewith; and

(c) the Purchaser will not register or cause to be registered this Agreement, the Co-Owners Agreement, notice of this Agreement, notice of the Co-Owners Agreement, notice of the Purchaser's Land Interest, or any caution against title to the Property and the Purchaser shall forthwith remove and discharge any such registration at its costs and expense, failing which the Vendor may do so at the cost and expense of the Purchaser.

7.2 The foregoing warranties, representations and covenants of the Purchaser shall not merge on closing but shall survive closing and the Closing Date.

8. PURCHASER(S)' PARTICULARS, NATURE OF VESTING OF BENEFICIAL TITLE

8.1 The Purchaser agrees and confirms that the personal information provided in Schedule "A" annexed hereto is true, accurate and complete and agrees to inform the Vendor in writing forthwith of any change in any of the information therein provided.

8.2 If there is more than one person that comprises the Purchaser, then the Purchaser's Land Interest will be held as joint tenants with right of survivorship unless the box below is initialled by the Purchaser in which case the Purchaser's Land Interest will be deemed to be held as tenants-in-common, in the percentages noted therein.

NEC II125,NEC II158,NEC II232-NEC II239-31728

[ ] Purchaser elects to hold Purchaser's Land Interest as tenants- in -common and not as joint tenants, as follows: _____ as to ___%, _____ as to ____%.

9. PRESENT STATE AND CONDITION OF PROPERTY

9.1 The Purchaser hereby agrees that the purchase of the Purchaser's Land Interest is on an "as is, where is basis" with no representations or warranties whatsoever made by the Vendor, other than as expressly set out in this Agreement.

10. TITLE INSURANCE

10.1 The Nominee as registered owner of the Property obtained title insurance upon acquiring the Property (the "**Title Insurance Policy**") in such form and in such amount and with such stipulations, limitations and qualifications respecting coverage as it deemed appropriate.

11. NOMINEE AS BARE TRUSTEE; DECLARATION OF TRUST

11.1 The Purchaser acknowledges that the registered title to the Property is held by the Nominee, as nominee and bare trustee for the Vendor to the extent of its undivided beneficial interest in the Property, and as nominee and bare trustee for others to the extent of their respective undivided beneficial interests in the Property, and that on completion of the transaction herein contemplated the Nominee will hold the registered title to the Property to the extent of the Purchaser's Land Interest as nominee and bare trustee for the Purchaser and others to the extent of their respective undivided beneficial interests in the Property.

11.2 The mailing address of the Nominee for receiving notices shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee may change its mailing address from time to time by giving notice in writing to that effect pursuant to the notice provisions contained in the Co-Owners Agreement.

11.3 The Nominee agrees to execute and deliver to the Purchaser a declaration of trust (the "**Declaration of Trust**") wherein it will confirm that, from and after the Closing Date, it is holding the title to the Property for and on behalf of the Purchaser, to the extent of the Purchaser's Land Interest, in the place and stead of the Vendor.

11.4 The Purchaser acknowledges that the registered title to the Property shall at all times be in the name of the Nominee.

12. NO RIGHT TO USE, OCCUPY OR ACCESS

12.1 The Purchaser agrees that it hereby waives all rights of use, occupation and rights of access to the Property, and any part thereof, in order to facilitate the future rezoning and ultimate subdivision and re-development of the Property, for the benefit of all Co-Owners. The provisions of this Section 12 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date.

13. CO-OWNERS AGREEMENT

13.1 The Purchaser agrees that concurrent with its execution and delivery of this Agreement, the Purchaser shall execute and deliver the agreement or a counterpart of the co-

NEC II125,NEC II158,NEC II232-NEC II239-31728

owners agreement, a draft copy of which is annexed hereto as Schedule "C" (the "**Co-Owners Agreement**").

13.2 The Co-Owners Agreement shall govern, amongst other things, the following:

(a) the rights and obligations of the Purchaser, as owner and any other owners of undivided beneficial interests in the Property;

(b) any future sale, financing and/or development of the Property;

(c) procedures for consent and approvals by the Co-Owners (as such term is defined in the Co-Owners Agreement);

(d) appointing the Operator (as such term is defined in the Co-Owners Agreement) for and on behalf of the Co-Owners;

(e) the rights and obligations of the Operator of the Property;

(f) the obligation of the Nominee as registered holder of the title to the Property for an on behalf of the Co-Owners;

(g) the right to transfer or assign the Purchaser's Land Interest or any part thereof and the terms conditions to be satisfied with respect to any such assignment or transfer; and

(h) such other matters as are therein contained.

13.3 The Vendor shall not be obligated but shall have the right to retain an undivided beneficial interest in the Property to such extent as it may in its absolute discretion deem appropriate and thus be a co-owner thereof and with respect to such undivided beneficial interest it shall be subject to the terms of the Co-Owners Agreement and entitled to exercise the rights of a Co-Owner.

14. SUBDIVISION CONTROL PROVISIONS

14.1 The Vendor agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and this Agreement shall be effective to create an interest in the Property provided that the provisions of the *Planning Act* (Ontario) are complied with in connection with the transaction of sale and purchase of the Purchaser's Land Interest.

15. NO REPRESENTATIONS, WARRANTIES OR ADVICE

15.1 The Purchaser acknowledges that none of the Vendor, the Nominee, the Vendor's Agent nor anyone acting on its or their behalf has made any representations or warranties except as are expressly set forth in this Agreement or the Co-Owners Agreement, nor given any advice respecting the tax treatment relating to the purchase or disposition of the Purchaser's Land Interest or any part thereof or the Property, nor as to the timing of sale, rezoning or development of the Property nor with respect to any potential or anticipated profit to be derived or derivable from the Purchaser's Land Interest or the Property.

15.2 The Purchaser has been urged and advised to consult with the Purchaser's own respective advisors including legal and tax advisors, with respect to the purchase and other matters pertaining to the Property and the Purchaser's Land Interest and the Closing Documents.

NEC II125,NEC II158,NEC II232-NEC II239-31728

16. SOURCE OF FUNDS

16.1 The Purchaser hereby represents, warrants, confirms and acknowledges that the source of the Purchaser's funds:

(a) are not derived directly or indirectly from any crime;

(b) are not linked directly or indirectly to any terrorists or against anti terrorist laws;

(c) are not embargoed funds; and

(d) are not obtained in violation of any laws or seeking to escape or avoid any tax laws;

16.2 The Purchaser covenants that all payments and remittances shall strictly comply , at its own expense, with all regulatory or exchange control provisions in force on the Closing Date and applicable to this Agreement.

16.3 The provisions of this Section 16 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date.

17. NOTICES

17.1 All notices required hereunder shall be in writing and in the English language and may be served either personally upon the parties or by electronic transmission namely by fax or email addressed to the Parties at their respective last known addresses, fax number or email address.

18. HEIRS, ASSIGNS, ETC.

18.1 This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective heirs , administrators, executors, successors and permitted assigns; provided that, the Purchaser shall not be entitled to assign this Agreement or any of its rights hereunder without the prior written approval of the Vendor, which approval may be withheld in its absolute discretion.

19. SUPERCEDING AGREEMENT

19.1 This Agreement shall supercede any and all previous discussions, representations, agreements or understandings made by or on behalf of either of the parties hereto for or relating to the purchase and sale of the Purchaser's Land Interest.

20. SCHEDULES

20.1 Schedules "A", "B" and "C" annexed hereto form an integral part of this Agreement and shall be read together with this Agreement.

21. COUNTERPARTS

21.1 This Agreement may be executed in any number of counterparts and by original or facsimile signature with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement.

NEC II125,NEC II158,NEC II232-NEC II239-31728

22. LAWS AND JURISDICTION-ONTARIO

22.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

23. CAPTIONS

23.1 The captions of the sections of this Agreement are for convenience only and do not amplify or limit in any way the provisions hereof.

24. EFFECT OF PARTIAL INVALIDITY ON THIS AGREEMENT

24.1 In the event that any provision of this Agreement is illegal, void or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

25. FACSIMILE DOCUMENTS

25.1 The parties agree to accept facsimile executed documents, including Closing Documents, as if they were originally signed documents.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SET OUT BELOW.

WITNESSED BY:

DATE OF EXECUTION: 2012-06-04

THE PURCHASER

CHIAKI HAYASHI	AKIKO KOBAYASHI
Print Name of Witness	Print Name of Purchaser
✓ 林千秋	小林昭子 ★
Signature of Witness	Signature of Purchaser
Witness Identification Number	HST Number: 85235 8449 RT0001

NEC II125,NEC II158,NEC II232-NEC II239-31728

✓

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DATE OF EXECUTION: 2012-8-17
THE VENDOR:
TSI-NEC II INTERNATIONAL CANADA INC.

Per:

Name:
Title:
HST Number: BN806861894RT0001

I/We have the authority to bind the Corporation.

DATE OF EXECUTION: 2012-8-17

THE NOMINEE:
NIAGARA ESTATES OF CHIPPAWA II INC.

Per:

Name:
Title:
I/We have the authority to bind the Corporation.

TSI INTERNATIONAL

SCHEDULE "A" – PURCHASER(S) PARTICULARS

Information Concerning Purchaser(s):

1. PURCHASER:

Full Name: AKIKO KOBAYASHI

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: 413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Home Telephone: 81-776-27-5321 Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: _____

Country of Birth: JAPAN

The following have been provided to the Vendor:

(✓) Driver's Licence ( ) Passport ( ) Other_____

2. Second or additional person as Purchaser:

Full Name: _____

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: _____

Home Telephone: _____ Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: _____

Country of Birth: _____

The following have been provided to the Vendor:

( ) Driver's Licence ( ) Passport ( ) Other_____

NEC II125,NEC II158,NEC II232-NEC II239-31728

SCHEDULE "B" – PROPERTY and NOMINEE

LEGAL DESCRIPTION OF PROPERTY

Lands and premises located on PID 5559 Sodom Road, in the City of Niagara Falls, in the Region of Niagara, in the Province of Ontario, in the Country of Canada and legally described as Part Lot 18, Concession 2 Willoughby, being Part 1 on Plan 59R-4701 except Part 1 on Plan 59R-4942, City of Niagara Falls, Regional Municipality of Niagara, P.I.N. 64254-0015 (LT)

REGISTERED HOLDER OF LEGAL TITLE TO PROPERTY

NIAGARA ESTATES OF CHIPPAWA II INC.

Office: 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3

Tel No: 1-905-602-7463

Fax No: 1-905-602-7460

NEC II125,NEC II158,NEC II232-NEC II239-31728

SCHEDULE "C" – CO-OWNERS AGREEMENT

NEC II125,NEC II158,NEC II232-NEC II239-31728

UNIT IDENTIFICATION NO. NEC II125,NEC II158,NEC II232-NEC II239

CO-OWNERS AGREEMENT

NIAGARA ESTATES OF CHIPPAWA II INC.

THIS CO-OWNERS AGREEMENT is dated the 2ND day of March, 2011.

BETWEEN:

AKIKO KOBAYASHI,

Identification:DRIVER'S LICENSE (527730357761)

Address:413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

(hereinafter referred to as the "**Purchaser**")

-and-

NIAGARA ESTATES OF CHIPPAWA II INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Nominee**")

-and-

TSI-NEC II INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Vendor**")

-and-

NEC II CAPITAL MANAGEMENT INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Operator**")

-and-

All other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of this Agreement

(hereinafter collectively referred to as the "**Co-Owners**")

WHEREAS:

1. Pursuant to a Sale and Purchase Agreement, the Vendor has sold to the Purchaser, and the Purchaser has purchased from the Vendor, an undivided beneficial interest in the Property;

2. The Nominee is the registered owner of the Property and has agreed to hold the Property as nominee and bare trustee for and on behalf of the Co-Owners from time to time;

3. Every purchaser of an undivided beneficial interest in the Property is required to execute and deliver a counterpart of this Agreement and shall be bound as a Co-Owner pursuant thereto; and

NEC II125,NEC II158,NEC II232-NEC II239-31728

4. This Agreement sets forth the provisions which govern the Co-Owners' ownership of undivided beneficial interests in the Property and any future sale, financing and/or development with the Property and their respective undivided beneficial interests therein.

NOW THEREFORE in consideration of the payment of the sum of One Dollar ($1.00) and other good and valuable consideration now paid by each party to the other, the receipt of which is hereby acknowledged, and of the premises and the mutual covenants herein contained, the parties hereto hereby covenant and agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall be deemed to have the following meanings:

(a) "**ASPE**" shall have the meaning ascribed thereto in Section 16 of this Agreement;

(b) "**Additional Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(c) "**this Agreement**", "**hereof**", "**herein**," "**hereunder**" and words to like effect, refer to this Co-Owners Agreement as a whole and not to any particular provision, as it may be amended, supplemented and/or restated from time to time;

(d) "**Business Day**" means any day of the week other than a Saturday, Sunday or a day which is a statutory holiday, in Ontario, Canada;

(e) "**Concept Planning Fund**" shall have the meaning ascribed thereto in Section 18 of this Agreement;

(f) "**Co-Owners**" means the owners from time to time of Interests and who have signed a counterpart of this Agreement, and shall include the Purchaser, as well as the Vendor to the extent that it retains any Interest, and "**Co-Owner**" means any of the Co-Owners;

(g) "**Co-Owners Record**" has the meaning ascribed thereto in Section 11 of this Agreement;

(h) "**CRA**" means the Canada Revenue Agency, established pursuant to the *Canada Revenue Agency Act*, S.C. 1999, c. 17, which administers tax laws of Canada, including under the *Income Tax Act*, for the Government of Canada;

(i) "**Declaration of Trust**" means the declaration of trust executed by the Nominee concurrently with the completion by a Co-Owner of the purchase from the Vendor of an Interest and pursuant to which the Nominee declares and confirms that it holds registered title to the Property in trust for and on behalf of such Co-Owner, to the extent of such Co-Owner's respective Interest. For greater certainty, "**Declaration of Trust**" includes the declaration of trust executed by the Nominee upon the completion by a Co-Owner of the Transfer of an Interest to a transferee in accordance with the provisions of this Agreement, and includes the declaration of trust executed by the Nominee in favour of the Vendor at the time of its acquisition of the Property;

(j) "**Designated Person**" shall have the meaning ascribed thereto in Section 10 of this Agreement;

NEC II125,NEC II158,NEC II232-NEC II239-31728

(k) "**Dispute**" shall have the meaning ascribed thereto in Section 31 of this Agreement;

(l) "***Excise Tax Act***" means the *Excise Tax Act* (Canada), as amended from time to time, including the regulations made pursuant thereto;

(m) "**HST**" means the harmonized sales tax payable pursuant to the *Excise Tax Act*, including the Province of Ontario's portion thereof;

(n) "***Income Tax Act***" means the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.), as amended from time to time, including the regulations made pursuant thereto;

(o) "**Initial Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(p) "**Interest**" means the undivided beneficial interest in the Property purchased by a Co-Owner pursuant to a Sale and Purchase Agreement, and includes any undivided beneficial interest in the Property continued to be owned by the Vendor, and "**Interests**" means every Interest;

(q) "***Land Transfer Tax Act***" means the *Land Transfer Tax Act*, R.S.O. c.L.6, as amended;

(r) "**LTT**" means the land transfer tax payable pursuant to the *Land Transfer Tax Act*;

(s) "**Net Income**" shall have the meaning attributed thereto in Section 6(j) of this Agreement;

(t) "**Notice Requisitioning an Ordinary Resolution**" shall have the meaning attributed thereto in Section 8 of this Agreement;

(u) "**Notice Requisitioning a Special Resolution**" shall have the meaning attributed thereto in Section 10 of this Agreement;

(v) "**Offer**" shall have the meaning attributed thereto in Section 19 of this Agreement;

(w) "**Operator**" means NEC II Capital Management Inc., or the Designated Person that may be appointed as the Operator's replacement as determined in accordance with Section 10 of this Agreement**;**

(x) "**Ordinary Resolution**" means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 51% of the aggregate Interests in the Property;

(y) "**Planning Activities**" means the reports, plans, studies, audits, assessments, investigations, legal proceedings, procedures, filings, submissions, applications and/or any other actions taken or made in respect of or in furtherance of the rezoning of, or other land use planning matters related to, the Property;

(z) "**Property**" means the real property legally described on Schedule "1" annexed hereto;

(aa) "**Retained Interest**" shall have the meaning attributed thereto in Section 23 of this Agreement;

(bb) "**Sale and Purchase Agreement**" means the agreement of sale and purchase, or an agreement substantially in the form of the agreement of sale and purchase, entered into

NEC II125,NEC II158,NEC II232-NEC II239-31728

between the Vendor, as vendor, and each Co-Owner (other than the Vendor), as purchaser, pursuant to which each Co-Owner agreed to acquire its respective Interest in the Property. **"Sale and Purchase Agreements"** means every Sale and Purchase Agreement;

(cc) **"Special Resolution"** means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 85% of the aggregate Interests in the Property;

(dd) **"Transfer"** shall have the meaning ascribed thereto in Section 11 of this Agreement; and

(ee) **"Vendor"** means TSI-NEC II International Canada Inc.

2. INTERPRETATION

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) the division of this Agreement into Articles, paragraphs, subparagraphs and schedules and the insertion of headings are provided for convenience only and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;

(b) all references to currency herein are references in Canadian dollars;

(c) any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto;

(d) any reference to an entity shall include and shall be deemed to be a reference to any entity that is a successor to such entity;

(e) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

3. TITLE

Legal title to the Property shall be held in the name of the Nominee, which shall hold such title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Vendor, to the extent of its Retained Interest, if any.)

4. MAILING ADDRESSES

The mailing address of the Nominee, the Vendor and the Operator shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee, the Vendor and/or the Operator may change its mailing address from time to time by giving notice in writing to that effect to all Co-Owners, pursuant to the notice provisions contained in this Agreement.

NEC II125,NEC II158,NEC II232-NEC II239-31728

5. REPRESENTATIONS AND WARRANTIES OF THE NOMINEE AND OPERATOR

(a) The Nominee represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite power, capacity and corporate authority to act as nominee and to perform its obligations under this Agreement;

(iii) it shall not carry on any business other than for the purposes set forth in this Agreement;

(iv) it holds and shall continue to hold legal title to the Property as nominee and bare trustee for and on behalf of each Co-Owner to the extent of each Co-Owner's Interest; and

(v) it shall only deal with the Property in the manner and as provided for in this Agreement.

(b) The Operator represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite capacity and corporate authority to act as Operator, and to perform its obligations under this Agreement; and

(iii) it shall comply with its obligations as provided for in this Agreement.

6. OPERATION AND MANAGEMENT OF THE PROPERTY

The Co-Owners hereby appoint the Operator and the Operator hereby accepts the appointment as the operator and manager of the Property and agrees to undertake such Planning Activities as the Operator may determine in its discretion, acting reasonably, are required to rezone the Property to such use or uses as the Operator shall determine, acting reasonably, and in the best interest of the Co-Owners. The Operator agrees to carry out such Planning Activities and to operate and manage the Property in good faith and in the best interest of the Co-Owners. The Operator agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and to proceed diligently to make all necessary applications to rezone the Property to such use or uses as the Operator shall determine, in its reasonable discretion, and to use its reasonable commercial efforts, at the cost and expense of the Co-Owners, with such costs to be defrayed out of the Concept Planning Fund initially, to obtain all necessary approvals and consents from applicable governmental authorities in connection therewith. Subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have such general powers and authority to administer, manage, control, operate, finance, refinance, develop, lease, grant easements and other rights in, under and over, the Property and to do any act, take any proceeding, make any decision and execute and deliver any instrument, deed, agreement, affidavit or document necessary for or incidental to any of the foregoing, for and on behalf and in the name of the Co-Owners, or as the Co-Owners may so direct by Special Resolution. No person dealing with the Operator

NEC II125,NEC II158,NEC II232-NEC II239-31728

will be required to enquire into the authority of the Operator to do any act, take any proceeding, make any decision or execute and deliver any instrument, deed, agreement or document for or on behalf or in the name of the Co-Owners.

Without limiting the generality of the foregoing provisions of this Section 6, but subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have the following specific powers and authorities without further authority or approval from the Co-Owners:

(a) to engage such professional advisers and consultants as the Operator considers advisable in order to perform its duties hereunder;

(b) to open and operate one or more bank accounts in its name, as agent for the Co-Owners in respect of the Property with a Canadian chartered bank or trust company, into which the Operator may deposit all rentals, if any, and other income earned from the Property (if any) (which for greater certainty shall not include the Concept Planning Fund), and out of which account(s) all expenses properly relating to the Property shall be paid, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of such funds to cover all such expenses;

(c) to execute, deliver and carry out all other agreements which require execution by or on behalf of the Co-Owners with respect to the Property, including without limitation, any agreements required by any governmental or statutory authority having jurisdiction over or with respect to the Property, development agreements, site plan agreements, cost sharing agreements, easements and rights of way;

(d) to enter into lease and/or tenancy arrangements in respect of the Property or any part thereof and to collect all rentals and other income therefrom, if any, provided that nothing herein shall constitute a guarantee by the Operator of the payment of any rent by tenants;

(e) to pay all taxes, fees and other expenses relating to the orderly maintenance and management of the Property out of the Concept Planning Fund, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of funds to cover all such expenses;

(f) to commence or to defend on behalf of the Co-Owners, the Nominee, or itself, any and all actions and other proceedings pertaining to the Property or to the Co-Owners;

(g) to determine the amount and type of insurance coverage, if any, to be maintained in order to protect the Property and the Co-Owners from all usual perils of the type covered in respect of comparable properties and in order to comply with the requirements of any lenders of funds;

(h) to retain, employ and pay and discharge on behalf of the Co-Owners all servants, employees, advisors, consultants and/or contractors necessary to be retained for the management and operation of the Property, including, without limitation, for matters relating to its rezoning and development;

(i) to contract on behalf of the Co-Owners for water, gas, electricity and other utility services and commodities, including cable and telephone services necessary for the development, operation and maintenance of the Property; and

NEC II125,NEC II158,NEC II232-NEC II239-31728

(j) to distribute the Net Income from the ownership, operation, use, financing, refinancing, and/or sale of the Property (if any) to each Co-Owner, proportionate to its respective Interest. For the purposes of this Agreement, "**Net Income**" shall mean the gross receipts (which, for greater certainty, shall not include the Concept Planning Fund) derived in any way from dealing with the Property, received by or on behalf of the Co-Owners from the ownership, operation, use, leasing, financing, refinancing, sale of, and/or development and/or any other dealing with of the Property, minus the aggregate of all proper expenses and charges incurred in connection therewith, calculated on an accrual basis, including:

(i) payment of principal and interest owing to mortgagees or other encumbrancers, or other lenders;

(ii) realty taxes, property tax assessments, charges or levies made by any duly constituted governmental or statutory authority, due and owing and secured by a right or apparent right to claim a lien or charge upon the Interests, or any of them, or the Property, and money due and owing from improvements to the Property secured by a lien or charge in favour of materialmen or workmen or trade contractors or other like persons or corporations upon the Interests, or any of them, or the Property;

(iii) all costs and expenses of any sale, financing or refinancing;

(iv) all development costs and expenses;

(v) all costs and expenses of operating, maintaining, leasing, managing, using, and/or developing the Property, and the costs and expenses of repair;

(vi) lighting, electricity and public utilities costs and expenses;

(vii) professional fees reasonably attributed to the Property, its operation, use, financing, refinancing, sale and/or development;

(viii) all other costs, expenses or disbursements which are properly attributable to the Property, except payments to the Co-Owners on account of capital or distribution of Net Income; and

(ix) reserves in such amount as deemed appropriate by the Operator from time to time, including without limitation for the purposes of replacement of major equipment, major renovations and repairs, leasehold improvements, marketing costs and any other reserves normally required for the prudent operation, use, financing, refinancing, sale and/or development of a like property.

Each Co-Owner shall have a proportionate beneficial interest in all of the gross cash receipts derived from the Property and shall be responsible for its proportionate share of the expenses and charges incurred in connection with the Property, in each case proportionate to its respective Interest. Each Co-Owner hereby irrevocably directs the Operator to pay its proportionate share of such expenses and charges out of its proportionate share of such gross cash receipts, as well as out of the Concept Planning Fund.

Each Co-Owner hereby confirms and acknowledges that neither the Operator nor any of its officers, directors, employees, advisors, consultants, agents or representatives has made any warranty or representation, or given any advice:

NEC II125,NEC II158,NEC II232-NEC II239-31728

(k) as to or in respect of the tax treatment of the purchase, disposition or holding of the Interest by a Co-Owner; or

(l) as to the timing of the rezoning or sale or development of the Property or the returns attainable by the Co-Owners upon a sale or lease of or other dealing with the Property.

Each Co-Owners acknowledges that he has been advised to seek his own independent legal and tax counsel prior to entering into a Sale and Purchase Agreement and this Agreement.

7. AUTHORITY TO WITHHOLD

The Operator is authorized to withhold any amounts required to be withheld from any distribution or other payment to a Co-Owner pursuant to the provisions of the *Income Tax Act* and to make payment of any such amount on behalf of a Co-Owner to the CRA, on account of taxes as may be required by law.

8. POWERS EXERCISABLE BY ORDINARY RESOLUTION

Notwithstanding anything to the contrary contained in this Agreement, the following powers shall only be exercisable by the Operator after an Ordinary Resolution is passed by the Co-Owners:

(a) approving the sale or exchange of all or any part of the Property (other than the sale of Interests by the Operator pursuant to Sale and Purchase Agreements);

(b) approving a proposal or plan to develop the Property;

(c) subject to Section 17, consenting to the amendment of this Agreement, provided that, no amendment to this Agreement shall impose or increase any financial or other obligations upon any of the Nominee of the Operator, or in any way adversely affect the Nominee or the Operator, without the prior written approval of the Nominee or the Operator, as the case may be;

(d) approving or ratifying the making of an Additional Advance by the Operator, in accordance with Section 18; or

(e) requiring that the financial statements for the Property be audited.

Other than a matter which under the terms of this Agreement requires a Special Resolution, the Operator may at any time and from time to time by notice in writing to all Co-Owners substantially in the form annexed hereto as Schedule "2" (the "**Notice Requisitioning an Ordinary Resolution**") request the Co-Owners to consider and approve any matter relating to the Property not requiring a Special Resolution. The Notice Requisitioning an Ordinary Resolution shall specify with reasonable detail the matter to be approved by the Co-Owners.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution. If the Operator fails to deliver such Notice Requisitioning an Ordinary Resolution within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or a group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the

NEC II125,NEC II158,NEC II232-NEC II239-31728

Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution which the Operator failed to deliver within the time provided in this Section 8 for the Operator to do so.

9. POWERS EXERCISABLE BY SPECIAL RESOLUTION

The following powers shall only be exercisable by Special Resolution passed by the Co-Owners:

(a) terminating the appointment of the Operator and appointing a new Operator from time to time, in accordance with the provisions of Section 10;

(b) instituting or continuing an action or suit against the Operator for damages based upon the fraud or gross negligence of the Operator in the performance of its obligations under this Agreement;

(c) requiring the Operator to remove the incumbent independent firm of chartered accountants qualified in Canada appointed pursuant to Section 16 and requiring the Operator to appoint a replacement; or

(d) apppointing a replacement for the Nominee in the event that the Nominee should be wound up or dissolved or be declared a bankrupt, such replacement to hold legal title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Operator if it retains any Retained Interest.)

10. CONTROL AND AUTHORITY VESTS WITH CO-OWNERS

The Co-Owners may by Special Resolution terminate and remove the Operator (in its capacity as Operator and not as a Co-Owner)and appoint a new Operator in its place and stead. Such new Operator shall be bound by all of the terms of this Agreement and shall execute an agreement confirming that it is bound under this Agreement as if it was an original signatory thereto.

Upon termination, the Operator terminated shall forthwith upon request of the person designated in the Special Resolution as the replacement Operator (the "**Designated Person**") do the following:

(a) deliver all agreements, documents, instruments, books and records and writings relating to the Property in its possession to the Designated Person, including, without limitation, the Co-Owners Record;

(b) execute and deliver such consents, acknowledgements and assignments pertaining to the Property and any Planning Activities as the Designated Person may require;

(c) cause its representatives on the board of directors of the Nominee to execute resignations as directors and officers forthwith after being required to do so by the Designated Person, provided the Nominee shall continue to indemnify such directors and officers in accordance with its by-laws in existence at the date hereof;

(d) execute and deliver a release in form and content satisfactory to the Designated Person, acting reasonably, releasing the Nominee and the Co-Owners from any liability, provided that: (i) the release by the Operator shall not release the Co-Owners from their obligation to continue to indemnify the Operator pursuant to Section 21 hereof; and (ii) the

NEC II125,NEC II158,NEC II232-NEC II239-31728

Operator receives a release in form and content satisfactory to the Operator, acting reasonably, executed by the Nominee and by the Designated Person for and on behalf of itself and each of the Co-Owners, releasing the Operator from any liability, and the Co-Owners expressly acknowledge and agree that the Designated Person shall have the power and authority to deliver such release, without any further approval or authorization required from the Co-Owners;

(e) do all things necessary and execute all necessary documents to effect the change of shareholders of the Nominee as directed by the Designated Person; and

(f) otherwise co-operate and assist to carrying out and giving effect to each of the actions set out in Section 10(a), (b), (c), (d) and (e) above.

The Operator may at any time and from time to time by notice in writing, substantially in the form annexed hereto as Schedule "3" (the "**Notice Requisitioning a Special Resolution**") to all Co-Owners, request the Co-Owners to consider and approve any matter relating to the Property requiring a Special Resolution pursuant to the terms of this Agreement. The Notice Requisitioning a Special Resolution shall specify with reasonable detail the matter to be considered and approved by Special Resolution.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning a Special Resolution with respect to any matter relating to the Property, including any matter requiring a Special Resolution pursuant to this Agreement. If the Operator fails to deliver such Notice Requisitioning a Special Meeting within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the Notice Requisitioning a Special Resolution which the Operator failed to deliver within the time provided in this Section 10 for the Operator to do so.

11. CO-OWNERS RECORD AND TRANSFERS OF INTEREST

The Operator shall record and at all times maintain and keep up to date a record of the names, addresses and other contact information for the Co-Owners, and the Interest held by each of the Co-Owners as well as particulars of any Transfer of Interests (collectively, the "**Co-Owners Record**").

No Co-Owner shall sell, transfer, assign, mortgage, pledge, grant a security interest or otherwise encumber or dispose of its Interest in the Property (each, a "**Transfer**"), except in compliance with any applicable requirements of the *Securities Act* (Ontario) and any other applicable legislation and otherwise in accordance with the provisions of this Agreement, if and to the extent required.

A Co-Owner may Transfer an Interest or part thereof provided that such Co-Owner complies and satisfies each of the following conditions:

(a) the transferor first delivers to the Operator an original or notarial copy of the executed document or instrument effecting the Transfer which shall be in such form as may be acceptable to the Operator, acting reasonably;

(b) the transferee agrees in writing and in such form as may be acceptable to the Operator, to be bound by the terms of this Agreement and upon completion of the Transfer to

NEC II125,NEC II158,NEC II232-NEC II239-31728

assume the obligations of the transferor under this Agreement in respect of the Interest subject to the Transfer;

(c) the transferor delivers or causes to be delivered to the Operator a direction addressed to both the Nominee and the Operator, in form and substance satisfactory to the Operator and the Nominee, directing the Nominee to execute and deliver a Declaration of Trust for the Interest subject to the Transfer in favour of the transferee;

(d) the transferee pays such costs, expenses and disbursements, including legal fees, as are reasonably incurred by the Operator by reason of the Transfer;

(e) the transferee pays all applicable HST pursuant to the *Excise Tax Act*, and all applicable LTT pursuant to the *Land Transfer Tax Act*, and makes or causes to be made any and all necessary filings, payments and remittances within the time periods required therefor under the provisions of the *Excise Tax Act* and the *Land Transfer Tax Act* and the respective regulations thereunder;

(f) the transferor either provides the transferee with evidence reasonably satisfactory to the transferee that the transferring Co-Owner is not then a "non-resident" of Canada within the meaning of the *Income Tax Act* or provide the transferee with a certificate pursuant to subsection 116(2) of the *Income Tax Act* with a certificate limit in an amount not less than the purchase price for the Interest subject to the Transfer; provided that if such evidence or certificate is not forthcoming, the transferee shall be entitled to make the payment of tax required under section 116 of the *Income Tax Act* and to deduct such payment from the purchase price for the Interest subject to the Transfer;

(g) the transferee executes and delivers to the Operator a counterpart of the Agreement; and

(h) the transferor provides such other documents, agreements, acknowledgements and confirmations as may be required by the Operator or by law (including compliance by the transferring Co-Owner with the provisions of the *Securities Act* (Ontario) if and to the extent applicable).

When a transferee of an Interest is entitled to become a Co-Owner pursuant to the provisions hereof, the Operator will:

(i) record a Transfer of the Interest; and

(j) forward a Declaration of Trust to the transferee in respect of the Interest so transferred.

12. OPERATOR NOT BOUND TO SEE TO TRUST OR EQUITY

Other than pursuant to the terms of the Declaration of Trust, the Operator shall not be bound to see to the execution of any trust, express, implied or constructive, or any charge, pledge or equity to which any Interest is subject, or to ascertain or inquire whether any sale or transfer of any such Interest by any Co-Owner or by his personal representatives is authorized by such trust, charge, pledge or equity, or to recognize any person having any interest therein except for the person or persons recorded by the Operator as the Co-Owner.

NEC II125,NEC II158,NEC II232-NEC II239-31728

13. INCAPACITY, DEATH, INSOLVENCY OR BANKRUPTCY

Where a person becomes entitled to an Interest by incapacity, death, insolvency or bankruptcy of a Co-Owner or otherwise by operation of law, in addition to the requirements of Section 11 hereof, that person will not be recorded as or become a Co-Owner until:

(a) he produces evidence satisfactory to the Operator of such entitlement; and

(b) he has delivered such other evidence, approvals and consents in respect of such entitlement as the Operator may require and as may be required by applicable law or by this Agreement.

14. DECLARATIONS OF TRUST

A separate Declaration of Trust shall be executed and delivered by the Nominee to each Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of a Co-Owner to the extent of the Co-Owner's Interest. Provided that the Transfer of an Interest has been effected in accordance with the provisions of Section 11 of this Agreement, a separate Declaration of Trust shall be executed and delivered by the Nominee to each transferee Co-Owner of an Interest from a transferring Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of the transferee Co-Owner to the extent of such Co-Owner's Interest.

15. LOST DECLARATIONS OF TRUST

Where a Co-Owner by notice in writing advises the Operator that the Declaration of Trust with respect to such Co-Owner's Interest has been defaced, lost or destroyed or wrongly taken, the Operator may cause a new Declaration of Trust to be issued, provided that the Co-Owner files with the Operator an indemnity in such form as is satisfactory to the Operator to indemnify the Operator, the Nominee and the other Co-Owners from any loss, cost, liability or damages that it or they may incur or suffer by complying with the request to issue a new Declaration of Trust, and provided further that the Co-Owner satisfies all other reasonable requirements of the Operator, including delivery of a form of proof of loss.

16. BOOKS AND RECORDS AND FINANCIAL REPORTS

The Operator will keep or cause to be kept on behalf of the Co-Owners at the Operator's principal place of business in Ontario:

(a) full and accurate books of account and records of all financial transactions relating to the Property including, without limitations, the receipts and expenditures relating to the Property and the Concept Planning Fund;

(b) the Co-Owners Record setting out the name and address of each Co-Owner; and

(c) copies this Agreement and all counterparts.

At any time upon 10 Business Days written notice to the Operator a Co-Owner may request the Operator to examine any of the documents noted in clauses (a) and (b) above at the office of the Operator and may take copies thereof provided that such requesting Co-Owner pays the reasonable cost to the Operator for making such copies, provided further that any such requesting Co-Owner shall have first provided an affidavit and undertaking, in form and substance satisfactory to the Operator, acting reasonably, duly sworn before a notary public or other individual authorized to administer oaths in the jurisdiction of residence of the

NEC II125,NEC II158,NEC II232-NEC II239-31728

Purchaser, stating: (aa) the name and address of such requesting Co-Owner, and that the Co-Owner is a Co-Owner; (bb) that the Co-Owners Record shall not be used by the requesting Co-Owner or any other person except in connection with a *bona fide* effort to influence the voting by Co-Owners on an Ordinary Resolution or a Special Resolution; (ccc) that the information so provided is subject to applicable privacy rules and regulations; (ddd) that none of the information provided pursuant to clause (a) above shall be disclosed by or on behalf of the requesting Co-Owner to any person who is not a Co-Owner, that such information is proprietary to the Operator and the Co-Owners, and that its disclosure could cause irreparable harm to the other Co-Owners and the Operator; (eee) that the requesting Co-Owner will not, directly or indirectly, offer for sale or purchase, or otherwise traffic in, a list or copy of a list of the Co-Owners or any information contained in the Co-Owners Record; (fff) the requesting Co-Owner acknowledges and agrees that in the event of a breach of any of the covenants, provisions and restrictions in affidavit, the Co-Owners' and Operator's remedy in the form of monetary damages may be inadequate and that the Operator, for itself and on behalf of the other Co-Owners, shall be authorized and entitled, in addition to all other rights and remedies available to it and them, to apply for and obtain from any court of competent jurisdiction interim and permanent injunctive relief and an accounting of all profits and benefits arising out of such breach; and (ggg) that the requesting Co-Owner shall indemnify and hold harmless the Operator and the Nominee and the other Co-Owners from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee or the other Co-Owners by reason of any breach by such requesting Co-Owner of any of the covenants, provisions and restrictions contained in the affidavit.

The Operator shall provide or cause to be provided to each Co-Owner not later than 120 days after the end of each calendar year, financial statements showing the financial results for the Property for such calendar year. The Operator shall retain, at the expense of the Co-Owners, an independent firm of chartered accountants qualified in Canada to prepare such financial statements. Such financial statements shall contain a balance sheet, and a statement of cash flows and shall be prepared in accordance with Canadian accounting standards for private enterprises ("**ASPE**") applicable to the real estate industry in Canada and applied on a consistent basis from year to year. The financial statements shall not be required to be audited unless the Co-Owners by Ordinary Resolution require audited financial statements. For greater certainty, the funds in the Concept Planning Fund are hereby recognized as being the funds of the Operator, not of the Co-Owners.

17. AMENDMENT OF AGREEMENT

This Agreement may be amended in writing on the initiative of the Operator with the consent of the Co-Owners given by Ordinary Resolution. Notwithstanding the foregoing, the Operator may, without any prior notice to or consent from the Co-Owners amend any provision of this Agreement from time to time:

(a) to cure an ambiguity or to correct or supplement any provision contained herein which, in the reasonable opinion of the Operator, may be defective or inconsistent with any other provision contained herein, and with respect to which the cure, correction or supplemental provision does not and will not adversely affect the Interests of the Co-Owners; or

(b) to make such other provisions in regard to matters or issues relating to or arising under this Agreement which, in the reasonable opinion of the Operator, do not and will not adversely affect the Interests of the Co-Owners.

NEC II125,NEC II158,NEC II232-NEC II239-31728

The Operator agrees to inform the Co-Owners by written notice within 60 days following the effective date of an amendment to this Agreement and provide copies of the amending agreement within the said 60 days.

18. PLANNING ACTIVITIES AND CONCEPT PLANNING FUND

As agent for the Vendor, the Operator shall deposit an amount equivalent to the Concept Planning Fund Contribution (as such term is defined in each Sale and Purchase Agreement) received by the Vendor under every completed Sale and Purchase Agreement into a single, segregated account (the "**Concept Planning Fund**") to be in the name of the Operator and to be used by the Operator solely for the purpose of paying the costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities, and those costs and expenses enumerated in Section 6(j) of this Agreement.

The Concept Planning Fund is intended to be a deposit account. Each Co-Owner's respective proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Co-Owner following completion of the sale of the Property. Each Co-Owner's share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of this Agreement) will be paid by the Co-Owner and deducted from his proportionate share of any sale proceeds receivable by him, if and when the Property is sold or otherwise disposed of. Each Co-Owner hereby irrevocably authorizes and directs the Operator to withhold from his proportionate share of any amounts otherwise receivable by it under this Agreement the amount of any such shortfall, and to pay such amount to the Operator.

The Operator shall keep proper and accurate records and details of all expenses paid out of the Concept Planning Fund, and at the request of the Vendor, provide access to the Vendor's representatives to such records and details of expenses to permit the Vendor to satisfy itself that such expenses were paid in accordance with the provisions of this Agreement.

The Operator shall prepare, perform and take or cause to be prepared, performed and taken all Planning Activities as it determines in its reasonable discretion are necessary for and on behalf of the Co-Owners including, without limitation, the following:

(a) surveys and concept plans in connection with the rezoning of the Property;

(b) in the reasonble discretion of the Operator, engage all consultants and professionals including, without limitation, legal counsel with respect to rezoning of the Property or any other Planning Activities;

(c) enter into or request the Nominee to enter into and deliver any documents, consent, acknowledgements or agreements including, without limitation, easements, rights in the nature of an easement, transfers, undertakings, applications, appeals and/or any other similar or related agreements or documents which may be required in the reasonable discretion of the Operator in connection with the Planning Activities;

(d) pay for all costs and expenses associated with Planning Activities, municipal property taxes and the cost of maintaining the Property, out of the Concept Planning Fund, and if insufficient, out of additional funds provided by the Co-Owners; and

(e) keep detailed records and accounts for or pertaining to the Planning Activities.

NEC II125,NEC II158,NEC II232-NEC II239-31728

If the amount set aside in the Concept Planning Fund is not sufficient to defray all costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities and those costs and expenses enumerated in Section 6(j) of this Agreement, the Operator, in the exercise of its absolute discretion, and without the approval of the Co-Owners, may advance to the Co-Owners an amount or amounts on account of such shortfall to a maximum of 5% of the aggregate purchase prices paid by all Co-Owners for their respective Interests(collectively, the "**Initial Advance**"). The Initial Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance made to the Co-Owners out of the proceeds of the sale of the Property.

If the cost of Planning Activities exceeds the combination of the Concept Planning Fund and the Initial Advance, the Operator, as it deems necessary in the exercise of its absolute discretion but subject to the approval of the Co-Owners by way of an Ordinary Resolution, may advance to the Co-Owners additional amounts as may be required for such purposes (collectively, the "**Additional Advance**"). The Additional Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, after repayment of the Initial Advance, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance and the Additional Advance made to the Co-Owners out of the proceeds of the sale of the Property.

19. SALE OF THE PROPERTY

Any offer to purchase the Property received by the Operator or the Nominee, which the Operator deems acceptable (the "**Offer**") shall be presented to all of the Co-Owners for consideration and if approved by an Ordinary Resolution such Offer shall be accepted by the Nominee and such acceptance shall be binding upon all of the Co-Owners. Any sale of the Property by the Nominee resulting from an Offer the acceptance of which was approved by an Ordinary Resolution of the Co-Owners shall be deemed to include the sale by the Co-Owners of the Interests.

The Co-Owners hereby agree that Operator shall have the right, exercisable by notice in writing to the Co-Owners within 30 days after the Co-Owners have passed an Ordinary Resolution to accept the Offer, to purchase the Property at the same price and on the same terms and conditions as are contained in the Offer approved by Ordinary Resolution of the Co-Owners.

If the Operator fails to provide the notice exercising its right to purchase the Property on the same terms and conditions as are contained in the Offer within the said 30 days, then the Nominee shall accept the Offer and complete the transaction with the party that made the Offer the acceptance of which was approved by Ordinary Resolution of the Co-Owners.

20. HST AND LTT

Each of the Co-Owners hereby authorizes the Operator to make any and all filings, payments and/or remittances for HST with respect to the purchase by each Co-Owner of his respective Interest and any other payments of HST applicable to the services provided to the Nominee or in respect of the Property or the Interest of a Co-Owner.

Each Co-Owners hereby authorizes the Operator to carry out any HST reporting or filing obligations that are required in respect of the Interests or the Property. Such authority shall

NEC II125,NEC II158,NEC II232-NEC II239-31728

include the execution of any documents that have to be or which may be advisable to be executed under the *Excise Tax Act*. The Operator shall to the extent required under the *Excise Tax Act* make and satisfy all filing and reporting obligations of a Co-Owner with respect to the Interest of the Co-Owner and shall provide each Co-Owner with copies of such filings and reports.

Each of the Co-Owners hereby authorizes the Operator to make any and all filings payments and/or remittances, from funds provided by the Co-Owner, relating to LTT arising from the purchase by each Co-Owner from the Vendor of his respective Interest in the Property. For greater certainty, each of the Co-Owners hereby authorizes the Operator on behalf of the Co-Owner and with the Co-Owner's funds to make any and all payments, remittances and filings under the provisions of the *Land Transfer Tax Act* relating to LTT and within the time period required therefor under the *Land Transfer Tax Act*, arising from the acquisition and/or ownership of the Interest. The Operator shall provide each Co-Owner with copies of such filings and evidence of the payments and remittances upon the written request of a Co-Owner.

21. POWER OF ATTORNEY

Each Co-Owner hereby nominates, constitutes and appoints each of the Operator and the Nominee, acting alone or together, with full power of substitution, as his true and lawful attorney and agent with full power and authority in his name, place and stead, for his use and benefit, to do the following, as fully and effectually as the Co-Owner could do if personally performed including, without limitation:

(a) execute and deliver all such documents or instruments on behalf of and in the name of the Co-Owners, or any of them, as may be deemed necessary by the Operator to carry out fully the provisions of this Agreement in accordance with its terms;

(b) execute, swear to, acknowledge, deliver, file and/or remit to or with the Ministry of Finance (Ontario) pursuant to the *Land Transfer Tax Act*, as amended, all necessary returns and payment or remittances in connection with the acquisition by the Co-Owners of their respective Interests in the Property;

(c) execute, acknowledge, deliver and file and/or remit to or with the CRA, all necessary instruments, declarations, certificates and other documents, and remittances relating to HST;

(d) execute, acknowledge, deliver and file as and where required any election made pursuant to subsection 273(1) of the *Excise Tax Act* as contemplated in each Purchase Agreement;

(e) execute and deliver all conveyances, agreements, documents and other instruments pertaining to the sale, development, redevelopment, financing, refinancing or leasing of the Property as the Operator determines in its sole discretion is in the best interests of the Co-Owners, and as permitted by this Agreement or authorized by Ordinary Resolution or Special Resolution of the Co-Owners; and

(f) execute, acknowledge, deliver and file any and all CRA non-resident personal income tax returns.

Each Co-Owner acknowledges and confirms that the power of attorney granted herein is made pursuant to the *Powers of Attorney Act* (Ontario) and is a power coupled with an interest, will survive the death, disability or other legal incapacity of the Co-Owner and will survive the assignment (to the extent of the Co-Owner's obligations hereunder) by the Co-Owner of the whole or any part of his Interest and extends to the heirs, executors, administrators, successors

NEC II125,NEC II158,NEC II232-NEC II239-31728

and assigns of the Co-Owner and may be exercised by the Operator or the Nominee, acting alone or together, executing on behalf of the Co-Owners, or any of them, any instrument, by listing all of the Co-Owners to be bound by such instrument with a single signature as attorney and agent for all of them, or otherwise. Each of the Co-Owners agrees to be bound by any representations and actions made or taken in good faith and in accordance with the terms of this Agreement by the Nominee and/or the Operator pursuant to such power of attorney in accordance with the terms hereof and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the Nominee or the Operator taken in good faith under such power of attorney. The Operator shall, at the written request of a Co-Owner, provide such Co-Owner with copies of any of the documents or instruments executed, sworn, delivered, acknowledged or remitted by the Operator for and on behalf of that Co-Owner only under the power of attorney provided for in this Section 21.

22. INDEMNIFICATION

Each of the Co-Owners hereby agrees, severally and not jointly or jointly and severally, to indemnify and hold harmless the Operator and the Nominee from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee, or by any one or more attorneys appointed by it or them under the power to substitute pursuant to the power of attorney provision contained in Section 21 above, by reason of acts, omissions or alleged acts or omissions arising out of the activities of the Operator or the Nominee on behalf of the Co-Owners or in furtherance of the Interests of the Co-Owners but only if the acts, omissions or the alleged acts or omissions in respect of which any actual or threatened action, proceeding or claim are based, were performed in good faith and in accordance with the Agreement.

23. VENDOR'S RIGHT TO RETAIN AN INTEREST

The Co-Owners acknowledge and agree that the Vendor has the right, but not the obligation, to retain an undivided beneficial Interest in the Property (a "**Retained Interest**"), to whatever extent it wishes, and the Vendor to the extent of any such Retained Interest shall for the purposes of this Agreement be a Co-Owner and be deemed to be bound by this Agreement. The Vendor may at any time and from time to time Transfer and assign all or any part of such Retained Interest to any person or persons it deems appropriate and upon such Transfer or assignment, the assignee or transferee thereof shall execute a counterpart of this Agreement and shall be a Co-Owner to the extent of the Retained Interest so transferred or assigned.

24. COMPETING INTERESTS

Each of the Co-Owners and the Operator is entitled, without the consent of any of the others of them, to own property and to carry on any business or activity whatsoever, whether of the same or different nature as that owned by or carried on by any of them, and whether or not in competition with the Interests, the Property or any activity carried on by any of them, and neither any Co-Owner nor the Operator shall be liable to account to any of the other of them.

25. NOTICES

Any notice or communication required or permitted to be given to the Nominee, the Vendor, the Operator or the Co-Owners hereunder shall be in writing and shall be given by delivery or by mailing to same to be addressed as follows:

(a) To the Nominee, the Vendor or the Operator, at its respective mailing address provided in Section 4 above.

NEC II125,NEC II158,NEC II232-NEC II239-31728

(b) To each Co-Owner at his last address shown on the Co-Owners Record maintained by the Operator.

Any notice or communication delivered as aforesaid shall be in the English language but may be accompanied by an unofficial translation and shall be deemed to have been given to the addressee on the day of delivery, if delivered by courier or, if mailed as aforesaid, shall be deemed to have been given to the addressee on the 10th Business Day following the mailing of such notice, provided that, for such purposes, no day during which there shall be a strike or other occurrence which shall interfere with normal mail services shall be considered a Business Day. If delivery of any notice or communication is made via fax, delivery shall be deemed to have been made on the day following the sending of the fax unless such day is not a Business Day, in which case delivery shall be deemed to have been made on the next Business Day.

26. FURTHER ACTS

The parties hereto agree to execute and deliver such further and other documents and to perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

27. BINDING EFFECT

Subject to the restrictions on Transfers herein contained, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and permitted assigns.

28. SEVERABILITY

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts, by original or facsimile signature, with the same affect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same agreement.

30. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, in the Country of Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

31. DISPUTE RESOLUTION

Any disputes, claims, disagreements, differences, (including, without limitation, interpretation, performance and enforcement) (collectively the "**Dispute**") that may arise between the Co-Owners or any of them and/or the Operator and/or the Nominee relating in any manner to this Agreement, the Property, or the Interests or any of them, shall attempted to be resolved by mediation and if such mediation is not successful, then by arbitration.

NEC II125,NEC II158,NEC II232-NEC II239-31728

Upon written demand of the Nominee, the Operator or the Co-Owners or any them and within 10 days after such demand, the parties shall attempt to appoint a mediator. If within such period of time they are unable to agree on a mediator, the Dispute shall be resolved by arbitration. If the parties to the Dispute are unable to agree upon a single arbitrator within 10 days after a demand has been made by any party to the Dispute to appoint a single arbitrator then, any party to the Dispute may apply, to a Justice of the Superior Court of Justice sitting in the City of Toronto, in the Province of Ontario, Canada for the appointment of an arbitrator.

The arbitration shall proceed in accordance with the provisions of the *Arbitration Act*, 1991 (Ontario) and any amendments or successor legislation thereto, which provisions shall apply *mutatis mutandis*. The arbitrator shall have the power to determine the procedure for the arbitration and to deliver his or her award notwithstanding the default by any party in respect of any procedural order made by the arbitrator.

The arbitrator shall proceed immediately to hear and determine the Dispute. The award of the arbitrator shall be made within 30 days after the appointment of the arbitrator, subject to any reasonable delay due to unforeseen circumstances. The award of the arbitrator shall be in writing and signed by the arbitrator, and shall be final and binding on the parties to the Dispute, not subject to any appeal, and the parties to the Dispute shall abide by the award and perform the terms and conditions thereof. The arbitration award shall deal with the costs of arbitration and all matters related thereto including the arbitrator's fees and expenses. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Unless otherwise mutually agreed, any mediation or arbitration of a Dispute shall take place in the Municipality of Metropolitan Toronto, in the Province of Ontario, in the Country of Canada.

32. NO INTENTION TO CREATE A PARTNERSHIP

The Co-Owners acknowledge, agree and declare that the entering into of this Agreement does not, and is not intended to, create a partnership, for any purpose. The Co-Owners further agree that nothing herein is to be construed as a limitation of the powers or rights of any Co-Owner to carry on its separate respective activities. Except for the Operator as contemplated in this Agreement, none of the Co-Owners shall have the right to bind any of the other Co-Owners, transact any business in any of the other Co-Owners names or on their behalf or incur any liability for or on behalf of any of the other Co-Owners. The Co-Owners agree that they shall each report their income or loss arising from the ownership of their Interests, for both accounting and income tax purposes, and to the applicable taxing authorities, as co-venture parties independent of one another, and not as partners in a partnership.

33. NO RIGHT TO PARTITION, ETC.

Each of the Co-Owners, by becoming a party to this Agreement, agrees and will be deemed to have agreed that he will not seek any remedy or right for the termination of this Agreement which would otherwise be available at law or in equity or for the termination of the co-ownership of the Property or which would otherwise be available pursuant to the *Partition Act*, R.S.O. 1980, c. 369,) and any amendments or successor legislation thereto, and each such Co-Owner shall be forever estopped from asserting otherwise and from seeking such remedy or right. In the event of any breach of the provisions of this Section 33 by a Co-Owner, the other Co-Owners and the Operator shall, in addition to all rights and remedies at law or in equity to which it is or they are otherwise entitled, be entitled to a decree or order

NEC II125,NEC II158,NEC II232-NEC II239-31728

perpetually restraining and enjoining such partition, application, action or other proceeding, and the first-mentioned Co-Owner shall not plead in defence thereto that there would be an adequate remedy at law, it being acknowledged by all the parties hereto that the injury and damages flowing from any such breach would be impossible to measure monetarily.

34. TIME

Time shall be of the essence of this Agreement.

35. REFERENCE DATE

This Agreement is dated for reference as of the 2ND day of March, 2011.

IN WITNESS WHEREOF this Agreement is executed with effect as of the day and year first above written.

EXECUTED this 4TH day of JUNE, 2012 with effect as of the day and year first above written.

CO-OWNER

WITNESS

✓ SIGNATURE OF WITNESS 林千秋

Signature of Witness

Print: CHIAKI HAYASHI

SIGNATURE OF CO-OWNER 小林昭子 ★

Signature of Co-Owner

Print: AKIKO KOBAYASHI

NEC II125,NEC II158,NEC II232-NEC II239-31728

✓

EXECUTED this 17TH day of AUGUST, 2012 with effect as of the day and year first above written.

NIAGARA ESTATES OF CHIPPAWA II INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

EXECUTED this 17TH day of AUGUST, 2012 with effect as of the day and year first above written.

TSI-NEC II INTERNATIONAL CANADA INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

NEC II CAPITAL MANAGEMENT INC.

EXECUTED this 17TH day of AUGUST, 2012 with effect as of the day and year first above written.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

SCHEDULE "1"

Legal Description of Property

Lands and premises located on PID 5559 Sodom Road, in the City of Niagara Falls, in the Region of Niagara, in the Province of Ontario, in the Country of Canada and legally described as Part Lot 18, Concession 2 Willoughby, being Part 1 on Plan 59R-4701 except Part 1 on Plan 59R-4942, City of Niagara Falls, Regional Municipality of Niagara, P.I.N. 64254-0015 (LT)

NEC II125,NEC II158,NEC II232-NEC II239-31728

SCHEDULE "2"

NOTICE OF REQUISITION OF ORDINARY RESOLUTION

By Co-Owners

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____, 201_ .

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: AKIKO KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. NEC II125,NEC II158,NEC II232-NEC II239

By Operator

NOTICE IS HEREBY GIVEN that the undersigned requests the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned signed to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____ , 201__.

NEC II CAPITAL MANAGEMENT INC.,

Per: _____

Name:
Title:
I have authority to bind the Corporation.

Appendix 1

FORM OF ORDINARY RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____ , 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: AKIKO KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. NEC II125,NEC II158,NEC II232-NEC II239

Identification No. _____

NEC II125,NEC II158,NEC II232-NEC II239-31728

SCHEDULE "3"

NOTICE OF REQUISITION OF SPECIAL RESOLUTION

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners to approve the Special Resolution attached hereto as Appendix I **by no later than** the _____ day of _____, 2010 (the "**Return Date**"). If the form of Special Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Special Resolution.

Dated the _____ day of _____, 201__.

Witness		**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: AKIKO KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. NEC II125,NEC II158,NEC II232-NEC II239

Identification No. _____

Appendix I

FORM OF SPECIAL RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____ , 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: AKIKO KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. NEC II125,NEC II158,NEC II232-NEC II239

Identification No. _____

DECLARATION OF TRUST

Cert. No. NEC_II_JP_438124b4c06f3a5caffab2c07863b617

ID. 31728 UDI. NEC II125,NEC II158,NEC II232-NEC II239

Interest: 10/662ND

This is to certify that AKIKO KOBAYASHI is the owner of an undivided beneficial 10/662ND interest (the "Interest") in the real property located on PID 5559 Sodom Road, in the City of Niagara Falls, in the Region of Niagara, in the Province of Ontario, in the Country of Canada and legally described as Part Lot 18, Concession 2 Willoughby, being Part 1 on Plan 59R-4701 except Part 1 on Plan 59R-4942, City of Niagara Falls, Regional Municipality of Niagara, P.I.N. 64254-0015 (LT) (the "Property") and that Niagara Estates of Chippawa II Inc., as the registered holder of title to the Property, declares and acknowledges that it is holding title to the Property in trust for and on behalf of AKIKO KOBAYASHI, to the extent of the Interest.

Reference is made to the co-owners agreement (the "Agreement") dated for reference as of the 2ND day of March, 2011 among the owner of the Interest named in the within Declaration of Trust, Niagara Estates of Chippawa II Inc. TSI-NEC II International Canada Inc., NEC II Capital Management Inc. and all other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of the Agreement. The Agreement provides for certain rights and obligations of the owners of undivided beneficial interest in the Property.

This Declaration of Trust and the Interest represented hereby are not transferable by delivery but only by the registered holder hereof, or by his agent duly authorized in writing, upon compliance with the provisions of the Agreement, including delivery to TSI-NEC II International Canada Inc. at its principal office in Mississauga, Ontario, of this Declaration of Trust together with a duly executed transfer of beneficial interest in the form required by TSI-NEC II International Canada Inc.

IN WITNESS WHEREOF Niagara Estates of Chippawa II Inc. and TSI-NEC II International Canada Inc. have caused this Declaration of Trust to be signed by its duly authorized officers this 17TH day of AUGUST, 2012.

NIAGARA ESTATES OF CHIPPAWA II INC.

Per: _____

Name:
Title:
I/We have authority to bind the Corporation

TSI-NEC II INTERNATIONAL CANADA INC.

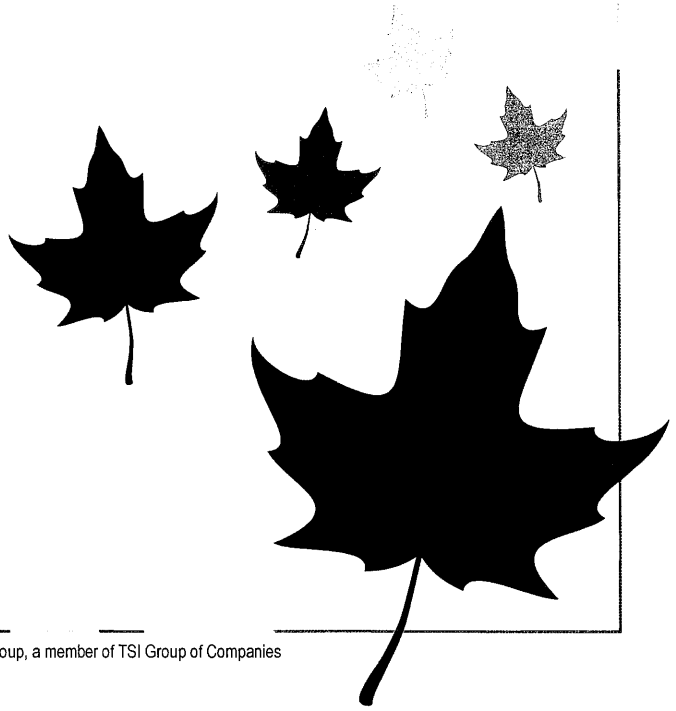
Per: _____

Name:
Title:
I/We have authority to bind the Corporation

0887

NIAGARA ESTATES OF CHIPPAWA II INC.

HIRONORI KOBAYASHI



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UNIT IDENTIFICATION NO. NEC II240-NEC II242,NEC II363-NEC II365,NEC II420,NEC II485,NEC II547-NEC II548

AGREEMENT OF SALE AND PURCHASE dated the 4TH day of JUNE, 2012,

BETWEEN

HIRONORI KOBAYASHI,

Identification:DRIVER'S LICENSE (528701029170)

Address: 413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Phone Number: 81-776-27-5321

(hereinafter referred to as the "**Purchaser**")

-and-

TSI-NEC II INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario,

(hereinafter referred to as the "**Vendor**");

-and-

NIAGARA ESTATES OF CHIPPAWA II INC.,
a corporation incorporated under the laws of the Province of Ontario

(hereinafter referred to as the "**Nominee**")

WHEREAS:

A. The Vendor is the beneficial owner of an undivided interest in a parcel of land described in Schedule "B" annexed to this Agreement (the "**Property**") and title to which Property is registered in the name of the Nominee.

B. The Vendor is engaged in the business of land banking, the prime focus of which is to locate and purchase raw land and to endeavour to rezone the land through the applicable land development process to an approved use determined by the Vendor to be suitable and appropriate in all of the circumstances, and to thereby enhance the value of the land.

C. The Purchaser acknowledges that rezoning of the Property is uncertain and may take many years to achieve, often six years or longer, and that there can be no assurance that rezoning will be obtained, or if obtained, to permit for such use or uses as were requested and/or otherwise on terms and conditions that are satisfactory.

D. The Vendor may from time to time sell undivided beneficial interests in the Property to various purchasers.

E. The Purchaser acknowledges that real estate investments are generally subject to various risks, including a lack of liquidity, the highly competitive nature of the real estate industry, changes in general economic conditions (such as the availability and cost of mortgage funds), conditions of supply and demand for any particular type of real estate in the particular area, government regulations and changes thereto (including uncertainties and delays in zoning, subdivision and development regulatory approval processes, taxation of

NEC II240-NEC II242,NEC II363-NEC II365,NEC II420,NEC II485,NEC II547-NEC II548-31737

property and environmental legislation), changes in governments and the political environment in the jurisdiction where the real estate is located, and sensitivity to interest rates, among other factors.

F. The Purchaser acknowledges having had the opportunity to review this Agreement and its schedules with its advisors and to conduct such due diligence investigations as the Purchaser deemed appropriate with respect to all matters pertaining to the Property and to the Vendor.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. SALE OF UNDIVIDED BENEFICIAL INTEREST IN LAND

1.1 The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser a 10/662ND undivided beneficial interest in the Property (the "**Purchaser's Land Interest**").

1.2 The Purchaser's Land Interest will be identified by the following designated identification number: NEC II240-NEC II242,NEC II363-NEC II365,NEC II420,NEC II485,NEC II547-NEC II548

2. . PURCHASE PRICE

2.1 The Purchaser shall pay the aggregate sum of Ten Thousand Dollars of lawful money of Canada (C$10,000) for each 1/662ND undivided beneficial interest in the Property upon execution of this Sale and Purchase Agreement, of which Nine Thousand Five Hundred Dollars (C$9,500) of lawful money of Canada will be paid on account of the purchase price for such interest, and Five Hundred Dollars (C$500) of lawful money of Canada will be paid into a segregated account known as the "Concept Planning Fund" (the "**Concept Planning Fund**") to be used to defray costs, expenses and fees to be incurred in connection with the Property, as more particularly hereinafter described and as described in the Co-Owners Agreement (as such term is hereinafter defined).

2.2 The Purchaser hereby agrees to purchase the Purchaser's Land Interest for a total purchase price of NINETY FIVE THOUSAND DOLLARS ONLY of lawful money of Canada (C$95,000.00) (the "**Purchase Price**"), and to pay the amount of FIVE THOUSAND DOLLARS ONLY of lawful money of Canada (C$5,000.00) into the Concept Planning Fund (the "**Concept Planning Fund Contribution**"). All references in this Agreement to payments of money being made shall mean lawful money of Canada.

2.3 The Purchase Price excludes applicable harmonized sales tax (the "**HST**") pursuant to the *Excise Tax Act*, R.S.C. 1985, c E-15, as amended (the "**ETA**") and the Purchaser agrees to pay the HST in addition to the Purchase Price and the Concept Planning Fund Contribution, unless the Purchaser has obtained and inserted (or instructed to be inserted) its HST registration number set forth below on the signing page of this Agreement, below its signature, prior to acceptance of this Agreement by the Vendor, in which case the Purchaser hereby represents and warrants that it is a registrant for HST purposes under the provisions of the ETA, under such registration number.

2.4 Included in the Purchase Price and the Concept Planning Fund Contribution, the Purchaser shall be responsible for the payment of land transfer tax ("**LTT**") under

NEC II240-NEC II242,NEC II363-NEC II365,NEC II420,NEC II485,NEC II547-NEC II548-31737

the *Land Transfer Act*, R.S.O., c L.6. as amended (the "**LTTA**"), in the amount of SEVEN HUNDRED SEVENTEEN DOLLARS AND EIGHTY TWO CENTS of lawful money of Canada (C$717.82).

2.5 The Purchaser covenants to pay, make and submit all necessary payments, filings and remittances within the time periods required therefor under the provisions of the ETA, if applicable, and the LTTA, and the regulations thereunder. The Purchaser hereby authorizes the Vendor on behalf of the Purchaser and with the Purchaser's funds, to make any and all payments, filings and remittances within the time periods required therefore under the provisions of the ETA relating to HST, if applicable, and under the provisions of the LTTA relating to LTT required to be made by the Purchaser arising from its acquisition of the Purchaser's Land Interest. While the Vendor agrees to assist the Purchaser in submitting such payments, remittances and filings, for greater certainty, nothing herein contained shall oblige the Vendor to make any payments or remittances from its own resources or funds and all such payments and remittances and filings shall be the Purchaser's obligation.

2.6 Funds in the Concept Planning Fund shall be applied towards defraying future costs of every nature and kind related to the Property, including property management costs, costs, fees, and services incurred in connection with planning activities, development submissions, subdivision applications, operational costs and all other activities and matters concerning or related to the Property, as determined by the Operator (as such term is defined in the Co-Owners Agreement) which would be incurred by or on behalf of the Purchaser as a Co-Owner. The Concept Planning Fund is intended to be a deposit account. The Purchaser's proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Purchaser following completion of the sale of the Property. The Purchaser's proportionate share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of the Co-Owners Agreement) will be paid by the Purchaser (in its capacity as a Co-Owner) and deducted from its proportionate share of any sale proceeds receivable by it, if and when the Property is sold or otherwise disposed of.

3. PAYMENT OF THE PURCHASE PRICE

3.1 The Purchaser hereby agrees that the Purchase Price, the Concept Planning Fund Contribution, and all other amounts due and payable hereunder, shall be paid to the Vendor on the Closing Date (as hereinafter defined). Following the Closing Date, the Vendor shall deliver the Concept Planning Fund Contribution to the Operator for deposit into the Concept Planning Fund.

3.2 All payments of the Purchase Price, the Concept Planning Fund Contribution, and such other amounts shall be made through the appointed agent (the "**Vendor's Agent**"), the Vendor's authorised agent and representative in the jurisdiction of residence of the Purchaser, and the Vendor hereby directs the Purchaser to make all such payments to the Vendor's Agent, who is authorised by the Vendor to acknowledge receipt of the Purchase Price and other amounts paid hereunder.

4. CLOSING DATE, DELIVERIES, COSTS, NON-MERGER

4.1 The date on which this Agreement is signed by the Purchaser and is accepted and signed by the Vendor and the Nominee shall be the "**Closing Date**". On the Closing Date, in addition to delivering the Purchase Price and this Agreement, the Purchaser agrees to deliver to the Vendor's Agent a copy of the Co-Owners Agreement signed by the Purchaser.

NEC II240-NEC II242,NEC II363-NEC II365,NEC II420,NEC II485,NEC II547-NEC II548-31737

4.2 Within ninety (90) days after the Closing Date, the Vendor agrees to deliver to the Purchaser the following documents (the "**Closing Documents**"):

(a) this Agreement, duly executed by the Vendor and the Nominee;

(b) a Declaration of Trust (as hereinafter defined), duly executed by the Nominee; and

(c) the Co-Owners Agreement (as hereinafter defined), duly executed by the Nominee and Operator (as therein defined).

4.3 The Vendor shall pay for the cost of drafting and/or settling the Closing Documents. The Vendor shall not be obligated to pay any other costs associated with the purchase of the Purchaser's Land Interest.

4.4 This Agreement shall be irrevocable by the Purchaser for a period of 120 days following its execution and delivery to the Vendor or the Vendor's Agent. This Agreement shall only become binding upon the Vendor and the Nominee following the Vendor and the Nominee having each accepted this Agreement as signified by its respective execution of this Agreement where indicated below.

4.5 All representations, warranties and covenants of the Purchaser as set out in this Agreement shall not merge upon closing but shall survive closing and the Closing Date.

5. VENDOR REPRESENTATIONS AND WARRANTIES

5.1 The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in completing the sale and purchase transaction contemplated in this Agreement:

(a) the Vendor is the beneficial owner of the Purchaser's Land Interest with good and marketable title thereto, subject to Section 6.1;

(b) registered title to the Property and beneficial title to the Purchaser's Land Interest shall be good and marketable and clear and free from all mortgages, charges and financial liens on the Closing Date;

(c) the Vendor has the right, power and authority to sell the Purchaser's Land Interest as contemplated in this Agreement;

(d) the Vendor is a corporation properly constituted and in good standing under the laws of the Province of Ontario and the laws of Canada applicable therein; and

(e) the Vendor is not now and on the Closing Date will not be a non-resident of Canada within the meaning of the *Income Tax Act* (Canada), R.S.C. 1985, c.1 (5th Supp.), as amended from time to time.

6. EASEMENTS, LIENS, REGISTERED AGREEMENTS

6.1 Other than any mortgage, charge or financial lien which the Vendor is required to discharge pursuant to this Agreement, registered title to the Property, and beneficial title to the Purchaser's Land Interest, shall be subject to all other liens and encumbrances registered

NEC II240-NEC II242,NEC II363-NEC II365,NEC II420,NEC II485,NEC II547-NEC II548-31737

on title to the Property on the Closing Date or which may be registered against the title to the Property after the Closing Date, including those registered in connection with the rezoning or development process relating to the Property, and including, without limitation, agreements with the applicable municipality or region, agreements with public regulated utilities, easements for the supply of domestic utility or telephone services to the Property or properties which are adjacent to the Property, easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the Property or its proposed development, other registered restrictions or covenants that run with the lands, and the restrictions and reservations in the Crown patent.

7. PURCHASER(S)' REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 The Purchaser represents and warrants to and covenants in favour of the Vendor as follows:

(a) there are no liens, mortgages, judgements, executions or other encumbrances, related to or attaching to the Purchaser's Land Interest or any part thereof;

(b) the Purchaser shall keep the Purchaser's Land Interest and every part thereof free and clear of all liens, mortgages, other encumbrances, judgements or executions. The Purchaser warrants and represents that all such liens, mortgages, judgements, executions other encumbrances, if any, shall be discharged and removed forthwith at the Purchaser's sole cost and expense and the Purchaser shall hold harmless the Vendor and all other beneficial owners of undivided interests in the Property from time to time against any and all claims, liabilities, actions, cause of actions, charges, demands and costs, including solicitors fees in connection therewith; and

(c) the Purchaser will not register or cause to be registered this Agreement, the Co-Owners Agreement, notice of this Agreement, notice of the Co-Owners Agreement, notice of the Purchaser's Land Interest, or any caution against title to the Property and the Purchaser shall forthwith remove and discharge any such registration at its costs and expense, failing which the Vendor may do so at the cost and expense of the Purchaser.

7.2 The foregoing warranties, representations and covenants of the Purchaser shall not merge on closing but shall survive closing and the Closing Date.

8. PURCHASER(S)' PARTICULARS, NATURE OF VESTING OF BENEFICIAL TITLE

8.1 The Purchaser agrees and confirms that the personal information provided in Schedule "A" annexed hereto is true, accurate and complete and agrees to inform the Vendor in writing forthwith of any change in any of the information therein provided.

8.2 If there is more than one person that comprises the Purchaser, then the Purchaser's Land Interest will be held as joint tenants with right of survivorship unless the box below is initialled by the Purchaser in which case the Purchaser's Land Interest will be deemed to be held as tenants-in-common, in the percentages noted therein.

NEC II240-NEC II242,NEC II363-NEC II365,NEC II420,NEC II485,NEC II547-NEC II548-31737

[ ] Purchaser elects to hold Purchaser's Land Interest as tenants- in -common and not as joint tenants, as follows: _____ as to ___%, _____ as to ____%.

9. PRESENT STATE AND CONDITION OF PROPERTY

9.1 The Purchaser hereby agrees that the purchase of the Purchaser's Land Interest is on an "as is, where is basis" with no representations or warranties whatsoever made by the Vendor, other than as expressly set out in this Agreement.

10. TITLE INSURANCE

10.1 The Nominee as registered owner of the Property obtained title insurance upon acquiring the Property (the "**Title Insurance Policy**") in such form and in such amount and with such stipulations, limitations and qualifications respecting coverage as it deemed appropriate.

11. NOMINEE AS BARE TRUSTEE; DECLARATION OF TRUST

11.1 The Purchaser acknowledges that the registered title to the Property is held by the Nominee, as nominee and bare trustee for the Vendor to the extent of its undivided beneficial interest in the Property, and as nominee and bare trustee for others to the extent of their respective undivided beneficial interests in the Property, and that on completion of the transaction herein contemplated the Nominee will hold the registered title to the Property to the extent of the Purchaser's Land Interest as nominee and bare trustee for the Purchaser and others to the extent of their respective undivided beneficial interests in the Property.

11.2 The mailing address of the Nominee for receiving notices shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee may change its mailing address from time to time by giving notice in writing to that effect pursuant to the notice provisions contained in the Co-Owners Agreement.

11.3 The Nominee agrees to execute and deliver to the Purchaser a declaration of trust (the "**Declaration of Trust**") wherein it will confirm that, from and after the Closing Date, it is holding the title to the Property for and on behalf of the Purchaser, to the extent of the Purchaser's Land Interest, in the place and stead of the Vendor.

11.4 The Purchaser acknowledges that the registered title to the Property shall at all times be in the name of the Nominee.

12. NO RIGHT TO USE, OCCUPY OR ACCESS

12.1 The Purchaser agrees that it hereby waives all rights of use, occupation and rights of access to the Property, and any part thereof, in order to facilitate the future rezoning and ultimate subdivision and re-development of the Property, for the benefit of all Co-Owners. The provisions of this Section .12. shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date.

13. CO-OWNERS AGREEMENT

13.1 The Purchaser agrees that concurrent with its execution and delivery of this Agreement, the Purchaser shall execute and deliver the agreement or a counterpart of the co-

NEC II240-NEC II242,NEC II363-NEC II365,NEC II420,NEC II485,NEC II547-NEC II548-31737

owners agreement, a draft copy of which is annexed hereto as Schedule "C" (the "**Co-Owners Agreement**").

13.2 The Co-Owners Agreement shall govern, amongst other things, the following:

(a) the rights and obligations of the Purchaser, as owner and any other owners of undivided beneficial interests in the Property;

(b) any future sale, financing and/or development of the Property;

(c) procedures for consent and approvals by the Co-Owners (as such term is defined in the Co-Owners Agreement);

(d) appointing the Operator (as such term is defined in the Co-Owners Agreement) for and on behalf of the Co-Owners;

(e) the rights and obligations of the Operator of the Property;

(f) the obligation of the Nominee as registered holder of the title to the Property for an on behalf of the Co-Owners;

(g) the right to transfer or assign the Purchaser's Land Interest or any part thereof and the terms conditions to be satisfied with respect to any such assignment or transfer; and

(h) such other matters as are therein contained.

13.3 The Vendor shall not be obligated but shall have the right to retain an undivided beneficial interest in the Property to such extent as it may in its absolute discretion deem appropriate and thus be a co-owner thereof and with respect to such undivided beneficial interest it shall be subject to the terms of the Co-Owners Agreement and entitled to exercise the rights of a Co-Owner.

14. SUBDIVISION CONTROL PROVISIONS

14.1 The Vendor agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and this Agreement shall be effective to create an interest in the Property provided that the provisions of the *Planning Act* (Ontario) are complied with in connection with the transaction of sale and purchase of the Purchaser's Land Interest.

15. NO REPRESENTATIONS, WARRANTIES OR ADVICE

15.1 The Purchaser acknowledges that none of the Vendor, the Nominee, the Vendor's Agent nor anyone acting on its or their behalf has made any representations or warranties except as are expressly set forth in this Agreement or the Co-Owners Agreement, nor given any advice respecting the tax treatment relating to the purchase or disposition of the Purchaser's Land Interest or any part thereof or the Property, nor as to the timing of sale, rezoning or development of the Property nor with respect to any potential or anticipated profit to be derived or derivable from the Purchaser's Land Interest or the Property.

15.2 The Purchaser has been urged and advised to consult with the Purchaser's own respective advisors including legal and tax advisors, with respect to the purchase and other matters pertaining to the Property and the Purchaser's Land Interest and the Closing Documents.

NEC 11240-NEC 11242,NEC 11363-NEC 11365,NEC 11420,NEC 11485,NEC 11547-NEC 11548-31737

16. SOURCE OF FUNDS

16.1 The Purchaser hereby represents, warrants, confirms and acknowledges that the source of the Purchaser's funds:

(a) are not derived directly or indirectly from any crime;

(b) are not linked directly or indirectly to any terrorists or against anti terrorist laws;

(c) are not embargoed funds; and

(d) are not obtained in violation of any laws or seeking to escape or avoid any tax laws;

16.2 The Purchaser covenants that all payments and remittances shall strictly comply , at its own expense, with all regulatory or exchange control provisions in force on the Closing Date and applicable to this Agreement.

16.3 The provisions of this Section 16 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date.

17. NOTICES

17.1 All notices required hereunder shall be in writing and in the English language and may be served either personally upon the parties or by electronic transmission namely by fax or email addressed to the Parties at their respective last known addresses, fax number or email address.

18. HEIRS, ASSIGNS, ETC.

18.1 This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective heirs , administrators, executors, successors and permitted assigns; provided that, the Purchaser shall not be entitled to assign this Agreement or any of its rights hereunder without the prior written approval of the Vendor, which approval may be withheld in its absolute discretion.

19. SUPERCEDING AGREEMENT

19.1 This Agreement shall supercede any and all previous discussions, representations, agreements or understandings made by or on behalf of either of the parties hereto for or relating to the purchase and sale of the Purchaser's Land Interest.

20. SCHEDULES

20.1 Schedules "A", "B" and "C" annexed hereto form an integral part of this Agreement and shall be read together with this Agreement.

21. COUNTERPARTS

21.1 This Agreement may be executed in any number of counterparts and by original or facsimile signature with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement.

NEC II240-NEC II242,NEC II363-NEC II365,NEC II420,NEC II485,NEC II547-NEC II548-31737

22. LAWS AND JURISDICTION-ONTARIO

22.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

23. CAPTIONS

23.1 The captions of the sections of this Agreement are for convenience only and do not amplify or limit in any way the provisions hereof.

24. EFFECT OF PARTIAL INVALIDITY ON THIS AGREEMENT

24.1 In the event that any provision of this Agreement is illegal, void or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

25. FACSIMILE DOCUMENTS

25.1 The parties agree to accept facsimile executed documents, including Closing Documents, as if they were originally signed documents.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SET OUT BELOW.

WITNESSED BY:

DATE OF EXECUTION: 2012-06-04

THE PURCHASER

CHIAKI HAYASHI	HIRONORI KOBAYASHI
Print Name of Witness	Print Name of Purchaser
✓ SIGNATURE OF WITNESS 林千秋	SIGNATURE OF PURCHASER 小林博紀 ★
Signature of Witness	Signature of Purchaser
Witness Identification Number	HST Number: 80496 0508 RT0001

NEC II240-NEC II242,NEC II363-NEC II365,NEC II420,NEC II485,NEC II547-NEC II548-31737

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DATE OF EXECUTION: 2012-8-17
THE VENDOR:
TSI-NEC II INTERNATIONAL CANADA INC.

Per:

Name:
Title:
HST Number: BN806861894RT0001

I/We have the authority to bind the Corporation.

DATE OF EXECUTION: 2012-8-17

THE NOMINEE:
NIAGARA ESTATES OF CHIPPAWA II INC.

Per:

Name:
Title:
I/We have the authority to bind the Corporation.

NEC II240-NEC II242,NEC II363-NEC II365,NEC II420,NEC II485,NEC II547-NEC II548-31737

SCHEDULE "A" – PURCHASER(S) PARTICULARS

Information Concerning Purchaser(s):

1. PURCHASER:

Full Name: HIRONORI KOBAYASHI

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: 413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Home Telephone: 81-776-27-5321 Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: _____

Country of Birth: JAPAN

The following have been provided to the Vendor:

(✓) Driver's Licence ( ) Passport ( ) Other_____

2. Second or additional person as Purchaser:

Full Name: _____

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: _____

Home Telephone: _____ Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: _____

Country of Birth: _____

The following have been provided to the Vendor:

( ) Driver's Licence ( ) Passport ( ) Other_____

NEC II240-NEC II242,NEC II363-NEC II365,NEC II420,NEC II485,NEC II547-NEC II548-31737

SCHEDULE "B" – PROPERTY and NOMINEE

LEGAL DESCRIPTION OF PROPERTY

Lands and premises located on PID 5559 Sodom Road, in the City of Niagara Falls, in the Region of Niagara, in the Province of Ontario, in the Country of Canada and legally described as Part Lot 18, Concession 2 Willoughby, being Part 1 on Plan 59R-4701 except Part 1 on Plan 59R-4942, City of Niagara Falls, Regional Municipality of Niagara, P.I.N. 64254-0015 (LT)

REGISTERED HOLDER OF LEGAL TITLE TO PROPERTY

NIAGARA ESTATES OF CHIPPAWA II INC.

Office: 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3

Tel No: 1-905-602-7463

Fax No: 1-905-602-7460

NEC II240-NEC II242,NEC II363-NEC II365,NEC II420,NEC II485,NEC II547-NEC II548-31737

SCHEDULE "C" – CO-OWNERS AGREEMENT

NEC П240-NEC П242,NEC П363-NEC П365,NEC П420,NEC П485,NEC П547-NEC П548-31737

UNIT IDENTIFICATION NO. NEC II240-NEC II242,NEC II363-NEC II365,NEC II420,NEC II485,NEC II547-NEC II548

CO-OWNERS AGREEMENT

NIAGARA ESTATES OF CHIPPAWA II INC.

THIS CO-OWNERS AGREEMENT is dated the 2ND day of March, 2011.

BETWEEN:

HIRONORI KOBAYASHI,

Identification:DRIVER'S LICENSE (528701029170)

Address:413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

(hereinafter referred to as the "**Purchaser**")

-and-

NIAGARA ESTATES OF CHIPPAWA II INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Nominee**")

-and-

TSI-NEC II INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Vendor**")

-and-

NEC II CAPITAL MANAGEMENT INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Operator**")

-and-

All other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of this Agreement

(hereinafter collectively referred to as the "**Co-Owners**")

WHEREAS:

1. Pursuant to a Sale and Purchase Agreement, the Vendor has sold to the Purchaser, and the Purchaser has purchased from the Vendor, an undivided beneficial interest in the Property;

2. The Nominee is the registered owner of the Property and has agreed to hold the Property as nominee and bare trustee for and on behalf of the Co-Owners from time to time;

3. Every purchaser of an undivided beneficial interest in the Property is required to execute and deliver a counterpart of this Agreement and shall be bound as a Co-Owner pursuant thereto; and

NEC II240-NEC II242,NEC II363-NEC II365,NEC II420,NEC II485,NEC II547-NEC II548-31737

4. This Agreement sets forth the provisions which govern the Co-Owners' ownership of undivided beneficial interests in the Property and any future sale, financing and/or development with the Property and their respective undivided beneficial interests therein.

NOW THEREFORE in consideration of the payment of the sum of One Dollar ($1.00) and other good and valuable consideration now paid by each party to the other, the receipt of which is hereby acknowledged, and of the premises and the mutual covenants herein contained, the parties hereto hereby covenant and agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall be deemed to have the following meanings:

(a) "**ASPE**" shall have the meaning ascribed thereto in Section 16 of this Agreement;

(b) "**Additional Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(c) "**this Agreement**", "**hereof**", "**herein**," "**hereunder**" and words to like effect, refer to this Co-Owners Agreement as a whole and not to any particular provision, as it may be amended, supplemented and/or restated from time to time;

(d) "**Business Day**" means any day of the week other than a Saturday, Sunday or a day which is a statutory holiday, in Ontario, Canada;

(e) "**Concept Planning Fund**" shall have the meaning ascribed thereto in Section 18 of this Agreement;

(f) "**Co-Owners**" means the owners from time to time of Interests and who have signed a counterpart of this Agreement, and shall include the Purchaser, as well as the Vendor to the extent that it retains any Interest, and "**Co-Owner**" means any of the Co-Owners;

(g) "**Co-Owners Record**" has the meaning ascribed thereto in Section 11 of this Agreement;

(h) "**CRA**" means the Canada Revenue Agency, established pursuant to the *Canada Revenue Agency Act*, S.C. 1999, c. 17, which administers tax laws of Canada, including under the *Income Tax Act*, for the Government of Canada;

(i) "**Declaration of Trust**" means the declaration of trust executed by the Nominee concurrently with the completion by a Co-Owner of the purchase from the Vendor of an Interest and pursuant to which the Nominee declares and confirms that it holds registered title to the Property in trust for and on behalf of such Co-Owner, to the extent of such Co-Owner's respective Interest. For greater certainty, "**Declaration of Trust**" includes the declaration of trust executed by the Nominee upon the completion by a Co-Owner of the Transfer of an Interest to a transferee in accordance with the provisions of this Agreement, and includes the declaration of trust executed by the Nominee in favour of the Vendor at the time of its acquisition of the Property;

(j) "**Designated Person**" shall have the meaning ascribed thereto in Section 10 of this Agreement;

NEC II240-NEC II242,NEC II363-NEC II365,NEC II420,NEC II485,NEC II547-NEC II548-31737

(k) "**Dispute**" shall have the meaning ascribed thereto in Section 31 of this Agreement;

(l) "***Excise Tax Act***" means the *Excise Tax Act* (Canada), as amended from time to time, including the regulations made pursuant thereto;

(m) "**HST**" means the harmonized sales tax payable pursuant to the *Excise Tax Act*, including the Province of Ontario's portion thereof;

(n) "***Income Tax Act***" means the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.), as amended from time to time, including the regulations made pursuant thereto;

(o) "**Initial Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(p) "**Interest**" means the undivided beneficial interest in the Property purchased by a Co-Owner pursuant to a Sale and Purchase Agreement, and includes any undivided beneficial interest in the Property continued to be owned by the Vendor, and "**Interests**" means every Interest;

(q) "***Land Transfer Tax Act***" means the *Land Transfer Tax Act*, R.S.O. c.L.6, as amended;

(r) "**LTT**" means the land transfer tax payable pursuant to the *Land Transfer Tax Act*;

(s) "**Net Income**" shall have the meaning attributed thereto in Section 6(j) of this Agreement;

(t) "**Notice Requisitioning an Ordinary Resolution**" shall have the meaning attributed thereto in Section 8 of this Agreement;

(u) "**Notice Requisitioning a Special Resolution**" shall have the meaning attributed thereto in Section 10 of this Agreement;

(v) "**Offer**" shall have the meaning attributed thereto in Section 19 of this Agreement;

(w) "**Operator**" means NEC II Capital Management Inc., or the Designated Person that may be appointed as the Operator's replacement as determined in accordance with Section 10 of this Agreement**;**

(x) "**Ordinary Resolution**" means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 51% of the aggregate Interests in the Property;

(y) "**Planning Activities**" means the reports, plans, studies, audits, assessments, investigations, legal proceedings, procedures, filings, submissions, applications and/or any other actions taken or made in respect of or in furtherance of the rezoning of, or other land use planning matters related to, the Property;

(z) "**Property**" means the real property legally described on Schedule "1" annexed hereto;

(aa) "**Retained Interest**" shall have the meaning attributed thereto in Section 23 of this Agreement;

(bb) "**Sale and Purchase Agreement**" means the agreement of sale and purchase, or an agreement substantially in the form of the agreement of sale and purchase, entered into

NEC II240-NEC II242,NEC II363-NEC II365,NEC II420,NEC II485,NEC II547-NEC II548-31737

between the Vendor, as vendor, and each Co-Owner (other than the Vendor), as purchaser, pursuant to which each Co-Owner agreed to acquire its respective Interest in the Property. **"Sale and Purchase Agreements"** means every Sale and Purchase Agreement;

(cc) **"Special Resolution"** means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 85% of the aggregate Interests in the Property;

(dd) **"Transfer"** shall have the meaning ascribed thereto in Section 11 of this Agreement; and

(ee) **"Vendor"** means TSI-NEC II International Canada Inc.

2. INTERPRETATION

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) the division of this Agreement into Articles, paragraphs, subparagraphs and schedules and the insertion of headings are provided for convenience only and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;

(b) all references to currency herein are references in Canadian dollars;

(c) any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto;

(d) any reference to an entity shall include and shall be deemed to be a reference to any entity that is a successor to such entity;

(e) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

3. TITLE

Legal title to the Property shall be held in the name of the Nominee, which shall hold such title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Vendor, to the extent of its Retained Interest, if any.)

4. MAILING ADDRESSES

The mailing address of the Nominee, the Vendor and the Operator shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee, the Vendor and/or the Operator may change its mailing address from time to time by giving notice in writing to that effect to all Co-Owners, pursuant to the notice provisions contained in this Agreement.

NEC II240-NEC II242,NEC II363-NEC II365,NEC II420,NEC II485,NEC II547-NEC II548-31737

5. REPRESENTATIONS AND WARRANTIES OF THE NOMINEE AND OPERATOR

(a) The Nominee represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite power, capacity and corporate authority to act as nominee and to perform its obligations under this Agreement;

(iii) it shall not carry on any business other than for the purposes set forth in this Agreement;

(iv) it holds and shall continue to hold legal title to the Property as nominee and bare trustee for and on behalf of each Co-Owner to the extent of each Co-Owner's Interest; and

(v) it shall only deal with the Property in the manner and as provided for in this Agreement.

(b) The Operator represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite capacity and corporate authority to act as Operator, and to perform its obligations under this Agreement; and

(iii) it shall comply with its obligations as provided for in this Agreement.

6. OPERATION AND MANAGEMENT OF THE PROPERTY

The Co-Owners hereby appoint the Operator and the Operator hereby accepts the appointment as the operator and manager of the Property and agrees to undertake such Planning Activities as the Operator may determine in its discretion, acting reasonably, are required to rezone the Property to such use or uses as the Operator shall determine, acting reasonably, and in the best interest of the Co-Owners. The Operator agrees to carry out such Planning Activities and to operate and manage the Property in good faith and in the best interest of the Co-Owners. The Operator agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and to proceed diligently to make all necessary applications to rezone the Property to such use or uses as the Operator shall determine, in its reasonable discretion, and to use its reasonable commercial efforts, at the cost and expense of the Co-Owners, with such costs to be defrayed out of the Concept Planning Fund initially, to obtain all necessary approvals and consents from applicable governmental authorities in connection therewith. Subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have such general powers and authority to administer, manage, control, operate, finance, refinance, develop, lease, grant easements and other rights in, under and over, the Property and to do any act, take any proceeding, make any decision and execute and deliver any instrument, deed, agreement, affidavit or document necessary for or incidental to any of the foregoing, for and on behalf and in the name of the Co-Owners, or as the Co-Owners may so direct by Special Resolution. No person dealing with the Operator

NEC II240-NEC II242,NEC II363-NEC II365,NEC II420,NEC II485,NEC II547-NEC II548-31737

will be required to enquire into the authority of the Operator to do any act, take any proceeding, make any decision or execute and deliver any instrument, deed, agreement or document for or on behalf or in the name of the Co-Owners.

Without limiting the generality of the foregoing provisions of this Section 6., but subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have the following specific powers and authorities without further authority or approval from the Co-Owners:

(a) to engage such professional advisers and consultants as the Operator considers advisable in order to perform its duties hereunder;

(b) to open and operate one or more bank accounts in its name, as agent for the Co-Owners in respect of the Property with a Canadian chartered bank or trust company, into which the Operator may deposit all rentals, if any, and other income earned from the Property (if any) (which for greater certainty shall not include the Concept Planning Fund), and out of which account(s) all expenses properly relating to the Property shall be paid, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of such funds to cover all such expenses;

(c) to execute, deliver and carry out all other agreements which require execution by or on behalf of the Co-Owners with respect to the Property, including without limitation, any agreements required by any governmental or statutory authority having jurisdiction over or with respect to the Property, development agreements, site plan agreements, cost sharing agreements, easements and rights of way;

(d) to enter into lease and/or tenancy arrangements in respect of the Property or any part thereof and to collect all rentals and other income therefrom, if any, provided that nothing herein shall constitute a guarantee by the Operator of the payment of any rent by tenants;

(e) to pay all taxes, fees and other expenses relating to the orderly maintenance and management of the Property out of the Concept Planning Fund, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of funds to cover all such expenses;

(f) to commence or to defend on behalf of the Co-Owners, the Nominee, or itself, any and all actions and other proceedings pertaining to the Property or to the Co-Owners;

(g) to determine the amount and type of insurance coverage, if any, to be maintained in order to protect the Property and the Co-Owners from all usual perils of the type covered in respect of comparable properties and in order to comply with the requirements of any lenders of funds;

(h) to retain, employ and pay and discharge on behalf of the Co-Owners all servants, employees, advisors, consultants and/or contractors necessary to be retained for the management and operation of the Property, including, without limitation, for matters relating to its rezoning and development;

(i) to contract on behalf of the Co-Owners for water, gas, electricity and other utility services and commodities, including cable and telephone services necessary for the development, operation and maintenance of the Property; and

NEC II240-NEC II242,NEC II363-NEC II365,NEC II420,NEC II485,NEC II547-NEC II548-31737

(j) to distribute the Net Income from the ownership, operation, use, financing, refinancing, and/or sale of the Property (if any) to each Co-Owner, proportionate to its respective Interest. For the purposes of this Agreement, "**Net Income**" shall mean the gross receipts (which, for greater certainty, shall not include the Concept Planning Fund) derived in any way from dealing with the Property, received by or on behalf of the Co-Owners from the ownership, operation, use, leasing, financing, refinancing, sale of, and/or development and/or any other dealing with of the Property, minus the aggregate of all proper expenses and charges incurred in connection therewith, calculated on an accrual basis, including:

(i) payment of principal and interest owing to mortgagees or other encumbrancers, or other lenders;

(ii) realty taxes, property tax assessments, charges or levies made by any duly constituted governmental or statutory authority, due and owing and secured by a right or apparent right to claim a lien or charge upon the Interests, or any of them, or the Property, and money due and owing from improvements to the Property secured by a lien or charge in favour of materialmen or workmen or trade contractors or other like persons or corporations upon the Interests, or any of them, or the Property;

(iii) all costs and expenses of any sale, financing or refinancing;

(iv) all development costs and expenses;

(v) all costs and expenses of operating, maintaining, leasing, managing, using, and/or developing the Property, and the costs and expenses of repair;

(vi) lighting, electricity and public utilities costs and expenses;

(vii) professional fees reasonably attributed to the Property, its operation, use, financing, refinancing, sale and/or development;

(viii) all other costs, expenses or disbursements which are properly attributable to the Property, except payments to the Co-Owners on account of capital or distribution of Net Income; and

(ix) reserves in such amount as deemed appropriate by the Operator from time to time, including without limitation for the purposes of replacement of major equipment, major renovations and repairs, leasehold improvements, marketing costs and any other reserves normally required for the prudent operation, use, financing, refinancing, sale and/or development of a like property.

Each Co-Owner shall have a proportionate beneficial interest in all of the gross cash receipts derived from the Property and shall be responsible for its proportionate share of the expenses and charges incurred in connection with the Property, in each case proportionate to its respective Interest. Each Co-Owner hereby irrevocably directs the Operator to pay its proportionate share of such expenses and charges out of its proportionate share of such gross cash receipts, as well as out of the Concept Planning Fund.

Each Co-Owner hereby confirms and acknowledges that neither the Operator nor any of its officers, directors, employees, advisors, consultants, agents or representatives has made any warranty or representation, or given any advice:

NEC II240-NEC II242,NEC II363-NEC II365,NEC II420,NEC II485,NEC II547-NEC II548-31737

(k) as to or in respect of the tax treatment of the purchase, disposition or holding of the Interest by a Co-Owner; or

(l) as to the timing of the rezoning or sale or development of the Property or the returns attainable by the Co-Owners upon a sale or lease of or other dealing with the Property.

Each Co-Owners acknowledges that he has been advised to seek his own independent legal and tax counsel prior to entering into a Sale and Purchase Agreement and this Agreement.

7. AUTHORITY TO WITHHOLD

The Operator is authorized to withhold any amounts required to be withheld from any distribution or other payment to a Co-Owner pursuant to the provisions of the *Income Tax Act* and to make payment of any such amount on behalf of a Co-Owner to the CRA, on account of taxes as may be required by law.

8. POWERS EXERCISABLE BY ORDINARY RESOLUTION

Notwithstanding anything to the contrary contained in this Agreement, the following powers shall only be exercisable by the Operator after an Ordinary Resolution is passed by the Co-Owners:

(a) approving the sale or exchange of all or any part of the Property (other than the sale of Interests by the Operator pursuant to Sale and Purchase Agreements);

(b) approving a proposal or plan to develop the Property;

(c) subject to Section 17, consenting to the amendment of this Agreement, provided that, no amendment to this Agreement shall impose or increase any financial or other obligations upon any of the Nominee of the Operator, or in any way adversely affect the Nominee or the Operator, without the prior written approval of the Nominee or the Operator, as the case may be;

(d) approving or ratifying the making of an Additional Advance by the Operator, in accordance with Section 18; or

(e) requiring that the financial statements for the Property be audited.

Other than a matter which under the terms of this Agreement requires a Special Resolution, the Operator may at any time and from time to time by notice in writing to all Co-Owners substantially in the form annexed hereto as Schedule "2" (the "**Notice Requisitioning an Ordinary Resolution**") request the Co-Owners to consider and approve any matter relating to the Property not requiring a Special Resolution. The Notice Requisitioning an Ordinary Resolution shall specify with reasonable detail the matter to be approved by the Co-Owners.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution. If the Operator fails to deliver such Notice Requisitioning an Ordinary Resolution within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or a group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the

NEC II240-NEC II242,NEC II363-NEC II365,NEC II420,NEC II485,NEC II547-NEC II548-31737

Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution which the Operator failed to deliver within the time provided in this Section 8 for the Operator to do so.

9. POWERS EXERCISABLE BY SPECIAL RESOLUTION

The following powers shall only be exercisable by Special Resolution passed by the Co-Owners:

(a) terminating the appointment of the Operator and appointing a new Operator from time to time, in accordance with the provisions of Section 10;

(b) instituting or continuing an action or suit against the Operator for damages based upon the fraud or gross negligence of the Operator in the performance of its obligations under this Agreement;

(c) requiring the Operator to remove the incumbent independent firm of chartered accountants qualified in Canada appointed pursuant to Section 16 and requiring the Operator to appoint a replacement; or

(d) apppointing a replacement for the Nominee in the event that the Nominee should be wound up or dissolved or be declared a bankrupt, such replacement to hold legal title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Operator if it retains any Retained Interest.)

10. CONTROL AND AUTHORITY VESTS WITH CO-OWNERS

The Co-Owners may by Special Resolution terminate and remove the Operator (in its capacity as Operator and not as a Co-Owner)and appoint a new Operator in its place and stead. Such new Operator shall be bound by all of the terms of this Agreement and shall execute an agreement confirming that it is bound under this Agreement as if it was an original signatory thereto.

Upon termination, the Operator terminated shall forthwith upon request of the person designated in the Special Resolution as the replacement Operator (the "**Designated Person**") do the following:

(a) deliver all agreements, documents, instruments, books and records and writings relating to the Property in its possession to the Designated Person, including, without limitation, the Co-Owners Record;

(b) execute and deliver such consents, acknowledgements and assignments pertaining to the Property and any Planning Activities as the Designated Person may require;

(c) cause its representatives on the board of directors of the Nominee to execute resignations as directors and officers forthwith after being required to do so by the Designated Person, provided the Nominee shall continue to indemnify such directors and officers in accordance with its by-laws in existence at the date hereof;

(d) execute and deliver a release in form and content satisfactory to the Designated Person, acting reasonably, releasing the Nominee and the Co-Owners from any liability, provided that: (i) the release by the Operator shall not release the Co-Owners from their obligation to continue to indemnify the Operator pursuant to Section 21 hereof; and (ii) the

NEC II240-NEC II242,NEC II363-NEC II365,NEC II420,NEC II485,NEC II547-NEC II548-31737

Operator receives a release in form and content satisfactory to the Operator, acting reasonably, executed by the Nominee and by the Designated Person for and on behalf of itself and each of the Co-Owners, releasing the Operator from any liability, and the Co-Owners expressly acknowledge and agree that the Designated Person shall have the power and authority to deliver such release, without any further approval or authorization required from the Co-Owners;

(e) do all things necessary and execute all necessary documents to effect the change of shareholders of the Nominee as directed by the Designated Person; and

(f) otherwise co-operate and assist to carrying out and giving effect to each of the actions set out in Section 10(a), (b), (c), (d) and (e) above.

The Operator may at any time and from time to time by notice in writing, substantially in the form annexed hereto as Schedule "3" (the "**Notice Requisitioning a Special Resolution**") to all Co-Owners, request the Co-Owners to consider and approve any matter relating to the Property requiring a Special Resolution pursuant to the terms of this Agreement. The Notice Requisitioning a Special Resolution shall specify with reasonable detail the matter to be considered and approved by Special Resolution.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning a Special Resolution with respect to any matter relating to the Property, including any matter requiring a Special Resolution pursuant to this Agreement. If the Operator fails to deliver such Notice Requisitioning a Special Meeting within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the Notice Requisitioning a Special Resolution which the Operator failed to deliver within the time provided in this Section 10 for the Operator to do so.

11. CO-OWNERS RECORD AND TRANSFERS OF INTEREST

The Operator shall record and at all times maintain and keep up to date a record of the names, addresses and other contact information for the Co-Owners, and the Interest held by each of the Co-Owners as well as particulars of any Transfer of Interests (collectively, the "**Co-Owners Record**").

No Co-Owner shall sell, transfer, assign, mortgage, pledge, grant a security interest or otherwise encumber or dispose of its Interest in the Property (each, a "**Transfer**"), except in compliance with any applicable requirements of the *Securities Act* (Ontario) and any other applicable legislation and otherwise in accordance with the provisions of this Agreement, if and to the extent required.

A Co-Owner may Transfer an Interest or part thereof provided that such Co-Owner complies and satisfies each of the following conditions:

(a) the transferor first delivers to the Operator an original or notarial copy of the executed document or instrument effecting the Transfer which shall be in such form as may be acceptable to the Operator, acting reasonably;

(b) the transferee agrees in writing and in such form as may be acceptable to the Operator, to be bound by the terms of this Agreement and upon completion of the Transfer to

NEC II240-NEC II242,NEC II363-NEC II365,NEC II420,NEC II485,NEC II547-NEC II548-31737

assume the obligations of the transferor under this Agreement in respect of the Interest subject to the Transfer;

(c) the transferor delivers or causes to be delivered to the Operator a direction addressed to both the Nominee and the Operator, in form and substance satisfactory to the Operator and the Nominee, directing the Nominee to execute and deliver a Declaration of Trust for the Interest subject to the Transfer in favour of the transferee;

(d) the transferee pays such costs, expenses and disbursements, including legal fees, as are reasonably incurred by the Operator by reason of the Transfer;

(e) the transferee pays all applicable HST pursuant to the *Excise Tax Act*, and all applicable LTT pursuant to the *Land Transfer Tax Act*, and makes or causes to be made any and all necessary filings, payments and remittances within the time periods required therefor under the provisions of the *Excise Tax Act* and the *Land Transfer Tax Act* and the respective regulations thereunder;

(f) the transferor either provides the transferee with evidence reasonably satisfactory to the transferee that the transferring Co-Owner is not then a "non-resident" of Canada within the meaning of the *Income Tax Act* or provide the transferee with a certificate pursuant to subsection 116(2) of the *Income Tax Act* with a certificate limit in an amount not less than the purchase price for the Interest subject to the Transfer; provided that if such evidence or certificate is not forthcoming, the transferee shall be entitled to make the payment of tax required under section 116 of the *Income Tax Act* and to deduct such payment from the purchase price for the Interest subject to the Transfer;

(g) the transferee executes and delivers to the Operator a counterpart of the Agreement; and

(h) the transferor provides such other documents, agreements, acknowledgements and confirmations as may be required by the Operator or by law (including compliance by the transferring Co-Owner with the provisions of the *Securities Act* (Ontario) if and to the extent applicable).

When a transferee of an Interest is entitled to become a Co-Owner pursuant to the provisions hereof, the Operator will:

(i) record a Transfer of the Interest; and

(j) forward a Declaration of Trust to the transferee in respect of the Interest so transferred.

12. OPERATOR NOT BOUND TO SEE TO TRUST OR EQUITY

Other than pursuant to the terms of the Declaration of Trust, the Operator shall not be bound to see to the execution of any trust, express, implied or constructive, or any charge, pledge or equity to which any Interest is subject, or to ascertain or inquire whether any sale or transfer of any such Interest by any Co-Owner or by his personal representatives is authorized by such trust, charge, pledge or equity, or to recognize any person having any interest therein except for the person or persons recorded by the Operator as the Co-Owner.

NEC II240-NEC II242,NEC II363-NEC II365,NEC II420,NEC II485,NEC II547-NEC II548-31737

13. INCAPACITY, DEATH, INSOLVENCY OR BANKRUPTCY

Where a person becomes entitled to an Interest by incapacity, death, insolvency or bankruptcy of a Co-Owner or otherwise by operation of law, in addition to the requirements of Section 11 hereof, that person will not be recorded as or become a Co-Owner until:

(a) he produces evidence satisfactory to the Operator of such entitlement; and

(b) he has delivered such other evidence, approvals and consents in respect of such entitlement as the Operator may require and as may be required by applicable law or by this Agreement.

14. DECLARATIONS OF TRUST

A separate Declaration of Trust shall be executed and delivered by the Nominee to each Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of a Co-Owner to the extent of the Co-Owner's Interest. Provided that the Transfer of an Interest has been effected in accordance with the provisions of Section 11 of this Agreement, a separate Declaration of Trust shall be executed and delivered by the Nominee to each transferee Co-Owner of an Interest from a transferring Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of the transferee Co-Owner to the extent of such Co-Owner's Interest.

15. LOST DECLARATIONS OF TRUST

Where a Co-Owner by notice in writing advises the Operator that the Declaration of Trust with respect to such Co-Owner's Interest has been defaced, lost or destroyed or wrongly taken, the Operator may cause a new Declaration of Trust to be issued, provided that the Co-Owner files with the Operator an indemnity in such form as is satisfactory to the Operator to indemnify the Operator, the Nominee and the other Co-Owners from any loss, cost, liability or damages that it or they may incur or suffer by complying with the request to issue a new Declaration of Trust, and provided further that the Co-Owner satisfies all other reasonable requirements of the Operator, including delivery of a form of proof of loss.

16. BOOKS AND RECORDS AND FINANCIAL REPORTS

The Operator will keep or cause to be kept on behalf of the Co-Owners at the Operator's principal place of business in Ontario:

(a) full and accurate books of account and records of all financial transactions relating to the Property including, without limitations, the receipts and expenditures relating to the Property and the Concept Planning Fund;

(b) the Co-Owners Record setting out the name and address of each Co-Owner; and

(c) copies this Agreement and all counterparts.

At any time upon 10 Business Days written notice to the Operator a Co-Owner may request the Operator to examine any of the documents noted in clauses (a) and (b) above at the office of the Operator and may take copies thereof provided that such requesting Co-Owner pays the reasonable cost to the Operator for making such copies, provided further that any such requesting Co-Owner shall have first provided an affidavit and undertaking, in form and substance satisfactory to the Operator, acting reasonably, duly sworn before a notary public or other individual authorized to administer oaths in the jurisdiction of residence of the

NEC II240-NEC II242,NEC II363-NEC II365,NEC II420,NEC II485,NEC II547-NEC II548-31737

Purchaser, stating: (aa) the name and address of such requesting Co-Owner, and that the Co-Owner is a Co-Owner; (bb) that the Co-Owners Record shall not be used by the requesting Co-Owner or any other person except in connection with a *bona fide* effort to influence the voting by Co-Owners on an Ordinary Resolution or a Special Resolution; (ccc) that the information so provided is subject to applicable privacy rules and regulations; (ddd) that none of the information provided pursuant to clause (a) above shall be disclosed by or on behalf of the requesting Co-Owner to any person who is not a Co-Owner, that such information is proprietary to the Operator and the Co-Owners, and that its disclosure could cause irreparable harm to the other Co-Owners and the Operator; (eee) that the requesting Co-Owner will not, directly or indirectly, offer for sale or purchase, or otherwise traffic in, a list or copy of a list of the Co-Owners or any information contained in the Co-Owners Record; (fff) the requesting Co-Owner acknowledges and agrees that in the event of a breach of any of the covenants, provisions and restrictions in affidavit, the Co-Owners' and Operator's remedy in the form of monetary damages may be inadequate and that the Operator, for itself and on behalf of the other Co-Owners, shall be authorized and entitled, in addition to all other rights and remedies available to it and them, to apply for and obtain from any court of competent jurisdiction interim and permanent injunctive relief and an accounting of all profits and benefits arising out of such breach; and (ggg) that the requesting Co-Owner shall indemnify and hold harmless the Operator and the Nominee and the other Co-Owners from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee or the other Co-Owners by reason of any breach by such requesting Co-Owner of any of the covenants, provisions and restrictions contained in the affidavit.

The Operator shall provide or cause to be provided to each Co-Owner not later than 120 days after the end of each calendar year, financial statements showing the financial results for the Property for such calendar year. The Operator shall retain, at the expense of the Co-Owners, an independent firm of chartered accountants qualified in Canada to prepare such financial statements. Such financial statements shall contain a balance sheet, and a statement of cash flows and shall be prepared in accordance with Canadian accounting standards for private enterprises ("**ASPE**") applicable to the real estate industry in Canada and applied on a consistent basis from year to year. The financial statements shall not be required to be audited unless the Co-Owners by Ordinary Resolution require audited financial statements. For greater certainty, the funds in the Concept Planning Fund are hereby recognized as being the funds of the Operator, not of the Co-Owners.

17. AMENDMENT OF AGREEMENT

This Agreement may be amended in writing on the initiative of the Operator with the consent of the Co-Owners given by Ordinary Resolution. Notwithstanding the foregoing, the Operator may, without any prior notice to or consent from the Co-Owners amend any provision of this Agreement from time to time:

(a) to cure an ambiguity or to correct or supplement any provision contained herein which, in the reasonable opinion of the Operator, may be defective or inconsistent with any other provision contained herein, and with respect to which the cure, correction or supplemental provision does not and will not adversely affect the Interests of the Co-Owners; or

(b) to make such other provisions in regard to matters or issues relating to or arising under this Agreement which, in the reasonable opinion of the Operator, do not and will not adversely affect the Interests of the Co-Owners.

NEC 11240-NEC 11242,NEC 11363-NEC 11365,NEC 11420,NEC 11485,NEC 11547-NEC 11548-31737

The Operator agrees to inform the Co-Owners by written notice within 60 days following the effective date of an amendment to this Agreement and provide copies of the amending agreement within the said 60 days.

18. PLANNING ACTIVITIES AND CONCEPT PLANNING FUND

As agent for the Vendor, the Operator shall deposit an amount equivalent to the Concept Planning Fund Contribution (as such term is defined in each Sale and Purchase Agreement) received by the Vendor under every completed Sale and Purchase Agreement into a single, segregated account (the "**Concept Planning Fund**") to be in the name of the Operator and to be used by the Operator solely for the purpose of paying the costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities, and those costs and expenses enumerated in Section 6(j) of this Agreement.

The Concept Planning Fund is intended to be a deposit account. Each Co-Owner's respective proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Co-Owner following completion of the sale of the Property. Each Co-Owner's share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of this Agreement) will be paid by the Co-Owner and deducted from his proportionate share of any sale proceeds receivable by him, if and when the Property is sold or otherwise disposed of. Each Co-Owner hereby irrevocably authorizes and directs the Operator to withhold from his proportionate share of any amounts otherwise receivable by it under this Agreement the amount of any such shortfall, and to pay such amount to the Operator.

The Operator shall keep proper and accurate records and details of all expenses paid out of the Concept Planning Fund, and at the request of the Vendor, provide access to the Vendor's representatives to such records and details of expenses to permit the Vendor to satisfy itself that such expenses were paid in accordance with the provisions of this Agreement.

The Operator shall prepare, perform and take or cause to be prepared, performed and taken all Planning Activities as it determines in its reasonable discretion are necessary for and on behalf of the Co-Owners including, without limitation, the following:

(a) surveys and concept plans in connection with the rezoning of the Property;

(b) in the reasonble discretion of the Operator, engage all consultants and professionals including, without limitation, legal counsel with respect to rezoning of the Property or any other Planning Activities;

(c) enter into or request the Nominee to enter into and deliver any documents, consent, acknowledgements or agreements including, without limitation, easements, rights in the nature of an easement, transfers, undertakings, applications, appeals and/or any other similar or related agreements or documents which may be required in the reasonable discretion of the Operator in connection with the Planning Activities;

(d) pay for all costs and expenses associated with Planning Activities, municipal property taxes and the cost of maintaining the Property, out of the Concept Planning Fund, and if insufficient, out of additional funds provided by the Co-Owners; and

(e) keep detailed records and accounts for or pertaining to the Planning Activities.

NEC II240-NEC II242,NEC II363-NEC II365,NEC II420,NEC II485,NEC II547-NEC II548-31737

If the amount set aside in the Concept Planning Fund is not sufficient to defray all costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities and those costs and expenses enumerated in Section 6(j) of this Agreement, the Operator, in the exercise of its absolute discretion, and without the approval of the Co-Owners, may advance to the Co-Owners an amount or amounts on account of such shortfall to a maximum of 5% of the aggregate purchase prices paid by all Co-Owners for their respective Interests(collectively, the "**Initial Advance**"). The Initial Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance made to the Co-Owners out of the proceeds of the sale of the Property.

If the cost of Planning Activities exceeds the combination of the Concept Planning Fund and the Initial Advance, the Operator, as it deems necessary in the exercise of its absolute discretion but subject to the approval of the Co-Owners by way of an Ordinary Resolution, may advance to the Co-Owners additional amounts as may be required for such purposes (collectively, the "**Additional Advance**"). The Additional Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, after repayment of the Initial Advance, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance and the Additional Advance made to the Co-Owners out of the proceeds of the sale of the Property.

19. SALE OF THE PROPERTY

Any offer to purchase the Property received by the Operator or the Nominee, which the Operator deems acceptable (the "**Offer**") shall be presented to all of the Co-Owners for consideration and if approved by an Ordinary Resolution such Offer shall be accepted by the Nominee and such acceptance shall be binding upon all of the Co-Owners. Any sale of the Property by the Nominee resulting from an Offer the acceptance of which was approved by an Ordinary Resolution of the Co-Owners shall be deemed to include the sale by the Co-Owners of the Interests.

The Co-Owners hereby agree that Operator shall have the right, exercisable by notice in writing to the Co-Owners within 30 days after the Co-Owners have passed an Ordinary Resolution to accept the Offer, to purchase the Property at the same price and on the same terms and conditions as are contained in the Offer approved by Ordinary Resolution of the Co-Owners.

If the Operator fails to provide the notice exercising its right to purchase the Property on the same terms and conditions as are contained in the Offer within the said 30 days, then the Nominee shall accept the Offer and complete the transaction with the party that made the Offer the acceptance of which was approved by Ordinary Resolution of the Co-Owners.

20. HST AND LTT

Each of the Co-Owners hereby authorizes the Operator to make any and all filings, payments and/or remittances for HST with respect to the purchase by each Co-Owner of his respective Interest and any other payments of HST applicable to the services provided to the Nominee or in respect of the Property or the Interest of a Co-Owner.

Each Co-Owners hereby authorizes the Operator to carry out any HST reporting or filing obligations that are required in respect of the Interests or the Property. Such authority shall

NEC II240-NEC II242,NEC II363-NEC II365,NEC II420,NEC II485,NEC II547-NEC II548-31737

include the execution of any documents that have to be or which may be advisable to be executed under the *Excise Tax Act*. The Operator shall to the extent required under the *Excise Tax Act* make and satisfy all filing and reporting obligations of a Co-Owner with respect to the Interest of the Co-Owner and shall provide each Co-Owner with copies of such filings and reports.

Each of the Co-Owners hereby authorizes the Operator to make any and all filings payments and/or remittances, from funds provided by the Co-Owner, relating to LTT arising from the purchase by each Co-Owner from the Vendor of his respective Interest in the Property. For greater certainty, each of the Co-Owners hereby authorizes the Operator on behalf of the Co-Owner and with the Co-Owner's funds to make any and all payments, remittances and filings under the provisions of the *Land Transfer Tax Act* relating to LTT and within the time period required therefor under the *Land Transfer Tax Act*, arising from the acquisition and/or ownership of the Interest. The Operator shall provide each Co-Owner with copies of such filings and evidence of the payments and remittances upon the written request of a Co-Owner.

21. POWER OF ATTORNEY

Each Co-Owner hereby nominates, constitutes and appoints each of the Operator and the Nominee, acting alone or together, with full power of substitution, as his true and lawful attorney and agent with full power and authority in his name, place and stead, for his use and benefit, to do the following, as fully and effectually as the Co-Owner could do if personally performed including, without limitation:

(a) execute and deliver all such documents or instruments on behalf of and in the name of the Co-Owners, or any of them, as may be deemed necessary by the Operator to carry out fully the provisions of this Agreement in accordance with its terms;

(b) execute, swear to, acknowledge, deliver, file and/or remit to or with the Ministry of Finance (Ontario) pursuant to the *Land Transfer Tax Act*, as amended, all necessary returns and payment or remittances in connection with the acquisition by the Co-Owners of their respective Interests in the Property;

(c) execute, acknowledge, deliver and file and/or remit to or with the CRA, all necessary instruments, declarations, certificates and other documents, and remittances relating to HST;

(d) execute, acknowledge, deliver and file as and where required any election made pursuant to subsection 273(1) of the *Excise Tax Act* as contemplated in each Purchase Agreement;

(e) execute and deliver all conveyances, agreements, documents and other instruments pertaining to the sale, development, redevelopment, financing, refinancing or leasing of the Property as the Operator determines in its sole discretion is in the best interests of the Co-Owners, and as permitted by this Agreement or authorized by Ordinary Resolution or Special Resolution of the Co-Owners; and

(f) execute, acknowledge, deliver and file any and all CRA non-resident personal income tax returns.

Each Co-Owner acknowledges and confirms that the power of attorney granted herein is made pursuant to the *Powers of Attorney Act* (Ontario) and is a power coupled with an interest, will survive the death, disability or other legal incapacity of the Co-Owner and will survive the assignment (to the extent of the Co-Owner's obligations hereunder) by the Co-Owner of the whole or any part of his Interest and extends to the heirs, executors, administrators, successors

NEC II240-NEC II242,NEC II363-NEC II365,NEC II420,NEC II485,NEC II547-NEC II548-31737

and assigns of the Co-Owner and may be exercised by the Operator or the Nominee, acting alone or together, executing on behalf of the Co-Owners, or any of them, any instrument, by listing all of the Co-Owners to be bound by such instrument with a single signature as attorney and agent for all of them, or otherwise. Each of the Co-Owners agrees to be bound by any representations and actions made or taken in good faith and in accordance with the terms of this Agreement by the Nominee and/or the Operator pursuant to such power of attorney in accordance with the terms hereof and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the Nominee or the Operator taken in good faith under such power of attorney. The Operator shall, at the written request of a Co-Owner, provide such Co-Owner with copies of any of the documents or instruments executed, sworn, delivered, acknowledged or remitted by the Operator for and on behalf of that Co-Owner only under the power of attorney provided for in this Section 21.

22. INDEMNIFICATION

Each of the Co-Owners hereby agrees, severally and not jointly or jointly and severally, to indemnify and hold harmless the Operator and the Nominee from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee, or by any one or more attorneys appointed by it or them under the power to substitute pursuant to the power of attorney provision contained in Section 21 above, by reason of acts, omissions or alleged acts or omissions arising out of the activities of the Operator or the Nominee on behalf of the Co-Owners or in furtherance of the Interests of the Co-Owners but only if the acts, omissions or the alleged acts or omissions in respect of which any actual or threatened action, proceeding or claim are based, were performed in good faith and in accordance with the Agreement.

23. VENDOR'S RIGHT TO RETAIN AN INTEREST

The Co-Owners acknowledge and agree that the Vendor has the right, but not the obligation, to retain an undivided beneficial Interest in the Property (a "**Retained Interest**"), to whatever extent it wishes, and the Vendor to the extent of any such Retained Interest shall for the purposes of this Agreement be a Co-Owner and be deemed to be bound by this Agreement. The Vendor may at any time and from time to time Transfer and assign all or any part of such Retained Interest to any person or persons it deems appropriate and upon such Transfer or assignment, the assignee or transferee thereof shall execute a counterpart of this Agreement and shall be a Co-Owner to the extent of the Retained Interest so transferred or assigned.

24. COMPETING INTERESTS

Each of the Co-Owners and the Operator is entitled, without the consent of any of the others of them, to own property and to carry on any business or activity whatsoever, whether of the same or different nature as that owned by or carried on by any of them, and whether or not in competition with the Interests, the Property or any activity carried on by any of them, and neither any Co-Owner nor the Operator shall be liable to account to any of the other of them.

25. NOTICES

Any notice or communication required or permitted to be given to the Nominee, the Vendor, the Operator or the Co-Owners hereunder shall be in writing and shall be given by delivery or by mailing to same to be addressed as follows:

(a) To the Nominee, the Vendor or the Operator, at its respective mailing address provided in Section 4 above.

NEC II240-NEC II242,NEC II363-NEC II365,NEC II420,NEC II485,NEC II547-NEC II548-31737

(b) To each Co-Owner at his last address shown on the Co-Owners Record maintained by the Operator.

Any notice or communication delivered as aforesaid shall be in the English language but may be accompanied by an unofficial translation and shall be deemed to have been given to the addressee on the day of delivery, if delivered by courier or, if mailed as aforesaid, shall be deemed to have been given to the addressee on the 10th Business Day following the mailing of such notice, provided that, for such purposes, no day during which there shall be a strike or other occurrence which shall interfere with normal mail services shall be considered a Business Day. If delivery of any notice or communication is made via fax, delivery shall be deemed to have been made on the day following the sending of the fax unless such day is not a Business Day, in which case delivery shall be deemed to have been made on the next Business Day.

26. FURTHER ACTS

The parties hereto agree to execute and deliver such further and other documents and to perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

27. BINDING EFFECT

Subject to the restrictions on Transfers herein contained, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and permitted assigns.

28. SEVERABILITY

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts, by original or facsimile signature, with the same affect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same agreement.

30. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, in the Country of Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

31. DISPUTE RESOLUTION

Any disputes, claims, disagreements, differences, (including, without limitation, interpretation, performance and enforcement) (collectively the "**Dispute**") that may arise between the Co-Owners or any of them and/or the Operator and/or the Nominee relating in any manner to this Agreement, the Property, or the Interests or any of them, shall attempted to be resolved by mediation and if such mediation is not successful, then by arbitration.

NEC II240-NEC II242,NEC II363-NEC II365,NEC II420,NEC II485,NEC II547-NEC II548-31737

Upon written demand of the Nominee, the Operator or the Co-Owners or any them and within 10 days after such demand, the parties shall attempt to appoint a mediator. If within such period of time they are unable to agree on a mediator, the Dispute shall be resolved by arbitration. If the parties to the Dispute are unable to agree upon a single arbitrator within 10 days after a demand has been made by any party to the Dispute to appoint a single arbitrator then, any party to the Dispute may apply, to a Justice of the Superior Court of Justice sitting in the City of Toronto, in the Province of Ontario, Canada for the appointment of an arbitrator.

The arbitration shall proceed in accordance with the provisions of the *Arbitration Act*, 1991 (Ontario) and any amendments or successor legislation thereto, which provisions shall apply *mutatis mutandis*. The arbitrator shall have the power to determine the procedure for the arbitration and to deliver his or her award notwithstanding the default by any party in respect of any procedural order made by the arbitrator.

The arbitrator shall proceed immediately to hear and determine the Dispute. The award of the arbitrator shall be made within 30 days after the appointment of the arbitrator, subject to any reasonable delay due to unforeseen circumstances. The award of the arbitrator shall be in writing and signed by the arbitrator, and shall be final and binding on the parties to the Dispute, not subject to any appeal, and the parties to the Dispute shall abide by the award and perform the terms and conditions thereof. The arbitration award shall deal with the costs of arbitration and all matters related thereto including the arbitrator's fees and expenses. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Unless otherwise mutually agreed, any mediation or arbitration of a Dispute shall take place in the Municipality of Metropolitan Toronto, in the Province of Ontario, in the Country of Canada.

32. NO INTENTION TO CREATE A PARTNERSHIP

The Co-Owners acknowledge, agree and declare that the entering into of this Agreement does not, and is not intended to, create a partnership, for any purpose. The Co-Owners further agree that nothing herein is to be construed as a limitation of the powers or rights of any Co-Owner to carry on its separate respective activities. Except for the Operator as contemplated in this Agreement, none of the Co-Owners shall have the right to bind any of the other Co-Owners, transact any business in any of the other Co-Owners names or on their behalf or incur any liability for or on behalf of any of the other Co-Owners. The Co-Owners agree that they shall each report their income or loss arising from the ownership of their Interests, for both accounting and income tax purposes, and to the applicable taxing authorities, as co-venture parties independent of one another, and not as partners in a partnership.

33. NO RIGHT TO PARTITION, ETC.

Each of the Co-Owners, by becoming a party to this Agreement, agrees and will be deemed to have agreed that he will not seek any remedy or right for the termination of this Agreement which would otherwise be available at law or in equity or for the termination of the co-ownership of the Property or which would otherwise be available pursuant to the *Partition Act*, R.S.O. 1980, c. 369,) and any amendments or successor legislation thereto, and each such Co-Owner shall be forever estopped from asserting otherwise and from seeking such remedy or right. In the event of any breach of the provisions of this Section 33 by a Co-Owner, the other Co-Owners and the Operator shall, in addition to all rights and remedies at law or in equity to which it is or they are otherwise entitled, be entitled to a decree or order

NEC 11240-NEC 11242,NEC 11363-NEC 11365,NEC 11420,NEC 11485,NEC 11547-NEC 11548-31737

perpetually restraining and enjoining such partition, application, action or other proceeding, and the first-mentioned Co-Owner shall not plead in defence thereto that there would be an adequate remedy at law, it being acknowledged by all the parties hereto that the injury and damages flowing from any such breach would be impossible to measure monetarily.

34. TIME

Time shall be of the essence of this Agreement.

35. REFERENCE DATE

This Agreement is dated for reference as of the 2ND day of March, 2011.

IN WITNESS WHEREOF this Agreement is executed with effect as of the day and year first above written.

EXECUTED this 4TH day of JUNE, 2012 with effect as of the day and year first above written.

CO-OWNER

WITNESS

SIGNATURE OF WITNESS

Signature of Witness

Print: CHIAKI HAYASHI

SIGNATURE OF CO-OWNER

Signature of Co-Owner

Print: HIRONORI KOBAYASHI

NEC II240-NEC II242,NEC II363-NEC II365,NEC II420,NEC II485,NEC II547-NEC II548-31737

EXECUTED this 17TH day of AUGUST, 2012 with effect as of the day and year first above written.

NIAGARA ESTATES OF CHIPPAWA II INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

EXECUTED this 17TH day of AUGUST, 2012 with effect as of the day and year first above written.

TSI-NEC II INTERNATIONAL CANADA INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

NEC II CAPITAL MANAGEMENT INC.

EXECUTED this 17TH day of AUGUST, 2012 with effect as of the day and year first above written.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

NEC II240-NEC II242,NEC II363-NEC II365,NEC II420,NEC II485,NEC II547-NEC II548-31737

SCHEDULE "1"

Legal Description of Property

Lands and premises located on PID 5559 Sodom Road, in the City of Niagara Falls, in the Region of Niagara, in the Province of Ontario, in the Country of Canada and legally described as Part Lot 18, Concession 2 Willoughby, being Part 1 on Plan 59R-4701 except Part 1 on Plan 59R-4942, City of Niagara Falls, Regional Municipality of Niagara, P.I.N. 64254-0015 (LT)

NEC II240-NEC II242,NEC II363-NEC II365,NEC II420,NEC II485,NEC II547-NEC II548-31737

SCHEDULE "2"

NOTICE OF REQUISITION OF ORDINARY RESOLUTION

By Co-Owners

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____, 201_ .

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: HIRONORI KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. NEC II240-NEC II242,NEC II363-NEC II365,NEC II420,NEC II485,NEC II547-NEC II548

By Operator

NOTICE IS HEREBY GIVEN that the undersigned requests the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned signed to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____ , 201__.

NEC II CAPITAL MANAGEMENT INC.,

Per: _____

Name:
Title:
I have authority to bind the Corporation.

NEC II240-NEC II242,NEC II363-NEC II365,NEC II420,NEC II485,NEC II547-NEC II548-31737

Appendix 1

FORM OF ORDINARY RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____ , 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: HIRONORI KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. NEC II240-NEC II242,NEC II363-NEC II365,NEC II420,NEC II485,NEC II547-NEC II548

Identification No. _____

NEC II240-NEC II242,NEC II363-NEC II365,NEC II420,NEC II485,NEC II547-NEC II548-31737

SCHEDULE "3"

NOTICE OF REQUISITION OF SPECIAL RESOLUTION

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners to approve the Special Resolution attached hereto as Appendix I **by no later than** the _____ day of _____, 2010 (the "**Return Date**"). If the form of Special Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Special Resolution.

Dated the _____ day of _____, 201__.

Witness		**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: HIRONORI KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. NEC II240-NEC II242,NEC II363-NEC II365,NEC II420,NEC II485,NEC II547-NEC II548

Identification No. _____

Appendix I

FORM OF SPECIAL RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____, 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: HIRONORI KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. NEC II240-NEC II242,NEC II363-NEC II365,NEC II420,NEC II485,NEC II547-NEC II548

Identification No. _____

DECLARATION OF TRUST

Cert. No. NEC_II_JP_d84210a75448034bcc4947005695c306

Interest: 10/662ND

ID. 31737 UDI. NEC II240-NEC II242,NEC II363-NEC II365,NEC II420,NEC II485,NEC II547-NEC II548

This is to certify that HIRONORI KOBAYASHI is the owner of an undivided beneficial 10/662ND interest (the "Interest") in the real property located on PID 5559 Sodom Road, in the City of Niagara Falls, in the Region of Niagara, in the Province of Ontario, in the Country of Canada and legally described as Part Lot 18, Concession 2 Willoughby, being Part 1 on Plan 59R-4701 except Part 1 on Plan 59R-4942, City of Niagara Falls, Regional Municipality of Niagara, P.I.N. 64254-0015 (LT) (the "Property") and that Niagara Estates of Chippawa II Inc., as the registered holder of title to the Property, declares and acknowledges that it is holding title to the Property in trust for and on behalf of HIRONORI KOBAYASHI, to the extent of the Interest.

Reference is made to the co-owners agreement (the "Agreement") dated for reference as of the 2ND day of March, 2011 among the owner of the Interest named in the within Declaration of Trust, Niagara Estates of Chippawa II Inc. TSI-NEC II International Canada Inc., NEC II Capital Management Inc. and all other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of the Agreement. The Agreement provides for certain rights and obligations of the owners of undivided beneficial interest in the Property.

This Declaration of Trust and the Interest represented hereby are not transferable by delivery but only by the registered holder hereof, or by his agent duly authorized in writing, upon compliance with the provisions of the Agreement, including delivery to TSI-NEC II International Canada Inc. at its principal office in Mississauga, Ontario, of this Declaration of Trust together with a duly executed transfer of beneficial interest in the form required by TSI-NEC II International Canada Inc.

IN WITNESS WHEREOF Niagara Estates of Chippawa II Inc. and TSI-NEC II International Canada Inc. have caused this Declaration of Trust to be signed by its duly authorized officers this 17TH day of AUGUST, 2012.

NIAGARA ESTATES OF CHIPPAWA II INC.

Per: _____

Name:
Title:
I/We have authority to bind the Corporation

TSI-NEC II INTERNATIONAL CANADA INC.

Per: _____

Name:
Title:
I/We have authority to bind the Corporation

0940

THIS IS **EXHIBIT "S"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

Ontario ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND REGISTRY OFFICE #59

64254-0015 (LT)

PREPARED FOR JING1234
ON 2024/12/11 AT 09:41:50

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

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

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
1999/11/15

OWNERS' NAMES
2229815 ONTARIO LTD.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1999/11/15 ON THIS PIN						
WAS REPLACED WITH THE "PIN CREATION DATE" OF 1999/11/15						
*** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1999/11/12 ***						
***SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:*						
*** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES **						
*** AND ESCHEATS OR FORFEITURE TO THE CROWN.*						
*** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF*						
*** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY*						
*** CONVENTION.*						
*** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.*						
***DATE OF CONVERSION TO LAND TITLES: 1999/11/15 ***						
AA69374	1962/03/02	BYLAW				C
59R4701	1985/11/22	PLAN REFERENCE				C
RO461995	1985/11/28	TRANSFER		*** COMPLETELY DELETED ***	WEAVER, NELL	
SN202844	2008/04/02	RESTRICTION-LAND		*** COMPLETELY DELETED *** WEAVER, NELL		
REMARKS: DELETED UNDER SN307192						
CORRECTIONS: DELETED ON 2011/10/17 BY PIRSON, NANCY.						
SN307192	2011/03/02	TRANSFER		*** COMPLETELY DELETED *** WEAVER, NELL	1787547 ONTARIO LIMITED	
SN327980	2011/10/17	APL CH NAME OWNER		*** DELETED AGAINST THIS PROPERTY ***		

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

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				1787547 ONTARIO LIMITED	NIAGARA ESTATES OF CHIPPAWA II INC.	
SN763480	2023/04/19	CHARGE		*** COMPLETELY DELETED *** NIAGARA ESTATES OF CHIPPAWA II INC.	2229815 ONTARIO LTD.	
SN785634	2023/11/17	NOTICE		*** COMPLETELY DELETED *** NIAGARA ESTATES OF CHIPPAWA II INC.	2229815 ONTARIO LTD.	
	REMARKS: AMENDS SN763480					
SN814525	2024/09/16	JDGMT FORECLOSURE	$2	ONTARIO SUPERIOR COURT OF JUSTICE	2229815 ONTARIO LTD.	C
	REMARKS: SN763480.					

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

THIS IS **EXHIBIT "T"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

LRO # 59 **Charge/Mortgage** **Registered as SN763480** on 2023 04 19 at 16:43

The applicant(s) hereby applies to the Land Registrar. yyyy mm dd

Properties

PIN 64254 - 0015 LT *Interest/Estate* Fee Simple

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

Address NIAGARA FALLS

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name NIAGARA ESTATES OF CHIPPAWA II INC.

Address for Service 77 City Centre Drive, Unit 602,
Mississauga, Ontario, Canada, L5B 1M5

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

Chargee(s) *Capacity* *Share*

Name 2229815 ONTARIO LTD.

Address for Service 1801 Biscayne Drive, Cambridge, Ontario N3H 4R2

Provisions

Principal $5,250,000.00 *Currency* CDN

Calculation Period monthly, not in advance

Balance Due Date 2024/04/06

Interest Rate 12.0% per annum

Payments $52,500.00

Interest Adjustment Date 2023 04 06

Payment Date the 6th day of each and every month

First Payment Date 2023 05 06

Last Payment Date 2024 04 06

Standard Charge Terms 200033

Insurance Amount Full insurable value

Guarantor CBJ Developments Inc., Jeffrey Burrell

Additional Provisions

See Schedules

Signed By

Elena Gladkykh 29-635 Saginaw Parkway
Cambridge
N1T 0C1 acting for Chargor(s) Signed 2023 04 04

Tel 519-721-1818

Fax 519-622-4165

I have the authority to sign and register the document on behalf of the Chargor(s).

Submitted By

ELENA GLADKYKH 29-635 Saginaw Parkway
Cambridge
N1T 0C1 2023 04 19

Tel 519-721-1818

Fax 519-622-4165

Fees/Taxes/Payment

Statutory Registration Fee $69.00

Total Paid $69.00

SCHEDULE OF ADDITIONAL PROVISIONS / CHARGE TERMS

*Any charge in an electronic format of which these Charge Terms forms a part shall, collectively with these Charge Terms, hereinafter be referred to as the "**Charge**". The property legally described in such electronic charge is referred to as the "**Property**".*

Right to Charge the Land

1. The Chargor now has good right, full power and lawful and absolute authority to charge the land and to give the Charge to the Chargee upon the covenants contained in the Charge.

No Act to Encumber

2. The Chargor has not done, committed, executed or wilfully or knowingly suffered any act, deed, matter or thing whatsoever whereby or by means whereof the land, or any part or parcel thereof, is or shall or may be in any way impeached, charged, affected or encumbered in title, estate or otherwise, except as the records of the land registry office disclose or as otherwise disclosed in writing to the Chargee.

Good Title in Fee Simple

3. The Chargor, at the time of the delivery for registration of the Charge, is, and stands solely, rightfully and lawfully seized of a good, sure, perfect, absolute and indefeasible estate of inheritance, in fee simple, of and in the land and the premises described in the Charge and in every part and parcel thereof without any manner of trusts, reservations, limitations, provisos, conditions or any other matter or thing to alter, charge, change, encumber or defeat the same, except those contained in the original grant thereof from the Crown.

Promise to Pay and Perform

4. The Chargor will pay or cause to be paid to the Chargee the full principal amount in the manner of payment provided by the Charge, without any deduction or abatement, and shall do, observe, perform, fulfill and keep all the provisions, covenants, agreements and stipulations contained in the Charge and shall pay as they fall due all taxes, rates, levies, charges, assessments, utility and heating charges, municipal, local, parliamentary and otherwise which now are or may hereafter be imposed, charged or levied upon the land and when required shall produce for the Chargee receipts evidencing payment of the same.

Interest After Default

5(a). In case default shall be made in payment of any sum to become due for interest at the time provided for payment in the Charge, compound interest shall be payable and the sum in arrears for interest from time to time, as well after as before maturity, and both before and after default and judgement, shall bear interest at the rate of **1.9% per month**. In case the interest and compound interest are not paid within the interest calculation period provided in the Charge from the time of default a rest shall be made, and compound interest at the rate provided for in the Charge shall be payable on the aggregate amount then due, as well after as before maturity, and so on from time to time, and all such interest and compound interest shall be a charge upon the land.

X_____ X_____

(initials: borrower/ guarantor)

5(b). The Chargor agrees that should the Chargee commence legal action due to default under the Charge/Mortgage of Land that the Chargee shall be entitled to charge an additional fee equivalent to three months interest.

5(c). In the event that the Chargor is in default in any other Charge/Mortgage of Land registered as against the property herein charged, the Chargor shall be deemed to be in default under this Charge/Mortgage of Land and the Chargee shall have all of the remedies contained herein for a default under this Charge/Mortgage of Land.

No Obligation to Advance

6. Neither the preparation, execution or registration of the Charge shall bind the Chargee to advance the principal amount secured, nor shall the advance of a part of the principal amount secured bind the Chargee to advance any unadvanced portion thereof, but nevertheless the security in the land shall take effect forthwith upon delivery for registration of the Charge by the Chargor. The expenses of the examination of the title and of the Charge and valuation are to be secured by the Charge in the event of the whole or any balance of the principal amount not being advanced, the same to be charged hereby upon the land, and shall be, without demand therefor, payable forthwith with interest at the rate provided for in the Charge, and in default the Chargee's power of sale hereby given, and all other remedies hereunder, shall be exercisable.

Costs Added to Principal

7. The Chargee may pay all premiums of insurance and all taxes, rates, levies, charges, assessments, utility and heating charges which shall from time to time fall due and be unpaid in respect of the land, and that such payments, together with all costs, charges, legal fees (as between solicitor and client) and expenses which may be incurred in taking, recovering and keeping possession of the land and of negotiating the Charge, investigating title, and registering the Charge and other necessary deeds, and generally in any other proceedings taken in connection with or to realize upon the security given in the Charge (including legal fees and real estate commissions and other costs incurred in leasing or selling the land or in exercising the power of entering, lease and sale contained in the Charge) shall be, with interest at the rate provided for in the Charge, a charge upon the land in favour of the Chargee pursuant to the terms of the Charge and the Chargee may pay or satisfy any lien, charge or encumbrance now existing or hereafter created or claimed upon the land, which payments with interest at the rate provided for in the Charge shall likewise be a charge upon the land in favour of the Chargee. Provided, and it is hereby further agreed, that all amounts paid by the Chargee as aforesaid shall be added to the principal amount secured by the Charge and shall be payable forthwith with interest at the rate provided for in the Charge, and on default all sums secured by the Charge shall immediately become due and payable at the option of the Chargee, and all powers in the Charge conferred shall become exercisable.

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(initials: borrower/ guarantor)

Administrative fees

8. (a) In the event it is necessary for the Chargee to have a letter sent by the Chargee solicitor to the Chargor because of default or non-payment, then the Chargor shall b charged the sum of $350.00 for such letter and such sum shall be a charge on the said lanc and shall bear interest at the rate herein stated.

(b) In the event that any of the Chargor's post-dated or pre-authorized cheques are not honoured when presented for payment to the Bank or Trust Company on which they are drawn, the Chargor shall pay to the Chargee for each such returned cheque the sum of $350.00 as a liquidated amount to cover the Chargee's administration costs and not as penalty and such sum shall be a charge upon the said lands and shall bear interest at the rate hereinbefore stated.

(c) In the event that the Chargor fails to provide proof of insurance on annual basis the Chargee is entitled to charge the Chargor the sum of $500.00 as an administrative fee.

(d) In the event that the Chargee is required by the Chargor or is otherwise required to provide a mortgage statement, there shall be an administrative fee of $300.00 for each such statement.

(e) The Chargee shall have the exclusive right to prepare and execute the Discharge of Charge for this Charge/Mortgage of Land. The Chargor shall pay an additional $350.00 to the Chargee as an administrative fee for the preparation of the said Discharge of Charge.

(f) Interest Calculation: For the purpose of calculation of interest, any payment of principal received after 1:00 p.m. shall be deemed to have been received on the next following banking day.

(g) Should the charge not be renewed or discharged on the maturity date,
that the Chargee, at its option, shall be entitled to charge an additional fee equivalent to three (3) months interest.

(h If collection or other legal proceedings are taken in connection with or to realize upon this security, an administrative fee of $500.00 shall be added to the Charge debt on each occasion such proceedings are so taken and said fee or fees, shall form a Charge upon the Charged Property in favour of the Chargee.

Rent and Management

9. Should default be made by the Chargor in the observance or performance of any of the covenants, provisos, agreements or conditions contained in this Mortgage, the Chargee reserves the right to enter into the said lands and premises and to receive the rents and profits and to be entitled to receive in addition to all other fees, charges and disbursements to which the Chargee is entitled, a management fee so as to reimburse the Chargee for reasonable time and trouble in the management of the said lands and premises it being understood and agreed that in the circumstances a management fee equal to $150.00 per day is a just and equitable fee, having regard to all of the circumstances.

(i) In the event that the Chargee is called upon to pay any payment in order to protect its security position, including but not limited to the payment of Realty Taxes, Insurance Premiums, Condominium common expenses, principal, interest or costs under a prior

mortgage, or any other expenses greater than five hundred ($500.00) dollars, it is agreed that such payment shall bear interest at eighteen (18%) percent per annum, calculated and compounded monthly and that there shall be a Service Charge of not less than $250.00 for making each such payment or payments.

The Chargor agrees not to rely on the defences stipulated in section 8 of the Interest Act with respect to any fees stated in this Charge/Mortgage and the subject Schedule. The Chargor further agrees and confirms that any fees stated herein are pre-estimation of the Chargee's damages in case of the Chargor's default and do not contradict section 8 of the Interest Act. The parties contract out of the application of section 8 of the Interest Act to the terms indicated in the subject Charge/Mortgage and Schedule.

Power of Sale

10. The Chargee on default of payment for at least fifteen (15) days may, on at least thirty-five (35) days' notice in writing given to the Chargor, enter on and lease the land or sell the land. Such notice shall be given to such persons and in such manner and form and within such time as provided in the Mortgages Act. In the event that the giving of such notice shall not be required by law or to the extent that such requirements shall not be applicable, it is agreed that notice may be effectually given by leaving it with a grown-up person on the land, if occupied, or by placing it on the land if unoccupied, or at the option of the Chargee, by mailing it in a registered letter addressed to the Chargor at his last known address, or by publishing it once in a newspaper published in the county or district in which the land is situate; and such notice shall be sufficient although not addressed to any person or persons by name or designation; and notwithstanding that any person to be affected thereby may be unknown, unascertained or under disability. Provided further, that in case default be made in the payment of the principal amount or interest or any part thereof and such default continues for two months after any payment of either falls due then the Chargee may exercise the foregoing powers of entering, leasing or selling or any of them without any notice, it being understood and agreed, however, that if the giving of notice by the Chargee shall be required by law then notice shall be given to such persons and in such manner and form and within such time as so required by law. It is hereby further agreed that the whole or any part or parts of the land may be sold by public auction or private contract, or partly one or partly the other; and that the proceeds of any sale hereunder may be applied first in payment of any costs, charges and expenses incurred in taking, recovering or keeping possession of the land or by reason of non-payment or procuring payment of monies, secured by the Charge or otherwise, and secondly in payment of all amounts of principal and interest owing under the Charge; and if any surplus shall remain after fully satisfying the claims of the Chargee as aforesaid same shall be paid as required by law. The Chargee may sell any of the land on such terms as to credit and otherwise as shall appear to him most advantageous and for such prices as can reasonably be obtained therefor and may make any stipulations as to title or evidence or commencement of title or otherwise which he shall deem proper, and may buy in or rescind or vary any contract for the sale of the whole or any part of the land and resell

X_____ X_____

(initials: borrower/ guarantor)

without being answerable for loss occasioned thereby, and in the case of a sale on credit the Chargee shall be bound to pay the Chargor only such monies as have been actually received from purchasers after the satisfaction of the claims of the Chargee and for any of said purposes may make and execute all agreements and assurances as he shall think fit. Any purchaser or lessee shall not be bound to see to the propriety or regularity of any sale or lease or be affected by express notice that any sale or lease is improper and no want of notice or publication when required hereby shall invalidate any sale or lease hereunder

Quiet Possession

11. Upon default in payment of principal and interest under the Charge or in performance of any of the terms or conditions hereof, the Chargee may enter into and take possession of the land hereby charged and where the Chargee so enters on and takes possession or enters on and takes possession of the land on default as described in paragraph 9 herein the Chargee shall enter into, have, hold, use, occupy, possess and enjoy the land without the let, suit, hindrance, interruption or denial of the Chargor or any other person or persons whomsoever.

Right to Distrain

12. If the Chargor shall make default in payment of any part of the interest payable under the Charge at any of the dates or times fixed for the payment thereof, it shall be lawful for the Chargee to distrain therefor upon the land or any part thereof, and by distress warrant, to recover by way of rent reserved, as in the case of a demise of the land, so much of such interest as shall, from time to time, be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent. Provided that the Chargee may distrain for arrears of principal in the same manner as if the same were arrears of interest.

Further Assurances

13. From and after default in the payment of the principal amount secured by the Charge or the interest thereon or any part of such principal or interest or in the doing, observing, performing, fulfilling or keeping of some one or more of the covenants set forth in the Charge then and in every such case the Chargor and all and every other person whosoever having, or lawfully claiming, or who shall have or lawfully claim any estate, right, title, interest or trust of, in, to or out of the land shall, from time to time, and at all times thereafter, at the proper costs and charges of the Chargor make, do, suffer, execute, deliver, authorize and register, or cause or procure to be made, done, suffered, executed, delivered, authorized and registered, all and every such further and other reasonable act or acts, deed or deeds, devises, conveyances and assurances in the law for the further, better and more perfectly and absolutely conveying and assuring the land unto the Chargee as by the Chargee or his solicitor shall or may be lawfully and reasonably devised, advised or required.

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(initials: borrower/ guarantor)

Unapproved Sale

14. If the Chargor sells, transfers, disposes of, leases, charges or otherwise deals with the land in a manner that is not approved hereunder or otherwise approved by the Chargee, the principal amount secured by the Charge shall, at the option of the Chargee, immediately become due and payable. Notwithstanding the foregoing, the Chargor shall be entitled to transfer all or any portion of the Property, without the Chargee's consent, provided that the Chargor delivers notice of same to the Chargee and provided that such transferee agrees in favour of the Chargee to be bound by the terms of this Charge.

Partial Releases

15. The Chargee may at his discretion at all times release any part or parts of the land or any other security or any surety for the money secured under the Charge either with or without any sufficient consideration therefor, without responsibility therefor, and without thereby releasing any other part of the land or any person from the Charge or from any of the covenants contained in the Charge and without being accountable to the Chargor for the value thereof, or for any monies except those actually received by the Chargee. It is agreed that every part or lot into which the land is or may hereafter be divided does and shall stand charged with the whole money secured under the Charge and no person shall have the right to require the mortgage monies to be apportioned.

Obligation to Insure

16. The Chargor will immediately insure, unless already insured, and during the continuance of the Charge keep insured against loss or damage by fire, in such proportions upon each building as may be required by the Chargee, the buildings on the land to the amount of not less than their full insurable value on a replacement cost basis in dollars of lawful money of Canada. Such insurance shall be placed with a company approved by the Chargee. Buildings shall include all buildings whether now or hereafter erected on the land, and such insurance shall include not only insurance against loss or damage by fire but also insurance against loss or damage by explosion, tempest, tornado, cyclone, lightning and all other extended perils customarily provided in insurance policies including "all risks" insurance. The covenant to insure shall also include where appropriate or if required by the Chargee, boiler, plate glass, rental and public liability insurance in amounts and on terms satisfactory to the Chargee. Evidence of continuation of all such insurance having been effected shall be produced to the Chargee at least fifteen (15) days before the expiration thereof; otherwise the Chargee may provide therefor and charge the premium paid and interest thereon at the rate provided for in the Charge to the Chargor and the same shall be payable forthwith and shall also be a charge upon the land. It is further agreed that the Chargee may at any time require any insurance of the buildings to be cancelled and new insurance effected in a company to be named by the Chargee and also of his own accord may effect or maintain any insurance herein provided for, and any amount paid by the Chargee therefor shall be payable forthwith by the Chargor with interest at the rate provided for in the Charge and shall also be a charge upon the land. Policies of insurance herein required shall provide that loss, if any, shall be payable to the Chargee as his interest may appear, subject to the standard form of mortgage clause

approved by the Insurance Bureau of Canada which shall be attached to the policy of insurance.

Obligation to Repair

17. The Chargor will keep the land and the buildings, erections and improvements thereon, in good condition and repair according to the nature and description thereof respectively, and the Chargee may, whenever he deems necessary, by his agent enter upon and inspect the land and make such repairs as he deems necessary, and the reasonable cost of such inspection and repairs with interest at the rate provided for in the Charge shall be added to the principal amount and be payable forthwith and be a charge upon the land prior to all claims thereon subsequent to the Charge. If the Chargor shall neglect to keep the buildings, erections and improvements in good condition and repair, or commits or permits any act of waste on the land (as to which the Chargee shall be sole judge) or makes default as to any of the covenants, provisos, agreements or conditions contained in the Charge or in any charge to which this Charge is subject, all monies secured by the Charge shall, at the option of the Chargee, forthwith become due and payable, and in default of payment of same with interest as in the case of payment before maturity the powers of entering upon and leasing or selling hereby given and all other remedies herein contained may be exercised forthwith.

Building Charge

18. If any of the principal amount to be advanced under the Charge is to be used to finance an improvement on the land, the Chargor must so inform the Chargee in writing immediately and before any advances are made under the Charge. The Chargor must also provide the Chargee immediately with copies of all contracts and subcontracts relating to the improvement and any amendments to them. The Chargor agrees that any improvement shall be made only according to contracts, plans and specifications approved in writing by the Chargee. The Chargor shall complete all such improvements as quickly as possible and provide the Chargee with proof of payment of all contracts from time to time as the Chargee requires. The Chargee shall make advances (part payments of the principal amount) to the Chargor based on the progress of the improvement, until either completion and occupation or sale of the land. The Chargee shall determine whether or not any advances will be made and when they will be made. Whatever the purpose of the Charge may be, the Chargee may at its option hold back funds from advances until the Chargee is satisfied that the Chargor has complied with the holdback provisions of the Construction Lien Act as amended or re-enacted. The Chargor authorizes the Chargee to provide information about the Charge to any person claiming a construction lien on the land.

Extensions not to Prejudice

19. No extension of time given by the Chargee to the Chargor or anyone claiming under him, or any other dealing by the Chargee with the owner of the land or of any part thereof, shall in any way affect or prejudice the rights of the Chargee against the Chargor or any other person liable for the payment of the money secured by the Charge, and the Charge may be renewed by an agreement in writing at maturity for

any term with or without an increased rate of interest notwithstanding that there may be subsequent encumbrances. It shall not be necessary to deliver for registration any such agreement in order to retain priority for the Charge so altered over any instrument delivered for registration subsequent to the Charge. Provided that nothing contained in this paragraph shall confer any right of renewal upon the Chargor.

No Merger of Covenants

20. The taking of a judgment or judgments on any of the covenants herein shall not operate as a merger of the covenants or affect the Chargee's right to interest at the rate and times provided for in the Charge; and further that any judgment shall provide that interest thereon shall be computed at the same rate and in the same manner as provided in the Charge until the judgment shall have been fully paid and satisfied.

Change in Status

21. Immediately after any change or happening affecting any of the following, namely: (a) the spousal status of the Chargor, (b) the qualification of the land as: a family residence within the meaning of Part II of the *Family Law Act*, and (c) the legal title or beneficial ownership of the land, the Chargor will advise the Chargee accordingly and furnish the Chargee with full particulars thereof, the intention being that the Chargee shall be kept fully informed of the names and addresses of the owner or owners for the time being of the land and of any spouse who is not an owner but who has a right of possession in the land by virtue of Section 19 of the *Family Law Act*. In furtherance of such intention, the Chargor covenants and agrees to furnish the Chargee with such evidence in connection with any of (a), (b) and (c) above as the Chargee may from time to time request.

Condominium Provisions

22. If the Charge is of land within a condominium registered pursuant to the *Condominium Act* (the "Act") the following provisions shall apply. The Chargor will comply with the Act, and with the declaration, by-laws and rules of the condominium corporation (the "corporation") relating to the Chargor's unit (the "unit") and provide the Chargee with proof of compliance from time to time as the Chargee may request. The Chargor will pay the common expenses for the unit to the corporation on the due dates. If the Chargee decides to collect the Chargor's contribution towards the common expenses from the Chargor, the Chargor will pay the same to the Chargee upon being so notified. The Chargee is authorized to accept a statement which appears to be issued by the corporation as conclusive evidence for the purpose of establishing the amounts of the common expenses and the dates those amounts are due. The Chargor, upon notice from the Chargee, will forward to the Chargee any notices, assessments, by-laws, rules and financial statements of the corporation that the Chargor receives or is entitled to receive from the corporation. The Chargor will maintain all improvements made to the unit and repair them after damage. In addition to the insurance which the corporation must obtain, the Chargor shall insure the unit against destruction or damage by fire and other perils usually covered in fire insurance policies and against such other perils as the Chargee requires for its full

replacement cost (the maximum amount for which it can be insured). The insurance company and the terms of the policy shall be reasonably satisfactory to the Chargee. This provision supersedes the provisions of paragraph 16 herein. The Chargor irrevocably authorizes the Chargee to exercise the Charger's rights under the Act to vote, consent and dissent.

Discharge

23. The Chargee shall have a reasonable time after payment in full of the amounts secured by the Charge to deliver for registration a discharge or if so requested and if required by law to do so, an assignment of the Charge and all legal and other expenses for preparation, execution and registration, as applicable to such discharge or assignment shall be paid by the Chargor.

Guarantee

24. Each party named in the Charge as a Guarantor hereby agrees with the Chargee as follows:

(a) In consideration of the Chargee advancing all or part of the principal amount to the Chargor, and in consideration of the sum of TWO DOLLARS ($2.00) of lawful money of Canada now paid by the Chargee to the Guarantor (the receipt and sufficiency whereof are hereby acknowledged), the Guarantor does hereby absolutely and unconditionally guarantee to the Chargee, and its successors, the due and punctual payment of all principal moneys, interest and other moneys owing on the security of the Charge and observance and performance of the covenants, agreements, terms and conditions herein contained by the Chargor, and the Guarantor, for himself and his successors, covenants with the Chargee that, if the Chargor shall at any time make default in the due and punctual payment of any moneys payable hereunder, the Guarantor will pay all such moneys to the Chargee without any demand being required to be made.

(b) Although as between the Guarantor and the Chargor, the Guarantor is only surety for the payment by the Chargor of the moneys hereby guaranteed, as between the Guarantor and the Chargee, the Guarantor shall be considered as primarily liable therefor and it is hereby further expressly declared that no release or releases of any portion or portions of the land; no indulgence shown by the Chargee in respect of any default by the Chargor or any successor thereof which may arise under the Charge; no extension or extensions granted by the Chargee to the Chargor or any successor thereof for payment of the moneys hereby secured or for the doing, observing or performing of any covenant, agreement, term or condition herein contained to be done, observed or performed by the Chargor or any successor thereof; no variation in or departure from the provisions of the Charge; no release of the Chargor or any other thing whatsoever whereby the Guarantor as surety only would or might have

been released shall in any way modify, alter, vary or in any way prejudice the Chargee or affect the liability of the Guarantor in any way under this covenant, which shall continue and be binding on the Guarantor, and as well after as before maturity of the Charge and both before and after default and judgment, until the said moneys are fully paid and satisfied.

(c) Any payment by the Guarantor of any moneys under this guarantee shall not in any event be taken to affect the liability of the Chargor for payment thereof but such liability shall remain unimpaired and enforceable by the Guarantor against the Chargor and the Guarantor shall, to the extent of any such payments made by him, in addition to all other remedies, be subrogated as against the Chargor to all the rights, privileges and powers to which the Chargee was entitled prior to payment by the Guarantor; provided, nevertheless, that the Guarantor shall not be entitled in any event to rank for payment against the lands in competition with the Chargee and shall not, unless and until the whole of the principal, interest and other moneys owing on the security of the Charge shall have been paid, be entitled to any rights or remedies whatsoever in subrogation to the Chargee.

(d) All covenants, liabilities and obligations entered into or imposed hereunder upon the Guarantor shall be equally binding upon his successors. Where more than one party is named as a Guarantor all such covenants, liabilities and obligations shall be joint and several.

(e) The Chargee may vary any agreement or arrangement with or release the Guarantor, or any one or more of the Guarantors if more than one party is named as Guarantor, and grant extensions of time or otherwise deal with the Guarantor and his successors without any consent on the part of the Chargor or any other Guarantor or any successor thereof.

Severability

25. It is agreed that in the event that at any time any provision of the Charge is illegal or invalid under or inconsistent with provisions of any applicable statute, regulation thereunder or other applicable law or would by reason of the provisions of any such statute, regulation or other applicable law render the Chargee unable to collect the amount of any loss sustained by it as a result of making the loan secured by the Charge which it would otherwise be able to collect under such statute, regulation or other applicable law then, such provision shall not apply and shall be construed so as not to apply to the extent that it is so illegal, invalid or inconsistent or would so render the Chargee unable to collect the amount of any such loss.

X_____ X_____

(initials: borrower/ guarantor)

Interpretation

26. In construing these covenants the words "Charge", "Chargee", "Chargor", "land" and "successor" shall have the meanings assigned to them in Section 1 of the Land Registration Reform Act and the words "Chargor" and "Chargee" and the personal pronouns "he" and "his" relating thereto and used therewith, shall be read and construed as "Chargor" or "Chargors", "Chargee" or "Chargees", and "he", "she", "they" or "it", "his", "her", "their" or "its", respectively, as the number and gender of the parties referred to in each case require, and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted. And that all rights, advantages, privileges, immunities, powers and things hereby secured to the Chargor or Chargors, Chargee or Chargees, shall be equally secured to and exercisable by his, her, their or its heirs, executors, administrators and assigns, or successors and assigns, as the case may be. The word "successor" shall also include successors and assigns of corporations including amalgamated and continuing corporations. And that all covenants, liabilities and obligations entered into or imposed hereunder upon the Chargor or Chargors, Chargee or Chargees, shall be equally binding upon, his, her, their or its heirs, executors, administrators and assigns, or successors and assigns, as the case may be, and that all such covenants and liabilities and obligations shall be joint and several.

Paragraph headings

27. The paragraph headings in these charge terms are inserted for convenience of reference only and are deemed not to form part of the Charge and are not to be considered in the construction or interpretation of the Charge or any part thereof.

Date of Charge

28. The Charge, unless otherwise specifically provided, shall be deemed to be dated as of the date of delivery for registration of the Charge.

Effect of Delivery of Charge

29. The delivery of the Charge for registration by direct electronic transfer shall have the same effect for all purposes as if such Charge were in written form, signed by the parties thereto and delivered to the Chargee. Each of the Chargor and, if applicable, the spouse of the Chargor and other party to the Charge agrees not to raise in any proceeding by the Chargee to enforce the Charge any want or lack of authority on the part of the person delivering the Charge for registration to do so.

Receiver

30. If and whenever the Chargee becomes entitled hereunder to enter into possession of the lands it may, in its discretion, by writing appoint a receiver (which term shall include a receiver and manager) of the lands or any part thereof and of the rents and profits thereof and may from time to time remove any receiver and appoint another in his stead, and in making any such appointment or appointments the Chargee shall be deemed to be acting as the attorney for the Chargor unless the Chargee indicates in writing a contrary intention. The following provisions shall apply in respect of the appointment of any receiver: such appointment may be made either before or after the Chargee shall have entered into or taken possession of the lands or any part thereof; such receiver may, in the discretion of the

Chargee, be vested with all or any of the powers and discretions of the Chargee and shall have the power to borrow on the security of the lands; the Chargee may from time to time fix the remuneration of such receiver and direct the payment thereof out of the proceeds of the lands; such receiver shall, so far as concerns the responsibility for his acts or omissions, be deemed the agent of the Chargor and in no event the agent of the Chargee and in making or consenting to such appointment the Chargee shall not incur any liability to the receiver for his remuneration or otherwise howsoever, other than for such damage caused by the gross negligence or willful misconduct of such receiver; and all moneys from time to time received by such receiver may be paid by him in his discretion; such receiver shall from time to time have the power to collect, realize, sell or otherwise deal with the lands in such manner, upon such terms and conditions and at such time or times as may seem to the receiver to be advisable and without notice to the Chargor; such receiver shall from time to time have the power to lease any portion of the lands which may become vacant for such term and subject to such provisions as the receiver may deem advisable or expedient and, in so doing, such receiver shall act as the attorney or agent for the Chargor (unless specifically appointed by the Chargee as the agent of the Chargee) and such receiver shall have authority to execute, under seal or otherwise, any leases, subleases or licenses of any such premises in the name of and on behalf of the Chargor and the Chargor undertakes to ratify and confirm whatever any such receiver may do in the premises; such receiver shall have full power to manage, operate, amend, repair, alter or extend the lands or any part thereof in the name of the Chargor for the purpose of securing the payment of rental from the lands or any part thereof, including the power to: (a) take proceedings in the name of the Chargor or otherwise and to make any arrangement or compromise; (b) borrow or raise money on all or any part of the lands in priority to this charge or otherwise for such purposes as may be approved by the Chargee; (c) give any and all notices to be given by the Chargor under any lease, sublease or license and exercise any and all rights of the Chargor thereunder; (d) do or cause to be done any and all acts and things under any lease, sublease or license and adjust and settle all matters relating to such performance; and (e) institute and prosecute all suits, proceedings and actions which the receiver in his opinion considers necessary for the proper protection of the lands, defend all suits, proceedings and actions against the Chargor or the receiver, appear in and conduct the prosecution and defense of any suit, proceeding or action then pending or thereafter instituted and appeal any suit, proceeding or action.

Expropriation

31. PROVIDED that if the said lands shall be expropriated by any government, authority, body or corporation clothed with the powers of expropriation, the amount of the principal hereby secured remaining unpaid shall forthwith become due and payable together with interest at the said rate to the date of payment and together with a bonus equal to the sum of three months interest at the said rate calculated on the remaining principal balance from the said date of payment to the date the said principal sum or balance thereof remaining unpaid would otherwise under the provision of this mortgage become due and payable.

X_____ X_____

(initials: borrower/ guarantor)

0959

LRO # 59 **Notice** **Registered as SN785634** on 2023 11 17 at 10:42

The applicant(s) hereby applies to the Land Registrar. yyyy mm dd

Properties

PIN 64254 - 0015 LT

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

Address NIAGARA FALLS

Consideration

Consideration $2.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name NIAGARA ESTATES OF CHIPPAWA II INC.

Address for Service 77 City Centre Drive, Unit 602,
Mississauga, Ontario, Canada, L5B 1M5

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

Party To(s) | Capacity | Share

Name 2229815 ONTARIO LTD. Firm Name

Address for Service 1801 Biscayne Drive, Cambridge, Ontario N3H 4R2

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice may be deleted by the Land Registrar when the registered instrument, SN763480 registered on 2023/04/19 to which this notice relates is deleted

Schedule: See Schedules

This document relates to registration number(s)SN763480

Signed By

Elena Gladkykh	29-635 Saginaw Parkway Cambridge N1T 0C1	acting for Applicant(s)	Signed	2023 11 17

Tel 519-721-1818

Fax 519-622-4165

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

ELENA GLADKYKH	29-635 Saginaw Parkway Cambridge N1T 0C1	2023 11 17

Tel 519-721-1818

Fax 519-622-4165

Fees/Taxes/Payment

Statutory Registration Fee $69.95

Total Paid $69.95

DocuSign Envelope ID: 2DE5BEFF-8F2B-4659-933C-DF33D412021B

MORTGAGE AMENDING AGREEMENT

THIS AGREEMENT is made as of the 6th day of November, 2023.

B E T W E E N:

NIAGARA ESTATES OF CHIPPAWA II INC.,
a Corporation incorporated under the laws of the Province of Ontario
(hereinafter called "**Chargor**")

- and -

CBJ DEVELOPMENTS INC.,
a Corporation incorporated under the laws of the Province of Ontario
- and -
JEFFREY BURRELL
of the City of Thornhill, in the Province of Ontario
(hereinafter individually and collectively called "**Guarantor**")

- and -

2229815 ONTARIO LTD.
(hereinafter called "**Chargee**")

WHEREAS:

By a Charge/Mortgage of land registered in the Niagara South Land Registry Office (No. 59) on April 19, 2023 as No. SN763480 (the "Charge"), NIAGARA ESTATES OF CHIPPAWA II INC. (the "Chargor") granted and mortgaged unto 2229815 ONTARIO LTD. (the "Chargee") to secure the payment of the principal sum of $5,250,000.00, with interest as therein set out upon the terms therein mentioned, on the property municipally known as:

Willick Road and Sodom Road, Niagara Falls, ON
PIN 64254-0015
Legal description: PT LT 18 CON 2 WILLOUGHBY PT 1, 59R4701 EXCEPT PT 1, 59R4942; NIAGARA FALLS

The mortgage was guaranteed by CBJ DEVELOPMENTS INC. and Jeffrey Burrell.

2. There is now owing on account of principal the sum of $5,250,000.00 (Five Million Two Hundred and Fifty Thousand Dollars).

4. The parties hereto signing as Chargor and Chargee have agreed to vary certain terms of the Charge as hereinafter set out.

Initials: DS RH _____ DS JB _____

NOW THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of $2.00 now paid by each of the Chargor and Chargee to each other (the receipt whereof is hereby acknowledged), the Chargor and Chargee agree that the Charge shall be and the same is hereby amended from and including November 6, 2023, as follows:

I. **Principal Amount: $5,580,000.00**
(Five Million Five Hundred and Eighty Thousand Dollars);

The new principal amount of the Charge was calculated as follows:
(a) $5,250,000.00 previous principal amount; PLUS
(b) $330,000.00 additional advance.

The parties agree that the Chargor will pay to the Chargee the following amounts on signing of this Agreement:
(a) lender's legal fees and disbursements regarding preparation and registration of this agreement in the sum of 2,400.00 plus hst, disbursements, title insurance and registration fees;
(b) Lender's bonus in the sum of 2.25% on the additional advance of $330,000;
(c) Prepaid interest to April 6, 2024 (calculated on additional advance of $330,000);

In all other respects the parties hereto confirm the terms and conditions contained in the Charge registered as No. SN763480 and Mortgage Commitment dated February 23, 2023 as Amended on April 4, 2023 (the "Commitment Letter"). This Agreement will be registered on title of the subject property.

PROVIDED that nothing herein contained shall create any merger or alter the rights of the Chargee against any subsequent encumbrancer or other person interested in the Charged Property nor affect the liability of any person not a party hereto who may be liable to pay the mortgage money or the rights of any such person, all of which rights are hereby reserved.

In construing this document, the words "Chargor" and "Chargee" and all personal pronouns shall be read as the number and gender of the party or parties referred to herein requires and all necessary grammatical changes, as the context requires, shall be deemed to be made.

The provisions of this document shall enure to and be binding upon the Chargor and the Chargee and their heirs, executors, administrators, successors and assigns and all covenants, liabilities and obligations shall be joint and several.

The covenants deemed to be included in this agreement amending and extending charge by the beneficial owner by clauses 1 and 2 of subsection (1) of section 7 of the *Land Registration Reform Act*, 1984, are hereby expressly excluded and the covenants as set out in the Charge and amendments thereto and this agreement amending and/or extending charge shall be deemed to read in the same form as they are set out in Column B of the *Short Forms of Mortgages Act*, R.S.O. 1980, Ch. 474, notwithstanding that the said Act has been modified.

Initials: DS RH _____ DS JB _____

DocuSign Envelope ID: 2DE5BEFF-8F2B-4659-933C-DF33D412021B

The Chargor agrees not to rely on the defences stipulated in section 8 of the Interest Act with respect to any fees stated in this Charge/Mortgage and the subject Schedule. The Chargor further agrees and confirms that any fees stated herein are pre-estimation of the Chargee's damages in case of the Chargor's default and do not contradict section 8 of the Interest Act. The parties contract out of the application of section 8 of the Interest Act to the terms indicated in the subject Charge/Mortgage and Schedule.

The Chargor, Guarantor, and Chargee acknowledge receipt of a duly completed copy of the within agreement and agree to be bound by the provisions of this agreement.

IN WITNESS WHEREOF the parties have executed this Agreement in counterparts.

Niagara Estates of Chippawa II Inc.

DocuSigned by:
Per: Randy Hoffner
7ED058378365466...
Name: Randy Hoffner
Title: President

CBJ Developments Inc.

DocuSigned by:
Per: Jeff Burrell
1E1AF911CDD1488...
Name: Jeffrey Burrell
Title: President

DocuSigned by:
Jeff Burrell
1E1AF911CDD1488...
Jeffrey Burrell

THIS IS **EXHIBIT "U"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

Transaction Number: APP-A10560752878
Report Generated on August 29, 2024, 09:14

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

CBJ DEVELOPMENTS INC. as of August 29, 2024

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	CBJ DEVELOPMENTS INC.
Ontario Corporation Number (OCN)	2788161
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	October 29, 2020
Registered or Head Office Address	150 King Street West, Suite 278, Toronto, Ontario, M5H 1J9, Canada

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

V. Quintanilla W.

Director/Registrar

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

Transaction Number: APP-A10560752878
Report Generated on August 29, 2024, 09:14

Active Director(s)

Minimum Number of Directors	1
Maximum Number of Directors	10

Name	CHRISTOPHER AGAGNIER
Address for Service	100 Carr Crescent, Okotoks, Alberta, T1S 1E2, Canada
Resident Canadian	Yes
Date Began	October 29, 2020

Name	JEFF BURRELL
Address for Service	72 Babcombe Drive, Thornhill, Ontario, L3T 1N1, Canada
Resident Canadian	Yes
Date Began	October 29, 2020

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

Transaction Number: APP-A10560752878
Report Generated on August 29, 2024, 09:14

Active Officer(s)

Name	CHRISTOPHER AGAGNIER
Position	Secretary
Address for Service	100 Carr Crescent, Okotoks, Alberta, T1S 1E2, Canada
Date Began	October 29, 2020

Name	CHRISTOPHER AGAGNIER
Position	Treasurer
Address for Service	100 Carr Crescent, Okotoks, Alberta, T1S 1E2, Canada
Date Began	October 29, 2020

Name	JEFF BURRELL
Position	Chief Executive Officer
Address for Service	72 Babcombe Drive, Thornhill, Ontario, L3T 1N1, Canada
Date Began	October 29, 2020

Name	JEFF BURRELL
Position	President
Address for Service	72 Babcombe Drive, Thornhill, Ontario, L3T 1N1, Canada
Date Began	October 29, 2020

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

Corporate Name History

Name	CBJ DEVELOPMENTS INC.
Effective Date	December 15, 2020
Previous Name	CBJ DEVELOPMENT INC.
Effective Date	October 29, 2020

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

V. Quintanilla W.

Director/Registrar

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Active Business Names

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

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

Expired or Cancelled Business Names

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

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Transaction Number: APP-A10560752878
Report Generated on August 29, 2024, 09:14

Document List

Filing Name	Effective Date
Archive Document Package	September 28, 2022
Annual Return - 2021 PAF: Kimberley ZACHARIAS	May 12, 2022
CIA - Notice of Change PAF: Jeff BURRELL	February 08, 2022
CIA - Notice of Change PAF: KRISTIN KIGHTLEY - OTHER	September 17, 2021
CIA - Initial Return PAF: MICHELLE LAVERTY - OTHER	September 08, 2021
BCA - Articles of Amendment	December 15, 2020
BCA - Articles of Incorporation	October 29, 2020

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

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the “as of” date indicated on the report. Additional historical information may exist in paper or microfiche format.

THIS IS **EXHIBIT "V"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

LRO # 59 **Application Foreclosure Order** **Registered as SN814525** on 2024 09 16 at 16:22
The applicant(s) hereby applies to the Land Registrar. yyyy mm dd Page 1 of 7

LRO Annotation

CLEAR EXECUTION SEARCH NO 50308157-6670083B FOR NIAGARA ESTATES OF CHIPPAWA II INC. COMPLETED 2024/10/25 BY M.GRAY

Properties

PIN 64254 - 0015 LT

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

Address NIAGARA FALLS

Source Instruments

Registration No.	*Date*	*Type of Instrument*
SN763480	2023 04 19	Charge/Mortgage

Consideration

Consideration $2.00

Party From(s)

Name ONTARIO SUPERIOR COURT OF JUSTICE
Address for Service 85 Frederick Street, Kitchener, ON, N2H 0A7

Owner(s) *Capacity* *Share*

Name 2229815 ONTARIO LTD.
Address for Service c/o Helen Gladkykh, 29-635 Saginaw Prkwy, Cambridge, Ontario, N1T 0C1

The applicant is entitled to be entered as owner under the Order.
A person or persons with authority to bind the corporation has/have consented to the registration of this document.
This document is not authorized under Power of Attorney by this party.

Statements

Final Order of Foreclosure for the selected charge See Schedules is still in full force and effect.

There are no encumbrances to be deleted

This transaction is not subject to any writs of execution

Title to the land is not subject to spousal rights under the Family Law Act

All owners are to be deleted under this order

Schedule: Based on the Default Judgement for Immediate Foreclosure dated August 30, 2024, attached herewith, the right, title, and equity of redemption of the current owner, NIAGARA ESTATES OF CHIPPAWA II INC., to and in the subject property are foreclosed. The judgement is based on the mortgage dated April 6, 2023 and made between 2229815 Ontario Ltd. and Niagara Estates of Chippawa II Inc., and registered as Instrument No. SN763480 in the Land Registry Office of Niagara South (LRO 59). As such, based on the judgement, the title to the subject property shall be transferred to 2229815 Ontario Ltd.

This document affects the following instruments that shall be deleted from title: SN307192, SN327980, SN763480, and SN785634.

This instrument is approved as to form for registration, under preapproval number (DX879).

Signed By

Elena Gladkykh	29-635 Saginaw Parkway Cambridge N1T 0C1	acting for Owner(s)	Signed	2024 09 10

Tel 519-721-1818

Fax

I have the authority to sign and register the document on behalf of the Owners(s).

Submitted By

ELENA GLADKYKH	29-635 Saginaw Parkway Cambridge N1T 0C1	2024 09 16

Tel 519-721-1818

Submitted By

Fax

Fees/Taxes/Payment

Statutory Registration Fee	$69.95
Provincial Land Transfer Tax	$86,475.00
Total Paid	$86,544.95

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 64254 - 0015 PT LT 18 CON 2 WILLOUGHBY PT 1, 59R4701 EXCEPT PT 1, 59R4942 ; NIAGARA FALLS

BY: ONTARIO SUPERIOR COURT OF JUSTICE

TO: 2229815 ONTARIO LTD.

1. TAMARA ASOKINA

I am

- ☐ (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- ☐ (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- ☐ (c) A transferee named in the above-described conveyance;
- ☐ (d) The authorized agent or solicitor acting in this transaction for _____ described in paragraph(s) (_) above.
- ☑ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for 2229815 ONTARIO LTD. described in paragraph(s) (c) above.
- ☐ (f) A transferee described in paragraph (_) and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph (_) and as such, I have personal knowledge of the facts herein deposed to.

2. I have read and considered the definition of "single family residence" set out in subsection 1(1) of the Act. The land being conveyed herein:

does not contain a single family residence or contains more than two single family residences.

3. **The total consideration for this transaction is allocated as follows:**

(a) Monies paid or to be paid in cash	$0.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	$0.00
(ii) Given Back to Vendor	$0.00
(c) Property transferred in exchange (detail below)	$0.00
(d) Fair market value of the land(s)	$4,500,000.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	$0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	$0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	$4,500,000.00
(h) VALUE OF ALL CHATTELS -items of tangible personal property	$0.00
(i) Other considerations for transaction not included in (g) or (h) above	$0.00
(j) Total consideration	$4,500,000.00

6. Other remarks and explanations, if necessary.

1. b) Consideration (d) - Fair Market Value of land for the following reason:

2. d) This is a final order of foreclosure.

3. The information prescribed for the purposes of section 5.0.1 of the Land Transfer Tax Act is required to be provided for this conveyance. The information has been provided as confirmed by A2681706.

4. The transferee(s) has read and considered the definitions of "designated land", "foreign corporation", "foreign entity", "foreign national", "Greater Golden Horseshoe Region", "specified region", "spouse" and "taxable trustee" as set out in subsection 1(1) of the Land Transfer Tax Act and O. Reg 182/17. The transferee(s) declare that this conveyance is not subject to additional tax as set out in subsection 2(2.1) of the Act because:

5. (c) The transferee(s) is not a "foreign entity" or a "taxable trustee".

6. The transferee(s) declare that they will keep at their place of residence in Ontario (or at their principal place of business in Ontario) such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act for a period of at least seven years.

7. The transferee(s) agree that they or the designated custodian will provide such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act, to the Ministry of Finance upon request.

8. I acknowledge that the personal information collected in the provincial land transfer tax statements provided in this conveyance is being collected by the Ministry of Finance under the authority of the Land Transfer Tax Act, R.S.O. 1990, c. L.6, as amended ("the Act"), and that the personal information may be used for purposes of the administration or enforcement of the Act, other tax statutes, and for purposes of compiling statistical information and of developing and evaluating economic, tax and fiscal policy. (Note: Personal information collected under section 5.0.1 of the Act that accompanies this conveyance can be used only to administer and enforce the Act. De-identified data collected under section 5.0.1 can be used to compile statistical information and develop and evaluate economic, tax and fiscal policy.)

PROPERTY Information Record

A. Nature of Instrument: Application Foreclosure Order
LRO 59 Registration No. SN814525 Date: 2024/09/16

B. Property(s): PIN 64254 - 0015 Address NIAGARA FALLS Assessment Roll No 2725130 - 002152000000

C. Address for Service: c/o Helen Gladkykh, 29-635 Saginaw Prkwy, Cambridge, Ontario, N1T 0C1

D. (i) Last Conveyance(s): PIN 64254 - 0015 Registration No. SN307192

(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes ☑ No ☐ Not known ☐

E. Tax Statements Prepared By: Elena Gladkykh
29-635 Saginaw Parkway

LAND TRANSFER TAX STATEMENTS

Cambridge N1T 0C1

Electronically filed / Déposé par voie électronique : 30-Aug-2024
Kitchener Superior Court of Justice / Cour supérieure de justice

Court File No. CV-24-00001154-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

2229815 ONTARIO LTD.

Plaintiff

- and –

NIAGARA ESTATES OF CHIPPAWA II INC.

Defendant

DEFAULT JUDGMENT FOR IMMEDIATE FORECLOSURE

ON READING the statement of claim in this action and the proof of service of the statement of claim on the defendant, filed, no request to redeem or request for sale having been served and filed, the defendant having been noted in default, and the plaintiff not wishing a reference:

1. **IT IS ORDERED AND ADJUDGED** that the right, title and equity of redemption of the defendant Niagara Estates of Chippawa II Inc. to and in the mortgaged property described in the attached schedule **A** are foreclosed. The mortgage is dated April 6, 2023 and made between 2229815 Ontario Ltd. and Niagara Estates of Chippawa II Inc., and registered as Instrument No. SN763480 in the Land Registry Office of Niagara South (LRO 59).

2. **IT IS ORDERED AND ADJUDGED** that the defendant Niagara Estates of Chippawa II Inc. forthwith deliver to the plaintiff or as the plaintiff directs possession of the mortgaged property or such part of it as is in the possession of the defendant.

Date: August 30, 2024

Issued by Brinn Murrell Digitally signed by Brinn Murrell Date: 2024.08.30 15:36:26-04'00'

Local registrar

Adress of court office:

85 Frederick Street
Kitchener, ON
N2H 0A7

Electronically filed / Déposé par voie électronique : 30-Aug-2024
Kitchener Superior Court of Justice / Cour supérieure de justice
Court File No./N° du dossier du greffe : CV-24-00001154-0000

SCHEDULE A

PT LT 18, CON 2 WILLOUGHB Y PT 1, 59R4701 EXCEPT PT 1, 59R4942; NIAGARA FALLS, Registered as PIN 64254-0015LT

Court File No: CV–24–00001154–0000

2229815 ONTARIO LIMITED v. NIAGARA ESTATES OF CHIPPAWA II INC.

Plaintiff Defendant

***ONTARIO* SUPERIOR COURT OF JUSTICE**

PROCEEDINGS COMMENCED AT KITCHENER

DEFAULT JUDGMENT FOR
IMMEDIATE FORECLOSURE

0978

CAMPBELL LITIGATION
Lawyers
40 Durward Place
Waterloo, Ontario N2L 4E4
Telephone: (519) 886-1204
Email: info@waterloo.law

Richard Campbell
LSO No. 41997F

Lawyers for the plaintiffs

THIS IS **EXHIBIT "W"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

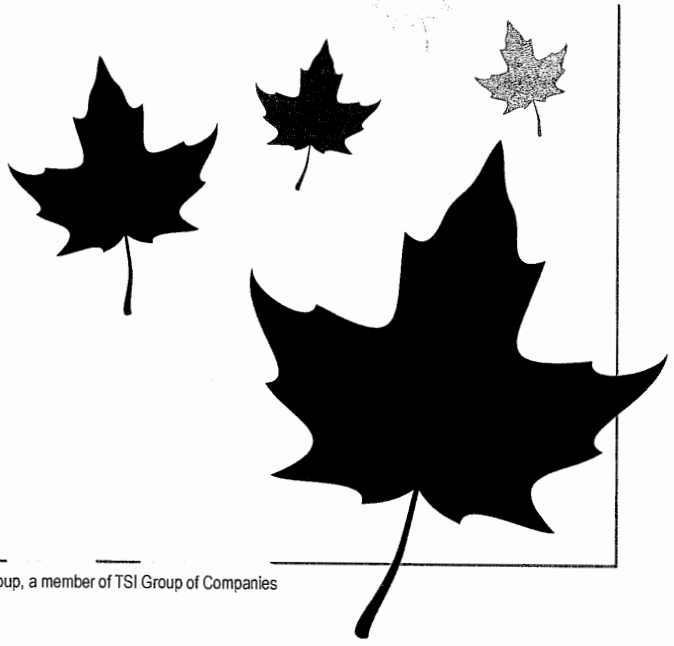
JP 7/16/12
31725

TM

TSI
INTERNATIONAL

LONDON VALLEY INC.

AKIKO KOBAYASHI



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UNIT IDENTIFICATION NO. LV290,LV363-LV371

AGREEMENT OF SALE AND PURCHASE dated the 4TH day of JUNE, 2012,

BETWEEN

AKIKO KOBAYASHI,

Identification:DRIVER'S LICENSE (527730357761)

Address: 413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Phone Number: 81-776-27-5321

(hereinafter referred to as the "**Purchaser**")

-and-

TSI-LV INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario,

(hereinafter referred to as the "**Vendor**");

-and-

LONDON VALLEY INC.,
a corporation incorporated under the laws of the Province of Ontario

(hereinafter referred to as the "**Nominee**")

WHEREAS:

A. The Vendor is the beneficial owner of an undivided interest in a parcel of land described in Schedule "B" annexed to this Agreement (the "**Property**") and title to which Property is registered in the name of the Nominee.

B. The Vendor is engaged in the business of land banking, the prime focus of which is to locate and purchase raw land and to endeavour to rezone the land through the applicable land development process to an approved use determined by the Vendor to be suitable and appropriate in all of the circumstances, and to thereby enhance the value of the land.

C. The Purchaser acknowledges that rezoning of the Property is uncertain and may take many years to achieve, often six years or longer, and that there can be no assurance that rezoning will be obtained, or if obtained, to permit for such use or uses as were requested and/or otherwise on terms and conditions that are satisfactory.

D. The Vendor may from time to time sell undivided beneficial interests in the Property to various purchasers.

E. The Purchaser acknowledges that real estate investments are generally subject to various risks, including a lack of liquidity, the highly competitive nature of the real estate industry, changes in general economic conditions (such as the availability and cost of mortgage funds), conditions of supply and demand for any particular type of real estate in the particular area, government regulations and changes thereto (including uncertainties and delays in zoning, subdivision and development regulatory approval processes, taxation of

LV290,LV363-LV371-31725

property and environmental legislation), changes in governments and the political environment in the jurisdiction where the real estate is located, and sensitivity to interest rates, among other factors.

F. The Purchaser acknowledges having had the opportunity to review this Agreement and its schedules with its advisors and to conduct such due diligence investigations as the Purchaser deemed appropriate with respect to all matters pertaining to the Property and to the Vendor.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. SALE OF UNDIVIDED BENEFICIAL INTEREST IN LAND

1.1 The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser a 10/578TH undivided beneficial interest in the Property (the "**Purchaser's Land Interest**").

1.2 The Purchaser's Land Interest will be identified by the following designated identification number: LV290,LV363-LV371

2. . PURCHASE PRICE

2.1 The Purchaser shall pay the aggregate sum of Ten Thousand Dollars of lawful money of Canada (C$10,000) for each 1/578TH undivided beneficial interest in the Property upon execution of this Sale and Purchase Agreement, of which Nine Thousand Five Hundred Dollars (C$9,500) of lawful money of Canada will be paid on account of the purchase price for such interest, and Five Hundred Dollars (C$500) of lawful money of Canada will be paid into a segregated account known as the "Concept Planning Fund" (the "**Concept Planning Fund**") to be used to defray costs, expenses and fees to be incurred in connection with the Property, as more particularly hereinafter described and as described in the Co-Owners Agreement (as such term is hereinafter defined).

2.2 The Purchaser hereby agrees to purchase the Purchaser's Land Interest for a total purchase price of NINETY FIVE THOUSAND DOLLARS ONLY of lawful money of Canada (C$95,000.00) (the "**Purchase Price**"), and to pay the amount of FIVE THOUSAND DOLLARS ONLY of lawful money of Canada (C$5,000.00) into the Concept Planning Fund (the "**Concept Planning Fund Contribution**"). All references in this Agreement to payments of money being made shall mean lawful money of Canada.

2.3 The Purchase Price excludes applicable harmonized sales tax (the "**HST**") pursuant to the *Excise Tax Act*, R.S.C. 1985, c E-15, as amended (the "**ETA**") and the Purchaser agrees to pay the HST in addition to the Purchase Price and the Concept Planning Fund Contribution, unless the Purchaser has obtained and inserted (or instructed to be inserted) its HST registration number set forth below on the signing page of this Agreement, below its signature, prior to acceptance of this Agreement by the Vendor, in which case the Purchaser hereby represents and warrants that it is a registrant for HST purposes under the provisions of the ETA, under such registration number.

2.4 Included in the Purchase Price and the Concept Planning Fund Contribution, the Purchaser shall be responsible for the payment of land transfer tax ("**LTT**") under

the *Land Transfer Act*, R.S.O., c L.6. as amended (the "**LTTA**"), in the amount of SEVEN HUNDRED SEVENTEEN DOLLARS AND EIGHTY TWO CENTS of lawful money of Canada (C$717.82).

2.5 The Purchaser covenants to pay, make and submit all necessary payments, filings and remittances within the time periods required therefor under the provisions of the ETA, if applicable, and the LTTA, and the regulations thereunder. The Purchaser hereby authorizes the Vendor on behalf of the Purchaser and with the Purchaser's funds, to make any and all payments, filings and remittances within the time periods required therefore under the provisions of the ETA relating to HST, if applicable, and under the provisions of the LTTA relating to LTT required to be made by the Purchaser arising from its acquisition of the Purchaser's Land Interest. While the Vendor agrees to assist the Purchaser in submitting such payments, remittances and filings, for greater certainty, nothing herein contained shall oblige the Vendor to make any payments or remittances from its own resources or funds and all such payments and remittances and filings shall be the Purchaser's obligation.

2.6 Funds in the Concept Planning Fund shall be applied towards defraying future costs of every nature and kind related to the Property, including property management costs, costs, fees, and services incurred in connection with planning activities, development submissions, subdivision applications, operational costs and all other activities and matters concerning or related to the Property, as determined by the Operator (as such term is defined in the Co-Owners Agreement) which would be incurred by or on behalf of the Purchaser as a Co-Owner. The Concept Planning Fund is intended to be a deposit account. The Purchaser's proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Purchaser following completion of the sale of the Property. The Purchaser's proportionate share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of the Co-Owners Agreement) will be paid by the Purchaser (in its capacity as a Co-Owner) and deducted from its proportionate share of any sale proceeds receivable by it, if and when the Property is sold or otherwise disposed of.

3. PAYMENT OF THE PURCHASE PRICE

3.1 The Purchaser hereby agrees that the Purchase Price, the Concept Planning Fund Contribution, and all other amounts due and payable hereunder, shall be paid to the Vendor on the Closing Date (as hereinafter defined). Following the Closing Date, the Vendor shall deliver the Concept Planning Fund Contribution to the Operator for deposit into the Concept Planning Fund.

3.2 All payments of the Purchase Price, the Concept Planning Fund Contribution, and such other amounts shall be made through the appointed agent (the "**Vendor's Agent**"), the Vendor's authorised agent and representative in the jurisdiction of residence of the Purchaser, and the Vendor hereby directs the Purchaser to make all such payments to the Vendor's Agent, who is authorised by the Vendor to acknowledge receipt of the Purchase Price and other amounts paid hereunder.

4. CLOSING DATE, DELIVERIES, COSTS, NON-MERGER

4.1 The date on which this Agreement is signed by the Purchaser and is accepted and signed by the Vendor and the Nominee shall be the "**Closing Date**". On the Closing Date, in addition to delivering the Purchase Price and this Agreement, the Purchaser agrees to deliver to the Vendor's Agent a copy of the Co-Owners Agreement signed by the Purchaser.

LV290,LV363-LV371-31725

4.2 Within ninety (90) days after the Closing Date, the Vendor agrees to deliver to the Purchaser the following documents (the "**Closing Documents**"):

(a) this Agreement, duly executed by the Vendor and the Nominee;

(b) a Declaration of Trust (as hereinafter defined), duly executed by the Nominee; and

(c) the Co-Owners Agreement (as hereinafter defined), duly executed by the Nominee and Operator (as therein defined).

4.3 The Vendor shall pay for the cost of drafting and/or settling the Closing Documents. The Vendor shall not be obligated to pay any other costs associated with the purchase of the Purchaser's Land Interest.

4.4 This Agreement shall be irrevocable by the Purchaser for a period of 120 days following its execution and delivery to the Vendor or the Vendor's Agent. This Agreement shall only become binding upon the Vendor and the Nominee following the Vendor and the Nominee having each accepted this Agreement as signified by its respective execution of this Agreement where indicated below.

4.5 All representations, warranties and covenants of the Purchaser as set out in this Agreement shall not merge upon closing but shall survive closing and the Closing Date.

5. VENDOR REPRESENTATIONS AND WARRANTIES

5.1 The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in completing the sale and purchase transaction contemplated in this Agreement:

(a) the Vendor is the beneficial owner of the Purchaser's Land Interest with good and marketable title thereto, subject to Section 6.1;

(b) registered title to the Property and beneficial title to the Purchaser's Land Interest shall be good and marketable and clear and free from all mortgages, charges and financial liens on the Closing Date;

(c) the Vendor has the right, power and authority to sell the Purchaser's Land Interest as contemplated in this Agreement;

(d) the Vendor is a corporation properly constituted and in good standing under the laws of the Province of Ontario and the laws of Canada applicable therein; and

(e) the Vendor is not now and on the Closing Date will not be a non-resident of Canada within the meaning of the *Income Tax Act* (Canada), R.S.C. 1985, c.1 (5th Supp.), as amended from time to time.

6. EASEMENTS, LIENS, REGISTERED AGREEMENTS

6.1 Other than any mortgage, charge or financial lien which the Vendor is required to discharge pursuant to this Agreement, registered title to the Property, and beneficial title to the Purchaser's Land Interest, shall be subject to all other liens and encumbrances registered

LV290,LV363-LV371-31725

on title to the Property on the Closing Date or which may be registered against the title to the Property after the Closing Date, including those registered in connection with the rezoning or development process relating to the Property, and including, without limitation, agreements with the applicable municipality or region, agreements with public regulated utilities, easements for the supply of domestic utility or telephone services to the Property or properties which are adjacent to the Property, easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the Property or its proposed development, other registered restrictions or covenants that run with the lands, and the restrictions and reservations in the Crown patent.

7. PURCHASER(S)' REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 The Purchaser represents and warrants to and covenants in favour of the Vendor as follows:

(a) there are no liens, mortgages, judgements, executions or other encumbrances, related to or attaching to the Purchaser's Land Interest or any part thereof;

(b) the Purchaser shall keep the Purchaser's Land Interest and every part thereof free and clear of all liens, mortgages, other encumbrances, judgements or executions. The Purchaser warrants and represents that all such liens, mortgages, judgements, executions other encumbrances, if any, shall be discharged and removed forthwith at the Purchaser's sole cost and expense and the Purchaser shall hold harmless the Vendor and all other beneficial owners of undivided interests in the Property from time to time against any and all claims, liabilities, actions, cause of actions, charges, demands and costs, including solicitors fees in connection therewith; and

(c) the Purchaser will not register or cause to be registered this Agreement, the Co-Owners Agreement, notice of this Agreement, notice of the Co-Owners Agreement, notice of the Purchaser's Land Interest, or any caution against title to the Property and the Purchaser shall forthwith remove and discharge any such registration at its costs and expense, failing which the Vendor may do so at the cost and expense of the Purchaser.

7.2 The foregoing warranties, representations and covenants of the Purchaser shall not merge on closing but shall survive closing and the Closing Date.

8. PURCHASER(S)' PARTICULARS, NATURE OF VESTING OF BENEFICIAL TITLE

8.1 The Purchaser agrees and confirms that the personal information provided in Schedule "A" annexed hereto is true, accurate and complete and agrees to inform the Vendor in writing forthwith of any change in any of the information therein provided.

8.2 If there is more than one person that comprises the Purchaser, then the Purchaser's Land Interest will be held as joint tenants with right of survivorship unless the box below is initialled by the Purchaser in which case the Purchaser's Land Interest will be deemed to be held as tenants-in-common, in the percentages noted therein.

LV290,LV363-LV371-31725

[ ] Purchaser elects to hold Purchaser's Land Interest as tenants- in -common and not as joint tenants, as follows: _____ as to ___%, _____ as to ____%.

9. PRESENT STATE AND CONDITION OF PROPERTY

9.1 The Purchaser hereby agrees that the purchase of the Purchaser's Land Interest is on an "as is, where is basis" with no representations or warranties whatsoever made by the Vendor, other than as expressly set out in this Agreement.

10. TITLE INSURANCE

10.1 The Nominee as registered owner of the Property obtained title insurance upon acquiring the Property (the "**Title Insurance Policy**") in such form and in such amount and with such stipulations, limitations and qualifications respecting coverage as it deemed appropriate.

11. NOMINEE AS BARE TRUSTEE; DECLARATION OF TRUST

11.1 The Purchaser acknowledges that the registered title to the Property is held by the Nominee, as nominee and bare trustee for the Vendor to the extent of its undivided beneficial interest in the Property, and as nominee and bare trustee for others to the extent of their respective undivided beneficial interests in the Property, and that on completion of the transaction herein contemplated the Nominee will hold the registered title to the Property to the extent of the Purchaser's Land Interest as nominee and bare trustee for the Purchaser and others to the extent of their respective undivided beneficial interests in the Property.

11.2 The mailing address of the Nominee for receiving notices shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee may change its mailing address from time to time by giving notice in writing to that effect pursuant to the notice provisions contained in the Co-Owners Agreement.

11.3 The Nominee agrees to execute and deliver to the Purchaser a declaration of trust (the "**Declaration of Trust**") wherein it will confirm that, from and after the Closing Date, it is holding the title to the Property for and on behalf of the Purchaser, to the extent of the Purchaser's Land Interest, in the place and stead of the Vendor.

11.4 The Purchaser acknowledges that the registered title to the Property shall at all times be in the name of the Nominee.

12. NO RIGHT TO USE, OCCUPY OR ACCESS

12.1 The Purchaser agrees that it hereby waives all rights of use, occupation and rights of access to the Property, and any part thereof, in order to facilitate the future rezoning and ultimate subdivision and re-development of the Property, for the benefit of all Co-Owners. The provisions of this Section 12 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date.

13. CO-OWNERS AGREEMENT

13.1 The Purchaser agrees that concurrent with its execution and delivery of this Agreement, the Purchaser shall execute and deliver the agreement or a counterpart of the co-

LV290,LV363-LV371-31725

owners agreement, a draft copy of which is annexed hereto as Schedule "C" (the "**Co-Owners Agreement**").

13.2 The Co-Owners Agreement shall govern, amongst other things, the following:

(a) the rights and obligations of the Purchaser, as owner and any other owners of undivided beneficial interests in the Property;

(b) any future sale, financing and/or development of the Property;

(c) procedures for consent and approvals by the Co-Owners (as such term is defined in the Co-Owners Agreement);

(d) appointing the Operator (as such term is defined in the Co-Owners Agreement) for and on behalf of the Co-Owners;

(e) the rights and obligations of the Operator of the Property;

(f) the obligation of the Nominee as registered holder of the title to the Property for an on behalf of the Co-Owners;

(g) the right to transfer or assign the Purchaser's Land Interest or any part thereof and the terms conditions to be satisfied with respect to any such assignment or transfer; and

(h) such other matters as are therein contained.

13.3 The Vendor shall not be obligated but shall have the right to retain an undivided beneficial interest in the Property to such extent as it may in its absolute discretion deem appropriate and thus be a co-owner thereof and with respect to such undivided beneficial interest it shall be subject to the terms of the Co-Owners Agreement and entitled to exercise the rights of a Co-Owner.

14. SUBDIVISION CONTROL PROVISIONS

14.1 The Vendor agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and this Agreement shall be effective to create an interest in the Property provided that the provisions of the *Planning Act* (Ontario) are complied with in connection with the transaction of sale and purchase of the Purchaser's Land Interest.

15. NO REPRESENTATIONS, WARRANTIES OR ADVICE

15.1 The Purchaser acknowledges that none of the Vendor, the Nominee, the Vendor's Agent nor anyone acting on its or their behalf has made any representations or warranties except as are expressly set forth in this Agreement or the Co-Owners Agreement, nor given any advice respecting the tax treatment relating to the purchase or disposition of the Purchaser's Land Interest or any part thereof or the Property, nor as to the timing of sale, rezoning or development of the Property nor with respect to any potential or anticipated profit to be derived or derivable from the Purchaser's Land Interest or the Property.

15.2 The Purchaser has been urged and advised to consult with the Purchaser's own respective advisors including legal and tax advisors, with respect to the purchase and other matters pertaining to the Property and the Purchaser's Land Interest and the Closing Documents.

LV290,LV363-LV371-31725

16. SOURCE OF FUNDS

16.1 The Purchaser hereby represents, warrants, confirms and acknowledges that the source of the Purchaser's funds:

(a) are not derived directly or indirectly from any crime;

(b) are not linked directly or indirectly to any terrorists or against anti terrorist laws;

(c) are not embargoed funds; and

(d) are not obtained in violation of any laws or seeking to escape or avoid any tax laws;

16.2 The Purchaser covenants that all payments and remittances shall strictly comply , at its own expense, with all regulatory or exchange control provisions in force on the Closing Date and applicable to this Agreement.

16.3 The provisions of this Section 16 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date.

17. NOTICES

17.1 All notices required hereunder shall be in writing and in the English language and may be served either personally upon the parties or by electronic transmission namely by fax or email addressed to the Parties at their respective last known addresses, fax number or email address.

18. HEIRS, ASSIGNS, ETC.

18.1 This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective heirs , administrators, executors, successors and permitted assigns; provided that, the Purchaser shall not be entitled to assign this Agreement or any of its rights hereunder without the prior written approval of the Vendor, which approval may be withheld in its absolute discretion.

19. SUPERCEDING AGREEMENT

19.1 This Agreement shall supercede any and all previous discussions, representations, agreements or understandings made by or on behalf of either of the parties hereto for or relating to the purchase and sale of the Purchaser's Land Interest.

20. SCHEDULES

20.1 Schedules "A", "B" and "C" annexed hereto form an integral part of this Agreement and shall be read together with this Agreement.

21. COUNTERPARTS

21.1 This Agreement may be executed in any number of counterparts and by original or facsimile signature with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement.

LV290,LV363-LV371-31725

22. LAWS AND JURISDICTION-ONTARIO

22.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

23. CAPTIONS

23.1 The captions of the sections of this Agreement are for convenience only and do not amplify or limit in any way the provisions hereof.

24. EFFECT OF PARTIAL INVALIDITY ON THIS AGREEMENT

24.1 In the event that any provision of this Agreement is illegal, void or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

25. FACSIMILE DOCUMENTS

25.1 The parties agree to accept facsimile executed documents, including Closing Documents, as if they were originally signed documents.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SET OUT BELOW.

WITNESSED BY:

DATE OF EXECUTION: 2012-06-04

THE PURCHASER

CHIAKI HAYASHI	AKIKO KOBAYASHI
Print Name of Witness	Print Name of Purchaser
✓ SIGNATURE OF WITNESS 林一千秋	SIGNATURE OF PURCHASER 小林昭子 ★
Signature of Witness	Signature of Purchaser
Witness Identification Number	HST Number: 85235 8449 RT0001

LV290,LV363-LV371-31725

✓

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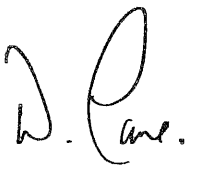
DATE OF EXECUTION: 2012-8-17
THE VENDOR:
TSI-LV INTERNATIONAL CANADA INC.

Per: 

Name:
Title:
HST Number: BN854998895RT0001

I/We have the authority to bind the Corporation.

DATE OF EXECUTION: 2012-8-17

THE NOMINEE:
LONDON VALLEY INC.

Per:

Name:
Title:
I/We have the authority to bind the Corporation.

SCHEDULE "A" – PURCHASER(S) PARTICULARS

Information Concerning Purchaser(s):

1. PURCHASER:

Full Name: AKIKO KOBAYASHI

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: 413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Home Telephone: 81-776-27-5321 Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: _____

Country of Birth: JAPAN

The following have been provided to the Vendor:

(✓) Driver's Licence ( ) Passport ( ) Other_____

2. Second or additional person as Purchaser:

Full Name: _____

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: _____

Home Telephone: _____ Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: _____

Country of Birth: _____

The following have been provided to the Vendor:

( ) Driver's Licence ( ) Passport ( ) Other_____

SCHEDULE "B" – PROPERTY and NOMINEE

LEGAL DESCRIPTION OF PROPERTY

Lands and premises located on 5318 Colonel Talbot Road, in the city of London, in the province of Ontario, in the Country of Canada and legally described as Part Lot 63 ETR as in WU28828, except WU30493, WU45704, WU49601, WU80146, 299895, 106748, 88711, CM168; subject to 340398. WU45704; London/Westminster

REGISTERED HOLDER OF LEGAL TITLE TO PROPERTY

LONDON VALLEY INC.

Office: 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3

Tel No: 1-905-602-7463

Fax No: 1-905-602-7460

SCHEDULE "C" – CO-OWNERS AGREEMENT

LV290,LV363-LV371-31725

UNIT IDENTIFICATION NO. LV290,LV363-LV371

CO-OWNERS AGREEMENT

LONDON VALLEY INC.

THIS CO-OWNERS AGREEMENT is dated the 9TH day of November, 2011.

BETWEEN:

AKIKO KOBAYASHI,

Identification:DRIVER'S LICENSE (527730357761)

Address:413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

(hereinafter referred to as the "**Purchaser**")

-and-

LONDON VALLEY INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Nominee**")

-and-

TSI-LV INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Vendor**")

-and-

LV CAPITAL MANAGEMENT INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Operator**")

-and-

All other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of this Agreement

(hereinafter collectively referred to as the "**Co-Owners**")

WHEREAS:

1. Pursuant to a Sale and Purchase Agreement, the Vendor has sold to the Purchaser, and the Purchaser has purchased from the Vendor, an undivided beneficial interest in the Property;

2. The Nominee is the registered owner of the Property and has agreed to hold the Property as nominee and bare trustee for and on behalf of the Co-Owners from time to time;

3. Every purchaser of an undivided beneficial interest in the Property is required to execute and deliver a counterpart of this Agreement and shall be bound as a Co-Owner pursuant thereto; and

LV290,LV363-LV371-31725

4. This Agreement sets forth the provisions which govern the Co-Owners' ownership of undivided beneficial interests in the Property and any future sale, financing and/or development with the Property and their respective undivided beneficial interests therein.

NOW THEREFORE in consideration of the payment of the sum of One Dollar ($1.00) and other good and valuable consideration now paid by each party to the other, the receipt of which is hereby acknowledged, and of the premises and the mutual covenants herein contained, the parties hereto hereby covenant and agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall be deemed to have the following meanings:

(a) "**ASPE**" shall have the meaning ascribed thereto in Section 16 of this Agreement;

(b) "**Additional Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(c) "**this Agreement**", "**hereof**", "**herein**," "**hereunder**" and words to like effect, refer to this Co-Owners Agreement as a whole and not to any particular provision, as it may be amended, supplemented and/or restated from time to time;

(d) "**Business Day**" means any day of the week other than a Saturday, Sunday or a day which is a statutory holiday, in Ontario, Canada;

(e) "**Concept Planning Fund**" shall have the meaning ascribed thereto in Section 18 of this Agreement;

(f) "**Co-Owners**" means the owners from time to time of Interests and who have signed a counterpart of this Agreement, and shall include the Purchaser, as well as the Vendor to the extent that it retains any Interest, and "**Co-Owner**" means any of the Co-Owners;

(g) "**Co-Owners Record**" has the meaning ascribed thereto in Section 11 of this Agreement;

(h) "**CRA**" means the Canada Revenue Agency, established pursuant to the *Canada Revenue Agency Act*, S.C. 1999, c. 17, which administers tax laws of Canada, including under the *Income Tax Act*, for the Government of Canada;

(i) "**Declaration of Trust**" means the declaration of trust executed by the Nominee concurrently with the completion by a Co-Owner of the purchase from the Vendor of an Interest and pursuant to which the Nominee declares and confirms that it holds registered title to the Property in trust for and on behalf of such Co-Owner, to the extent of such Co-Owner's respective Interest. For greater certainty, "**Declaration of Trust**" includes the declaration of trust executed by the Nominee upon the completion by a Co-Owner of the Transfer of an Interest to a transferee in accordance with the provisions of this Agreement, and includes the declaration of trust executed by the Nominee in favour of the Vendor at the time of its acquisition of the Property;

(j) "**Designated Person**" shall have the meaning ascribed thereto in Section 10 of this Agreement;

LV290,LV363-LV371-31725

(k) "**Dispute**" shall have the meaning ascribed thereto in Section 31 of this Agreement;

(l) "***Excise Tax Act***" means the *Excise Tax Act* (Canada), as amended from time to time, including the regulations made pursuant thereto;

(m) "**HST**" means the harmonized sales tax payable pursuant to the *Excise Tax Act*, including the Province of Ontario's portion thereof;

(n) "***Income Tax Act***" means the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.), as amended from time to time, including the regulations made pursuant thereto;

(o) "**Initial Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(p) "**Interest**" means the undivided beneficial interest in the Property purchased by a Co-Owner pursuant to a Sale and Purchase Agreement, and includes any undivided beneficial interest in the Property continued to be owned by the Vendor, and "**Interests**" means every Interest;

(q) "***Land Transfer Tax Act***" means the *Land Transfer Tax Act*, R.S.O. c.L.6, as amended;

(r) "**LTT**" means the land transfer tax payable pursuant to the *Land Transfer Tax Act*;

(s) "**Net Income**" shall have the meaning attributed thereto in Section 6(j) of this Agreement;

(t) "**Notice Requisitioning an Ordinary Resolution**" shall have the meaning attributed thereto in Section 8 of this Agreement;

(u) "**Notice Requisitioning a Special Resolution**" shall have the meaning attributed thereto in Section 10 of this Agreement;

(v) "**Offer**" shall have the meaning attributed thereto in Section 19 of this Agreement;

(w) "**Operator**" means LV Capital Management Inc., or the Designated Person that may be appointed as the Operator's replacement as determined in accordance with Section 10 of this Agreement;

(x) "**Ordinary Resolution**" means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 51% of the aggregate Interests in the Property;

(y) "**Planning Activities**" means the reports, plans, studies, audits, assessments, investigations, legal proceedings, procedures, filings, submissions, applications and/or any other actions taken or made in respect of or in furtherance of the rezoning of, or other land use planning matters related to, the Property;

(z) "**Property**" means the real property legally described on Schedule "1" annexed hereto;

(aa) "**Retained Interest**" shall have the meaning attributed thereto in Section 23 of this Agreement;

(bb) "**Sale and Purchase Agreement**" means the agreement of sale and purchase, or an agreement substantially in the form of the agreement of sale and purchase, entered into

LV290,LV363-LV371-31725

between the Vendor, as vendor, and each Co-Owner (other than the Vendor), as purchaser, pursuant to which each Co-Owner agreed to acquire its respective Interest in the Property. **"Sale and Purchase Agreements"** means every Sale and Purchase Agreement;

(cc) **"Special Resolution"** means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 85% of the aggregate Interests in the Property;

(dd) **"Transfer"** shall have the meaning ascribed thereto in Section 11 of this Agreement; and

(ee) **"Vendor"** means TSI-LV International Canada Inc.

2. INTERPRETATION

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) the division of this Agreement into Articles, paragraphs, subparagraphs and schedules and the insertion of headings are provided for convenience only and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;

(b) all references to currency herein are references in Canadian dollars;

(c) any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto;

(d) any reference to an entity shall include and shall be deemed to be a reference to any entity that is a successor to such entity;

(e) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

3. TITLE

Legal title to the Property shall be held in the name of the Nominee, which shall hold such title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Vendor, to the extent of its Retained Interest, if any.)

4. MAILING ADDRESSES

The mailing address of the Nominee, the Vendor and the Operator shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee, the Vendor and/or the Operator may change its mailing address from time to time by giving notice in writing to that effect to all Co-Owners, pursuant to the notice provisions contained in this Agreement.

LV290,LV363-LV371-31725

5. REPRESENTATIONS AND WARRANTIES OF THE NOMINEE AND OPERATOR

(a) The Nominee represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite power, capacity and corporate authority to act as nominee and to perform its obligations under this Agreement;

(iii) it shall not carry on any business other than for the purposes set forth in this Agreement;

(iv) it holds and shall continue to hold legal title to the Property as nominee and bare trustee for and on behalf of each Co-Owner to the extent of each Co-Owner's Interest; and

(v) it shall only deal with the Property in the manner and as provided for in this Agreement.

(b) The Operator represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite capacity and corporate authority to act as Operator, and to perform its obligations under this Agreement; and

(iii) it shall comply with its obligations as provided for in this Agreement.

6. OPERATION AND MANAGEMENT OF THE PROPERTY

The Co-Owners hereby appoint the Operator and the Operator hereby accepts the appointment as the operator and manager of the Property and agrees to undertake such Planning Activities as the Operator may determine in its discretion, acting reasonably, are required to rezone the Property to such use or uses as the Operator shall determine, acting reasonably, and in the best interest of the Co-Owners. The Operator agrees to carry out such Planning Activities and to operate and manage the Property in good faith and in the best interest of the Co-Owners. The Operator agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and to proceed diligently to make all necessary applications to rezone the Property to such use or uses as the Operator shall determine, in its reasonable discretion, and to use its reasonable commercial efforts, at the cost and expense of the Co-Owners, with such costs to be defrayed out of the Concept Planning Fund initially, to obtain all necessary approvals and consents from applicable governmental authorities in connection therewith. Subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have such general powers and authority to administer, manage, control, operate, finance, refinance, develop, lease, grant easements and other rights in, under and over, the Property and to do any act, take any proceeding, make any decision and execute and deliver any instrument, deed, agreement, affidavit or document necessary for or incidental to any of the foregoing, for and on behalf and in the name of the Co-Owners, or as the Co-Owners may so direct by Special Resolution. No person dealing with the Operator

LV290,LV363-LV371-31725

will be required to enquire into the authority of the Operator to do any act, take any proceeding, make any decision or execute and deliver any instrument, deed, agreement or document for or on behalf or in the name of the Co-Owners.

Without limiting the generality of the foregoing provisions of this Section 6., but subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have the following specific powers and authorities without further authority or approval from the Co-Owners:

(a) to engage such professional advisers and consultants as the Operator considers advisable in order to perform its duties hereunder;

(b) to open and operate one or more bank accounts in its name, as agent for the Co-Owners in respect of the Property with a Canadian chartered bank or trust company, into which the Operator may deposit all rentals, if any, and other income earned from the Property (if any) (which for greater certainty shall not include the Concept Planning Fund), and out of which account(s) all expenses properly relating to the Property shall be paid, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of such funds to cover all such expenses;

(c) to execute, deliver and carry out all other agreements which require execution by or on behalf of the Co-Owners with respect to the Property, including without limitation, any agreements required by any governmental or statutory authority having jurisdiction over or with respect to the Property, development agreements, site plan agreements, cost sharing agreements, easements and rights of way;

(d) to enter into lease and/or tenancy arrangements in respect of the Property or any part thereof and to collect all rentals and other income therefrom, if any, provided that nothing herein shall constitute a guarantee by the Operator of the payment of any rent by tenants;

(e) to pay all taxes, fees and other expenses relating to the orderly maintenance and management of the Property out of the Concept Planning Fund, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of funds to cover all such expenses;

(f) to commence or to defend on behalf of the Co-Owners, the Nominee, or itself, any and all actions and other proceedings pertaining to the Property or to the Co-Owners;

(g) to determine the amount and type of insurance coverage, if any, to be maintained in order to protect the Property and the Co-Owners from all usual perils of the type covered in respect of comparable properties and in order to comply with the requirements of any lenders of funds;

(h) to retain, employ and pay and discharge on behalf of the Co-Owners all servants, employees, advisors, consultants and/or contractors necessary to be retained for the management and operation of the Property, including, without limitation, for matters relating to its rezoning and development;

(i) to contract on behalf of the Co-Owners for water, gas, electricity and other utility services and commodities, including cable and telephone services necessary for the development, operation and maintenance of the Property; and

LV290,LV363-LV371-31725

(j) to distribute the Net Income from the ownership, operation, use, financing, refinancing, and/or sale of the Property (if any) to each Co-Owner, proportionate to its respective Interest. For the purposes of this Agreement, "**Net Income**" shall mean the gross receipts (which, for greater certainty, shall not include the Concept Planning Fund) derived in any way from dealing with the Property, received by or on behalf of the Co-Owners from the ownership, operation, use, leasing, financing, refinancing, sale of, and/or development and/or any other dealing with of the Property, minus the aggregate of all proper expenses and charges incurred in connection therewith, calculated on an accrual basis, including:

(i) payment of principal and interest owing to mortgagees or other encumbrancers, or other lenders;

(ii) realty taxes, property tax assessments, charges or levies made by any duly constituted governmental or statutory authority, due and owing and secured by a right or apparent right to claim a lien or charge upon the Interests, or any of them, or the Property, and money due and owing from improvements to the Property secured by a lien or charge in favour of materialmen or workmen or trade contractors or other like persons or corporations upon the Interests, or any of them, or the Property;

(iii) all costs and expenses of any sale, financing or refinancing;

(iv) all development costs and expenses;

(v) all costs and expenses of operating, maintaining, leasing, managing, using, and/or developing the Property, and the costs and expenses of repair;

(vi) lighting, electricity and public utilities costs and expenses;

(vii) professional fees reasonably attributed to the Property, its operation, use, financing, refinancing, sale and/or development;

(viii) all other costs, expenses or disbursements which are properly attributable to the Property, except payments to the Co-Owners on account of capital or distribution of Net Income; and

(ix) reserves in such amount as deemed appropriate by the Operator from time to time, including without limitation for the purposes of replacement of major equipment, major renovations and repairs, leasehold improvements, marketing costs and any other reserves normally required for the prudent operation, use, financing, refinancing, sale and/or development of a like property.

Each Co-Owner shall have a proportionate beneficial interest in all of the gross cash receipts derived from the Property and shall be responsible for its proportionate share of the expenses and charges incurred in connection with the Property, in each case proportionate to its respective Interest. Each Co-Owner hereby irrevocably directs the Operator to pay its proportionate share of such expenses and charges out of its proportionate share of such gross cash receipts, as well as out of the Concept Planning Fund.

Each Co-Owner hereby confirms and acknowledges that neither the Operator nor any of its officers, directors, employees, advisors, consultants, agents or representatives has made any warranty or representation, or given any advice:

LV290,LV363-LV371-31725

(k) as to or in respect of the tax treatment of the purchase, disposition or holding of the Interest by a Co-Owner; or

(l) as to the timing of the rezoning or sale or development of the Property or the returns attainable by the Co-Owners upon a sale or lease of or other dealing with the Property.

Each Co-Owners acknowledges that he has been advised to seek his own independent legal and tax counsel prior to entering into a Sale and Purchase Agreement and this Agreement.

7. AUTHORITY TO WITHHOLD

The Operator is authorized to withhold any amounts required to be withheld from any distribution or other payment to a Co-Owner pursuant to the provisions of the *Income Tax Act* and to make payment of any such amount on behalf of a Co-Owner to the CRA, on account of taxes as may be required by law.

8. POWERS EXERCISABLE BY ORDINARY RESOLUTION

Notwithstanding anything to the contrary contained in this Agreement, the following powers shall only be exercisable by the Operator after an Ordinary Resolution is passed by the Co-Owners:

(a) approving the sale or exchange of all or any part of the Property (other than the sale of Interests by the Operator pursuant to Sale and Purchase Agreements);

(b) approving a proposal or plan to develop the Property;

(c) subject to Section 17, consenting to the amendment of this Agreement, provided that, no amendment to this Agreement shall impose or increase any financial or other obligations upon any of the Nominee of the Operator, or in any way adversely affect the Nominee or the Operator, without the prior written approval of the Nominee or the Operator, as the case may be;

(d) approving or ratifying the making of an Additional Advance by the Operator, in accordance with Section 18; or

(e) requiring that the financial statements for the Property be audited.

Other than a matter which under the terms of this Agreement requires a Special Resolution, the Operator may at any time and from time to time by notice in writing to all Co-Owners substantially in the form annexed hereto as Schedule "2" (the "**Notice Requisitioning an Ordinary Resolution**") request the Co-Owners to consider and approve any matter relating to the Property not requiring a Special Resolution. The Notice Requisitioning an Ordinary Resolution shall specify with reasonable detail the matter to be approved by the Co-Owners.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution. If the Operator fails to deliver such Notice Requisitioning an Ordinary Resolution within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or a group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the

LV290,LV363-LV371-31725

Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution which the Operator failed to deliver within the time provided in this Section 8 for the Operator to do so.

9. POWERS EXERCISABLE BY SPECIAL RESOLUTION

The following powers shall only be exercisable by Special Resolution passed by the Co-Owners:

(a) terminating the appointment of the Operator and appointing a new Operator from time to time, in accordance with the provisions of Section 10;

(b) instituting or continuing an action or suit against the Operator for damages based upon the fraud or gross negligence of the Operator in the performance of its obligations under this Agreement;

(c) requiring the Operator to remove the incumbent independent firm of chartered accountants qualified in Canada appointed pursuant to Section 16 and requiring the Operator to appoint a replacement; or

(d) apppointing a replacement for the Nominee in the event that the Nominee should be wound up or dissolved or be declared a bankrupt, such replacement to hold legal title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Operator if it retains any Retained Interest.)

10. CONTROL AND AUTHORITY VESTS WITH CO-OWNERS

The Co-Owners may by Special Resolution terminate and remove the Operator (in its capacity as Operator and not as a Co-Owner)and appoint a new Operator in its place and stead. Such new Operator shall be bound by all of the terms of this Agreement and shall execute an agreement confirming that it is bound under this Agreement as if it was an original signatory thereto.

Upon termination, the Operator terminated shall forthwith upon request of the person designated in the Special Resolution as the replacement Operator (the "**Designated Person**") do the following:

(a) deliver all agreements, documents, instruments, books and records and writings relating to the Property in its possession to the Designated Person, including, without limitation, the Co-Owners Record;

(b) execute and deliver such consents, acknowledgements and assignments pertaining to the Property and any Planning Activities as the Designated Person may require;

(c) cause its representatives on the board of directors of the Nominee to execute resignations as directors and officers forthwith after being required to do so by the Designated Person, provided the Nominee shall continue to indemnify such directors and officers in accordance with its by-laws in existence at the date hereof;

(d) execute and deliver a release in form and content satisfactory to the Designated Person, acting reasonably, releasing the Nominee and the Co-Owners from any liability, provided that: (i) the release by the Operator shall not release the Co-Owners from their obligation to continue to indemnify the Operator pursuant to Section 21 hereof; and (ii) the

LV290,LV363-LV371-31725

Operator receives a release in form and content satisfactory to the Operator, acting reasonably, executed by the Nominee and by the Designated Person for and on behalf of itself and each of the Co-Owners, releasing the Operator from any liability, and the Co-Owners expressly acknowledge and agree that the Designated Person shall have the power and authority to deliver such release, without any further approval or authorization required from the Co-Owners;

(e) do all things necessary and execute all necessary documents to effect the change of shareholders of the Nominee as directed by the Designated Person; and

(f) otherwise co-operate and assist to carrying out and giving effect to each of the actions set out in Section 10(a), (b), (c), (d) and (e) above.

The Operator may at any time and from time to time by notice in writing, substantially in the form annexed hereto as Schedule "3" (the "**Notice Requisitioning a Special Resolution**") to all Co-Owners, request the Co-Owners to consider and approve any matter relating to the Property requiring a Special Resolution pursuant to the terms of this Agreement. The Notice Requisitioning a Special Resolution shall specify with reasonable detail the matter to be considered and approved by Special Resolution.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning a Special Resolution with respect to any matter relating to the Property, including any matter requiring a Special Resolution pursuant to this Agreement. If the Operator fails to deliver such Notice Requisitioning a Special Meeting within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the Notice Requisitioning a Special Resolution which the Operator failed to deliver within the time provided in this Section 10 for the Operator to do so.

11. CO-OWNERS RECORD AND TRANSFERS OF INTEREST

The Operator shall record and at all times maintain and keep up to date a record of the names, addresses and other contact information for the Co-Owners, and the Interest held by each of the Co-Owners as well as particulars of any Transfer of Interests (collectively, the "**Co-Owners Record**").

No Co-Owner shall sell, transfer, assign, mortgage, pledge, grant a security interest or otherwise encumber or dispose of its Interest in the Property (each, a "**Transfer**"), except in compliance with any applicable requirements of the *Securities Act* (Ontario) and any other applicable legislation and otherwise in accordance with the provisions of this Agreement, if and to the extent required.

A Co-Owner may Transfer an Interest or part thereof provided that such Co-Owner complies and satisfies each of the following conditions:

(a) the transferor first delivers to the Operator an original or notarial copy of the executed document or instrument effecting the Transfer which shall be in such form as may be acceptable to the Operator, acting reasonably;

(b) the transferee agrees in writing and in such form as may be acceptable to the Operator, to be bound by the terms of this Agreement and upon completion of the Transfer to

LV290,LV363-LV371-31725

assume the obligations of the transferor under this Agreement in respect of the Interest subject to the Transfer;

(c) the transferor delivers or causes to be delivered to the Operator a direction addressed to both the Nominee and the Operator, in form and substance satisfactory to the Operator and the Nominee, directing the Nominee to execute and deliver a Declaration of Trust for the Interest subject to the Transfer in favour of the transferee;

(d) the transferee pays such costs, expenses and disbursements, including legal fees, as are reasonably incurred by the Operator by reason of the Transfer;

(e) the transferee pays all applicable HST pursuant to the *Excise Tax Act*, and all applicable LTT pursuant to the *Land Transfer Tax Act*, and makes or causes to be made any and all necessary filings, payments and remittances within the time periods required therefor under the provisions of the *Excise Tax Act* and the *Land Transfer Tax Act* and the respective regulations thereunder;

(f) the transferor either provides the transferee with evidence reasonably satisfactory to the transferee that the transferring Co-Owner is not then a "non-resident" of Canada within the meaning of the *Income Tax Act* or provide the transferee with a certificate pursuant to subsection 116(2) of the *Income Tax Act* with a certificate limit in an amount not less than the purchase price for the Interest subject to the Transfer; provided that if such evidence or certificate is not forthcoming, the transferee shall be entitled to make the payment of tax required under section 116 of the *Income Tax Act* and to deduct such payment from the purchase price for the Interest subject to the Transfer;

(g) the transferee executes and delivers to the Operator a counterpart of the Agreement; and

(h) the transferor provides such other documents, agreements, acknowledgements and confirmations as may be required by the Operator or by law (including compliance by the transferring Co-Owner with the provisions of the *Securities Act* (Ontario) if and to the extent applicable).

When a transferee of an Interest is entitled to become a Co-Owner pursuant to the provisions hereof, the Operator will:

(i) record a Transfer of the Interest; and

(j) forward a Declaration of Trust to the transferee in respect of the Interest so transferred.

12. OPERATOR NOT BOUND TO SEE TO TRUST OR EQUITY

Other than pursuant to the terms of the Declaration of Trust, the Operator shall not be bound to see to the execution of any trust, express, implied or constructive, or any charge, pledge or equity to which any Interest is subject, or to ascertain or inquire whether any sale or transfer of any such Interest by any Co-Owner or by his personal representatives is authorized by such trust, charge, pledge or equity, or to recognize any person having any interest therein except for the person or persons recorded by the Operator as the Co-Owner.

LV290,LV363-LV371-31725

13. INCAPACITY, DEATH, INSOLVENCY OR BANKRUPTCY

Where a person becomes entitled to an Interest by incapacity, death, insolvency or bankruptcy of a Co-Owner or otherwise by operation of law, in addition to the requirements of Section 11 hereof, that person will not be recorded as or become a Co-Owner until:

(a) he produces evidence satisfactory to the Operator of such entitlement; and

(b) he has delivered such other evidence, approvals and consents in respect of such entitlement as the Operator may require and as may be required by applicable law or by this Agreement.

14. DECLARATIONS OF TRUST

A separate Declaration of Trust shall be executed and delivered by the Nominee to each Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of a Co-Owner to the extent of the Co-Owner's Interest. Provided that the Transfer of an Interest has been effected in accordance with the provisions of Section 11 of this Agreement, a separate Declaration of Trust shall be executed and delivered by the Nominee to each transferee Co-Owner of an Interest from a transferring Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of the transferee Co-Owner to the extent of such Co-Owner's Interest.

15. LOST DECLARATIONS OF TRUST

Where a Co-Owner by notice in writing advises the Operator that the Declaration of Trust with respect to such Co-Owner's Interest has been defaced, lost or destroyed or wrongly taken, the Operator may cause a new Declaration of Trust to be issued, provided that the Co-Owner files with the Operator an indemnity in such form as is satisfactory to the Operator to indemnify the Operator, the Nominee and the other Co-Owners from any loss, cost, liability or damages that it or they may incur or suffer by complying with the request to issue a new Declaration of Trust, and provided further that the Co-Owner satisfies all other reasonable requirements of the Operator, including delivery of a form of proof of loss.

16. BOOKS AND RECORDS AND FINANCIAL REPORTS

The Operator will keep or cause to be kept on behalf of the Co-Owners at the Operator's principal place of business in Ontario:

(a) full and accurate books of account and records of all financial transactions relating to the Property including, without limitations, the receipts and expenditures relating to the Property and the Concept Planning Fund;

(b) the Co-Owners Record setting out the name and address of each Co-Owner; and

(c) copies this Agreement and all counterparts.

At any time upon 10 Business Days written notice to the Operator a Co-Owner may request the Operator to examine any of the documents noted in clauses (a) and (b) above at the office of the Operator and may take copies thereof provided that such requesting Co-Owner pays the reasonable cost to the Operator for making such copies, provided further that any such requesting Co-Owner shall have first provided an affidavit and undertaking, in form and substance satisfactory to the Operator, acting reasonably, duly sworn before a notary public or other individual authorized to administer oaths in the jurisdiction of residence of the

LV290,LV363-LV371-31725

Purchaser, stating: (aa) the name and address of such requesting Co-Owner, and that the Co-Owner is a Co-Owner; (bb) that the Co-Owners Record shall not be used by the requesting Co-Owner or any other person except in connection with a *bona fide* effort to influence the voting by Co-Owners on an Ordinary Resolution or a Special Resolution; (ccc) that the information so provided is subject to applicable privacy rules and regulations; (ddd) that none of the information provided pursuant to clause (a) above shall be disclosed by or on behalf of the requesting Co-Owner to any person who is not a Co-Owner, that such information is proprietary to the Operator and the Co-Owners, and that its disclosure could cause irreparable harm to the other Co-Owners and the Operator; (eee) that the requesting Co-Owner will not, directly or indirectly, offer for sale or purchase, or otherwise traffic in, a list or copy of a list of the Co-Owners or any information contained in the Co-Owners Record; (fff) the requesting Co-Owner acknowledges and agrees that in the event of a breach of any of the covenants, provisions and restrictions in affidavit, the Co-Owners' and Operator's remedy in the form of monetary damages may be inadequate and that the Operator, for itself and on behalf of the other Co-Owners, shall be authorized and entitled, in addition to all other rights and remedies available to it and them, to apply for and obtain from any court of competent jurisdiction interim and permanent injunctive relief and an accounting of all profits and benefits arising out of such breach; and (ggg) that the requesting Co-Owner shall indemnify and hold harmless the Operator and the Nominee and the other Co-Owners from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee or the other Co-Owners by reason of any breach by such requesting Co-Owner of any of the covenants, provisions and restrictions contained in the affidavit.

The Operator shall provide or cause to be provided to each Co-Owner not later than 120 days after the end of each calendar year, financial statements showing the financial results for the Property for such calendar year. The Operator shall retain, at the expense of the Co-Owners, an independent firm of chartered accountants qualified in Canada to prepare such financial statements. Such financial statements shall contain a balance sheet, and a statement of cash flows and shall be prepared in accordance with Canadian accounting standards for private enterprises ("**ASPE**") applicable to the real estate industry in Canada and applied on a consistent basis from year to year. The financial statements shall not be required to be audited unless the Co-Owners by Ordinary Resolution require audited financial statements. For greater certainty, the funds in the Concept Planning Fund are hereby recognized as being the funds of the Operator, not of the Co-Owners.

17. AMENDMENT OF AGREEMENT

This Agreement may be amended in writing on the initiative of the Operator with the consent of the Co-Owners given by Ordinary Resolution. Notwithstanding the foregoing, the Operator may, without any prior notice to or consent from the Co-Owners amend any provision of this Agreement from time to time:

(a) to cure an ambiguity or to correct or supplement any provision contained herein which, in the reasonable opinion of the Operator, may be defective or inconsistent with any other provision contained herein, and with respect to which the cure, correction or supplemental provision does not and will not adversely affect the Interests of the Co-Owners; or

(b) to make such other provisions in regard to matters or issues relating to or arising under this Agreement which, in the reasonable opinion of the Operator, do not and will not adversely affect the Interests of the Co-Owners.

LV290,LV363-LV371-31725

The Operator agrees to inform the Co-Owners by written notice within 60 days following the effective date of an amendment to this Agreement and provide copies of the amending agreement within the said 60 days.

18. PLANNING ACTIVITIES AND CONCEPT PLANNING FUND

As agent for the Vendor, the Operator shall deposit an amount equivalent to the Concept Planning Fund Contribution (as such term is defined in each Sale and Purchase Agreement) received by the Vendor under every completed Sale and Purchase Agreement into a single, segregated account (the "**Concept Planning Fund**") to be in the name of the Operator and to be used by the Operator solely for the purpose of paying the costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities, and those costs and expenses enumerated in Section 6(j) of this Agreement.

The Concept Planning Fund is intended to be a deposit account. Each Co-Owner's respective proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Co-Owner following completion of the sale of the Property. Each Co-Owner's share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of this Agreement) will be paid by the Co-Owner and deducted from his proportionate share of any sale proceeds receivable by him, if and when the Property is sold or otherwise disposed of. Each Co-Owner hereby irrevocably authorizes and directs the Operator to withhold from his proportionate share of any amounts otherwise receivable by it under this Agreement the amount of any such shortfall, and to pay such amount to the Operator.

The Operator shall keep proper and accurate records and details of all expenses paid out of the Concept Planning Fund, and at the request of the Vendor, provide access to the Vendor's representatives to such records and details of expenses to permit the Vendor to satisfy itself that such expenses were paid in accordance with the provisions of this Agreement.

The Operator shall prepare, perform and take or cause to be prepared, performed and taken all Planning Activities as it determines in its reasonable discretion are necessary for and on behalf of the Co-Owners including, without limitation, the following:

(a) surveys and concept plans in connection with the rezoning of the Property;

(b) in the reasonble discretion of the Operator, engage all consultants and professionals including, without limitation, legal counsel with respect to rezoning of the Property or any other Planning Activities;

(c) enter into or request the Nominee to enter into and deliver any documents, consent, acknowledgements or agreements including, without limitation, easements, rights in the nature of an easement, transfers, undertakings, applications, appeals and/or any other similar or related agreements or documents which may be required in the reasonable discretion of the Operator in connection with the Planning Activities;

(d) pay for all costs and expenses associated with Planning Activities, municipal property taxes and the cost of maintaining the Property, out of the Concept Planning Fund, and if insufficient, out of additional funds provided by the Co-Owners; and

(e) keep detailed records and accounts for or pertaining to the Planning Activities.

LV290,LV363-LV371-31725

If the amount set aside in the Concept Planning Fund is not sufficient to defray all costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities and those costs and expenses enumerated in Section 6(j) of this Agreement, the Operator, in the exercise of its absolute discretion, and without the approval of the Co-Owners, may advance to the Co-Owners an amount or amounts on account of such shortfall to a maximum of 5% of the aggregate purchase prices paid by all Co-Owners for their respective Interests(collectively, the "**Initial Advance**"). The Initial Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance made to the Co-Owners out of the proceeds of the sale of the Property.

If the cost of Planning Activities exceeds the combination of the Concept Planning Fund and the Initial Advance, the Operator, as it deems necessary in the exercise of its absolute discretion but subject to the approval of the Co-Owners by way of an Ordinary Resolution, may advance to the Co-Owners additional amounts as may be required for such purposes (collectively, the "**Additional Advance**"). The Additional Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, after repayment of the Initial Advance, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance and the Additional Advance made to the Co-Owners out of the proceeds of the sale of the Property.

19. SALE OF THE PROPERTY

Any offer to purchase the Property received by the Operator or the Nominee, which the Operator deems acceptable (the "**Offer**") shall be presented to all of the Co-Owners for consideration and if approved by an Ordinary Resolution such Offer shall be accepted by the Nominee and such acceptance shall be binding upon all of the Co-Owners. Any sale of the Property by the Nominee resulting from an Offer the acceptance of which was approved by an Ordinary Resolution of the Co-Owners shall be deemed to include the sale by the Co-Owners of the Interests.

The Co-Owners hereby agree that Operator shall have the right, exercisable by notice in writing to the Co-Owners within 30 days after the Co-Owners have passed an Ordinary Resolution to accept the Offer, to purchase the Property at the same price and on the same terms and conditions as are contained in the Offer approved by Ordinary Resolution of the Co-Owners.

If the Operator fails to provide the notice exercising its right to purchase the Property on the same terms and conditions as are contained in the Offer within the said 30 days, then the Nominee shall accept the Offer and complete the transaction with the party that made the Offer the acceptance of which was approved by Ordinary Resolution of the Co-Owners.

20. HST AND LTT

Each of the Co-Owners hereby authorizes the Operator to make any and all filings, payments and/or remittances for HST with respect to the purchase by each Co-Owner of his respective Interest and any other payments of HST applicable to the services provided to the Nominee or in respect of the Property or the Interest of a Co-Owner.

Each Co-Owners hereby authorizes the Operator to carry out any HST reporting or filing obligations that are required in respect of the Interests or the Property. Such authority shall

LV290,LV363-LV371-31725

include the execution of any documents that have to be or which may be advisable to be executed under the *Excise Tax Act*. The Operator shall to the extent required under the *Excise Tax Act* make and satisfy all filing and reporting obligations of a Co-Owner with respect to the Interest of the Co-Owner and shall provide each Co-Owner with copies of such filings and reports.

Each of the Co-Owners hereby authorizes the Operator to make any and all filings payments and/or remittances, from funds provided by the Co-Owner, relating to LTT arising from the purchase by each Co-Owner from the Vendor of his respective Interest in the Property. For greater certainty, each of the Co-Owners hereby authorizes the Operator on behalf of the Co-Owner and with the Co-Owner's funds to make any and all payments, remittances and filings under the provisions of the *Land Transfer Tax Act* relating to LTT and within the time period required therefor under the *Land Transfer Tax Act*, arising from the acquisition and/or ownership of the Interest. The Operator shall provide each Co-Owner with copies of such filings and evidence of the payments and remittances upon the written request of a Co-Owner.

21. POWER OF ATTORNEY

Each Co-Owner hereby nominates, constitutes and appoints each of the Operator and the Nominee, acting alone or together, with full power of substitution, as his true and lawful attorney and agent with full power and authority in his name, place and stead, for his use and benefit, to do the following, as fully and effectually as the Co-Owner could do if personally performed including, without limitation:

(a) execute and deliver all such documents or instruments on behalf of and in the name of the Co-Owners, or any of them, as may be deemed necessary by the Operator to carry out fully the provisions of this Agreement in accordance with its terms;

(b) execute, swear to, acknowledge, deliver, file and/or remit to or with the Ministry of Finance (Ontario) pursuant to the *Land Transfer Tax Act*, as amended, all necessary returns and payment or remittances in connection with the acquisition by the Co-Owners of their respective Interests in the Property;

(c) execute, acknowledge, deliver and file and/or remit to or with the CRA, all necessary instruments, declarations, certificates and other documents, and remittances relating to HST;

(d) execute, acknowledge, deliver and file as and where required any election made pursuant to subsection 273(1) of the *Excise Tax Act* as contemplated in each Purchase Agreement;

(e) execute and deliver all conveyances, agreements, documents and other instruments pertaining to the sale, development, redevelopment, financing, refinancing or leasing of the Property as the Operator determines in its sole discretion is in the best interests of the Co-Owners, and as permitted by this Agreement or authorized by Ordinary Resolution or Special Resolution of the Co-Owners; and

(f) execute, acknowledge, deliver and file any and all CRA non-resident personal income tax returns.

Each Co-Owner acknowledges and confirms that the power of attorney granted herein is made pursuant to the *Powers of Attorney Act* (Ontario) and is a power coupled with an interest, will survive the death, disability or other legal incapacity of the Co-Owner and will survive the assignment (to the extent of the Co-Owner's obligations hereunder) by the Co-Owner of the whole or any part of his Interest and extends to the heirs, executors, administrators, successors

LV290,LV363-LV371-31725

and assigns of the Co-Owner and may be exercised by the Operator or the Nominee, acting alone or together, executing on behalf of the Co-Owners, or any of them, any instrument, by listing all of the Co-Owners to be bound by such instrument with a single signature as attorney and agent for all of them, or otherwise. Each of the Co-Owners agrees to be bound by any representations and actions made or taken in good faith and in accordance with the terms of this Agreement by the Nominee and/or the Operator pursuant to such power of attorney in accordance with the terms hereof and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the Nominee or the Operator taken in good faith under such power of attorney. The Operator shall, at the written request of a Co-Owner, provide such Co-Owner with copies of any of the documents or instruments executed, sworn, delivered, acknowledged or remitted by the Operator for and on behalf of that Co-Owner only under the power of attorney provided for in this Section 21.

22. INDEMNIFICATION

Each of the Co-Owners hereby agrees, severally and not jointly or jointly and severally, to indemnify and hold harmless the Operator and the Nominee from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee, or by any one or more attorneys appointed by it or them under the power to substitute pursuant to the power of attorney provision contained in Section 21 above, by reason of acts, omissions or alleged acts or omissions arising out of the activities of the Operator or the Nominee on behalf of the Co-Owners or in furtherance of the Interests of the Co-Owners but only if the acts, omissions or the alleged acts or omissions in respect of which any actual or threatened action, proceeding or claim are based, were performed in good faith and in accordance with the Agreement.

23. VENDOR'S RIGHT TO RETAIN AN INTEREST

The Co-Owners acknowledge and agree that the Vendor has the right, but not the obligation, to retain an undivided beneficial Interest in the Property (a "**Retained Interest**"), to whatever extent it wishes, and the Vendor to the extent of any such Retained Interest shall for the purposes of this Agreement be a Co-Owner and be deemed to be bound by this Agreement. The Vendor may at any time and from time to time Transfer and assign all or any part of such Retained Interest to any person or persons it deems appropriate and upon such Transfer or assignment, the assignee or transferee thereof shall execute a counterpart of this Agreement and shall be a Co-Owner to the extent of the Retained Interest so transferred or assigned.

24. COMPETING INTERESTS

Each of the Co-Owners and the Operator is entitled, without the consent of any of the others of them, to own property and to carry on any business or activity whatsoever, whether of the same or different nature as that owned by or carried on by any of them, and whether or not in competition with the Interests, the Property or any activity carried on by any of them, and neither any Co-Owner nor the Operator shall be liable to account to any of the other of them.

25. NOTICES

Any notice or communication required or permitted to be given to the Nominee, the Vendor, the Operator or the Co-Owners hereunder shall be in writing and shall be given by delivery or by mailing to same to be addressed as follows:

(a) To the Nominee, the Vendor or the Operator, at its respective mailing address provided in Section 4 above.

LV290,LV363-LV371-31725

(b) To each Co-Owner at his last address shown on the Co-Owners Record maintained by the Operator.

Any notice or communication delivered as aforesaid shall be in the English language but may be accompanied by an unofficial translation and shall be deemed to have been given to the addressee on the day of delivery, if delivered by courier or, if mailed as aforesaid, shall be deemed to have been given to the addressee on the 10th Business Day following the mailing of such notice, provided that, for such purposes, no day during which there shall be a strike or other occurrence which shall interfere with normal mail services shall be considered a Business Day. If delivery of any notice or communication is made via fax, delivery shall be deemed to have been made on the day following the sending of the fax unless such day is not a Business Day, in which case delivery shall be deemed to have been made on the next Business Day.

26. FURTHER ACTS

The parties hereto agree to execute and deliver such further and other documents and to perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

27. BINDING EFFECT

Subject to the restrictions on Transfers herein contained, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and permitted assigns.

28. SEVERABILITY

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts, by original or facsimile signature, with the same affect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same agreement.

30. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, in the Country of Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

31. DISPUTE RESOLUTION

Any disputes, claims, disagreements, differences, (including, without limitation, interpretation, performance and enforcement) (collectively the "**Dispute**") that may arise between the Co-Owners or any of them and/or the Operator and/or the Nominee relating in any manner to this Agreement, the Property, or the Interests or any of them, shall attempted to be resolved by mediation and if such mediation is not successful, then by arbitration.

LV290,LV363-LV371-31725

Upon written demand of the Nominee, the Operator or the Co-Owners or any them and within 10 days after such demand, the parties shall attempt to appoint a mediator. If within such period of time they are unable to agree on a mediator, the Dispute shall be resolved by arbitration. If the parties to the Dispute are unable to agree upon a single arbitrator within 10 days after a demand has been made by any party to the Dispute to appoint a single arbitrator then, any party to the Dispute may apply, to a Justice of the Superior Court of Justice sitting in the City of Toronto, in the Province of Ontario, Canada for the appointment of an arbitrator.

The arbitration shall proceed in accordance with the provisions of the *Arbitration Act*, 1991 (Ontario) and any amendments or successor legislation thereto, which provisions shall apply *mutatis mutandis*. The arbitrator shall have the power to determine the procedure for the arbitration and to deliver his or her award notwithstanding the default by any party in respect of any procedural order made by the arbitrator.

The arbitrator shall proceed immediately to hear and determine the Dispute. The award of the arbitrator shall be made within 30 days after the appointment of the arbitrator, subject to any reasonable delay due to unforeseen circumstances. The award of the arbitrator shall be in writing and signed by the arbitrator, and shall be final and binding on the parties to the Dispute, not subject to any appeal, and the parties to the Dispute shall abide by the award and perform the terms and conditions thereof. The arbitration award shall deal with the costs of arbitration and all matters related thereto including the arbitrator's fees and expenses. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Unless otherwise mutually agreed, any mediation or arbitration of a Dispute shall take place in the Municipality of Metropolitan Toronto, in the Province of Ontario, in the Country of Canada.

32. NO INTENTION TO CREATE A PARTNERSHIP

The Co-Owners acknowledge, agree and declare that the entering into of this Agreement does not, and is not intended to, create a partnership, for any purpose. The Co-Owners further agree that nothing herein is to be construed as a limitation of the powers or rights of any Co-Owner to carry on its separate respective activities. Except for the Operator as contemplated in this Agreement, none of the Co-Owners shall have the right to bind any of the other Co-Owners, transact any business in any of the other Co-Owners names or on their behalf or incur any liability for or on behalf of any of the other Co-Owners. The Co-Owners agree that they shall each report their income or loss arising from the ownership of their Interests, for both accounting and income tax purposes, and to the applicable taxing authorities, as co-venture parties independent of one another, and not as partners in a partnership.

33. NO RIGHT TO PARTITION, ETC.

Each of the Co-Owners, by becoming a party to this Agreement, agrees and will be deemed to have agreed that he will not seek any remedy or right for the termination of this Agreement which would otherwise be available at law or in equity or for the termination of the co-ownership of the Property or which would otherwise be available pursuant to the *Partition Act*, R.S.O. 1980, c. 369,) and any amendments or successor legislation thereto, and each such Co-Owner shall be forever estopped from asserting otherwise and from seeking such remedy or right. In the event of any breach of the provisions of this Section 33 by a Co-Owner, the other Co-Owners and the Operator shall, in addition to all rights and remedies at law or in equity to which it is or they are otherwise entitled, be entitled to a decree or order

LV290,LV363-LV371-31725

perpetually restraining and enjoining such partition, application, action or other proceeding, and the first-mentioned Co-Owner shall not plead in defence thereto that there would be an adequate remedy at law, it being acknowledged by all the parties hereto that the injury and damages flowing from any such breach would be impossible to measure monetarily.

34. TIME

Time shall be of the essence of this Agreement.

35. REFERENCE DATE

This Agreement is dated for reference as of the 9TH day of November, 2011.

IN WITNESS WHEREOF this Agreement is executed with effect as of the day and year first above written.

EXECUTED this 4TH day of JUNE, 2012 with effect as of the day and year first above written.

CO-OWNER

WITNESS

✓ SIGNATURE OF WITNESS 林千秋

Signature of Witness

Print: CHIAKI HAYASHI

SIGNATURE OF CO-OWNER 小林昭子 ★

Signature of Co-Owner

Print: AKIKO KOBAYASHI

LV290,LV363-LV371-31725

✓

EXECUTED this 17TH day of AUGUST, 2012 with effect as of the day and year first above written.

LONDON VALLEY INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

EXECUTED this 17TH day of AUGUST, 2012 with effect as of the day and year first above written.

TSI-LV INTERNATIONAL CANADA INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

LV CAPITAL MANAGEMENT INC.

EXECUTED this 17TH day of AUGUST, 2012 with effect as of the day and year first above written.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

SCHEDULE "1"

Legal Description of Property

Lands and premises located on 5318 Colonel Talbot Road, in the city of London, in the province of Ontario, in the Country of Canada and legally described as Part Lot 63 ETR as in WU28828, except WU30493, WU45704, WU49601, WU80146, 299895, 106748, 88711, CM168; subject to 340398. WU45704; London/Westminster

SCHEDULE "2"

NOTICE OF REQUISITION OF ORDINARY RESOLUTION

By Co-Owners

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____, 201_ .

Witness	**Co-Owner**
_____	_____
Signature	Signature
Print: _____	Print: AKIKO KOBAYASHI
Address: _____	Address: _____
_____	_____

Unit Identification No. LV290,LV363-LV371

By Operator

NOTICE IS HEREBY GIVEN that the undersigned requests the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned signed to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____ , 201__.

LV CAPITAL MANAGEMENT INC.,

Per: _____

Name:
Title:
I have authority to bind the Corporation.

Appendix 1

FORM OF ORDINARY RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____ , 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: AKIKO KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV290,LV363-LV371__

Identification No. _____

SCHEDULE "3"

NOTICE OF REQUISITION OF SPECIAL RESOLUTION

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners to approve the Special Resolution attached hereto as Appendix I **by no later than** the _____ day of _____, 2010 (the "**Return Date**"). If the form of Special Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Special Resolution.

Dated the _____ day of _____, 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: AKIKO KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV290,LV363-LV371

Identification No. _____

Appendix I

FORM OF SPECIAL RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____, 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: AKIKO KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV290,LV363-LV371

Identification No. _____

DECLARATION OF TRUST

Cert. No. LV_JP_88f0bf2899c595146bff13b20342eb6a

ID. 31725 UDI. LV290,LV363-LV371

Interest: 10/578TH

This is to certify that AKIKO KOBAYASHI is the owner of an undivided beneficial 10/578TH interest (the "Interest") in the real property located on 5318 Colonel Talbot Road, in the city of London, in the province of Ontario, in the Country of Canada and legally described as Part Lot 63 ETR as in WU28828, except WU30493, WU45704, WU49601, WU80146, 299895, 106748, 88711, CM168; subject to 340398. WU45704; London/Westminster (the "Property") and that London Valley Inc., as the registered holder of title to the Property, declares and acknowledges that it is holding title to the Property in trust for and on behalf of AKIKO KOBAYASHI, to the extent of the Interest.

Reference is made to the co-owners agreement (the "Agreement") dated for reference as of the 9TH day of November, 2011 among the owner of the Interest named in the within Declaration of Trust, London Valley Inc. TSI-LV International Canada Inc., LV Capital Management Inc. and all other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of the Agreement. The Agreement provides for certain rights and obligations of the owners of undivided beneficial interest in the Property.

This Declaration of Trust and the Interest represented hereby are not transferable by delivery but only by the registered holder hereof, or by his agent duly authorized in writing, upon compliance with the provisions of the Agreement, including delivery to TSI-LV International Canada Inc. at its principal office in Mississauga, Ontario, of this Declaration of Trust together with a duly executed transfer of beneficial interest in the form required by TSI-LV International Canada Inc.

IN WITNESS WHEREOF London Valley Inc. and TSI-LV International Canada Inc. have caused this Declaration of Trust to be signed by its duly authorized officers this 17TH day of AUGUST, 2012.

LONDON VALLEY INC.

Per: _____

Name:
Title:
I/We have authority to bind the Corporation

TSI-LV INTERNATIONAL CANADA INC.

Per: _____

Name:
Title:
I/We have authority to bind the Corporation

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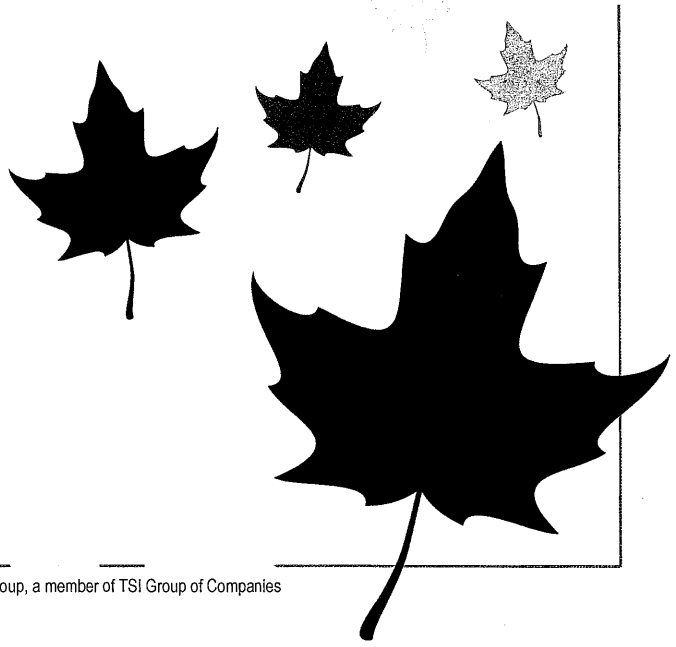
31734

TM TSI INTERNATIONAL

LONDON VALLEY INC.

HIRONORI KOBAYASHI



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UNIT IDENTIFICATION NO. LV372-LV381

AGREEMENT OF SALE AND PURCHASE dated the 4TH day of JUNE, 2012,

BETWEEN

HIRONORI KOBAYASHI,

Identification: DRIVER'S LICENSE (528701029170)

Address: 413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Phone Number: 81-776-27-5321

(hereinafter referred to as the "**Purchaser**")

-and-

TSI-LV INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario,

(hereinafter referred to as the "**Vendor**");

-and-

LONDON VALLEY INC.,
a corporation incorporated under the laws of the Province of Ontario

(hereinafter referred to as the "**Nominee**")

WHEREAS:

A. The Vendor is the beneficial owner of an undivided interest in a parcel of land described in Schedule "B" annexed to this Agreement (the "**Property**") and title to which Property is registered in the name of the Nominee.

B. The Vendor is engaged in the business of land banking, the prime focus of which is to locate and purchase raw land and to endeavour to rezone the land through the applicable land development process to an approved use determined by the Vendor to be suitable and appropriate in all of the circumstances, and to thereby enhance the value of the land.

C. The Purchaser acknowledges that rezoning of the Property is uncertain and may take many years to achieve, often six years or longer, and that there can be no assurance that rezoning will be obtained, or if obtained, to permit for such use or uses as were requested and/or otherwise on terms and conditions that are satisfactory.

D. The Vendor may from time to time sell undivided beneficial interests in the Property to various purchasers.

E. The Purchaser acknowledges that real estate investments are generally subject to various risks, including a lack of liquidity, the highly competitive nature of the real estate industry, changes in general economic conditions (such as the availability and cost of mortgage funds), conditions of supply and demand for any particular type of real estate in the particular area, government regulations and changes thereto (including uncertainties and delays in zoning, subdivision and development regulatory approval processes, taxation of

LV372-LV381-31734

property and environmental legislation), changes in governments and the political environment in the jurisdiction where the real estate is located, and sensitivity to interest rates, among other factors.

F. The Purchaser acknowledges having had the opportunity to review this Agreement and its schedules with its advisors and to conduct such due diligence investigations as the Purchaser deemed appropriate with respect to all matters pertaining to the Property and to the Vendor.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. SALE OF UNDIVIDED BENEFICIAL INTEREST IN LAND

1.1 The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser a 10/578TH undivided beneficial interest in the Property (the "**Purchaser's Land Interest**").

1.2 The Purchaser's Land Interest will be identified by the following designated identification number: LV372-LV381

2.. PURCHASE PRICE

2.1 The Purchaser shall pay the aggregate sum of Ten Thousand Dollars of lawful money of Canada (C$10,000) for each 1/578TH undivided beneficial interest in the Property upon execution of this Sale and Purchase Agreement, of which Nine Thousand Five Hundred Dollars (C$9,500) of lawful money of Canada will be paid on account of the purchase price for such interest, and Five Hundred Dollars (C$500) of lawful money of Canada will be paid into a segregated account known as the "Concept Planning Fund" (the "**Concept Planning Fund**") to be used to defray costs, expenses and fees to be incurred in connection with the Property, as more particularly hereinafter described and as described in the Co-Owners Agreement (as such term is hereinafter defined).

2.2 The Purchaser hereby agrees to purchase the Purchaser's Land Interest for a total purchase price of NINETY FIVE THOUSAND DOLLARS ONLY of lawful money of Canada (C$95,000.00) (the "**Purchase Price**"), and to pay the amount of FIVE THOUSAND DOLLARS ONLY of lawful money of Canada (C$5,000.00) into the Concept Planning Fund (the "**Concept Planning Fund Contribution**"). All references in this Agreement to payments of money being made shall mean lawful money of Canada.

2.3 The Purchase Price excludes applicable harmonized sales tax (the "**HST**") pursuant to the *Excise Tax Act*, R.S.C. 1985, c E-15, as amended (the "**ETA**") and the Purchaser agrees to pay the HST in addition to the Purchase Price and the Concept Planning Fund Contribution, unless the Purchaser has obtained and inserted (or instructed to be inserted) its HST registration number set forth below on the signing page of this Agreement, below its signature, prior to acceptance of this Agreement by the Vendor, in which case the Purchaser hereby represents and warrants that it is a registrant for HST purposes under the provisions of the ETA, under such registration number.

2.4 Included in the Purchase Price and the Concept Planning Fund Contribution, the Purchaser shall be responsible for the payment of land transfer tax ("**LTT**") under

the *Land Transfer Act*, R.S.O., c L.6. as amended (the "**LTTA**"), in the amount of SEVEN HUNDRED SEVENTEEN DOLLARS AND EIGHTY TWO CENTS of lawful money of Canada (C$717.82).

2.5 The Purchaser covenants to pay, make and submit all necessary payments, filings and remittances within the time periods required therefor under the provisions of the ETA, if applicable, and the LTTA, and the regulations thereunder. The Purchaser hereby authorizes the Vendor on behalf of the Purchaser and with the Purchaser's funds, to make any and all payments, filings and remittances within the time periods required therefore under the provisions of the ETA relating to HST, if applicable, and under the provisions of the LTTA relating to LTT required to be made by the Purchaser arising from its acquisition of the Purchaser's Land Interest. While the Vendor agrees to assist the Purchaser in submitting such payments, remittances and filings, for greater certainty, nothing herein contained shall oblige the Vendor to make any payments or remittances from its own resources or funds and all such payments and remittances and filings shall be the Purchaser's obligation.

2.6 Funds in the Concept Planning Fund shall be applied towards defraying future costs of every nature and kind related to the Property, including property management costs, costs, fees, and services incurred in connection with planning activities, development submissions, subdivision applications, operational costs and all other activities and matters concerning or related to the Property, as determined by the Operator (as such term is defined in the Co-Owners Agreement) which would be incurred by or on behalf of the Purchaser as a Co-Owner. The Concept Planning Fund is intended to be a deposit account. The Purchaser's proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Purchaser following completion of the sale of the Property. The Purchaser's proportionate share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of the Co-Owners Agreement) will be paid by the Purchaser (in its capacity as a Co-Owner) and deducted from its proportionate share of any sale proceeds receivable by it, if and when the Property is sold or otherwise disposed of.

3. PAYMENT OF THE PURCHASE PRICE

3.1 The Purchaser hereby agrees that the Purchase Price, the Concept Planning Fund Contribution, and all other amounts due and payable hereunder, shall be paid to the Vendor on the Closing Date (as hereinafter defined). Following the Closing Date, the Vendor shall deliver the Concept Planning Fund Contribution to the Operator for deposit into the Concept Planning Fund.

3.2 All payments of the Purchase Price, the Concept Planning Fund Contribution, and such other amounts shall be made through the appointed agent (the "**Vendor's Agent**"), the Vendor's authorised agent and representative in the jurisdiction of residence of the Purchaser, and the Vendor hereby directs the Purchaser to make all such payments to the Vendor's Agent, who is authorised by the Vendor to acknowledge receipt of the Purchase Price and other amounts paid hereunder.

4. CLOSING DATE, DELIVERIES, COSTS, NON-MERGER

4.1 The date on which this Agreement is signed by the Purchaser and is accepted and signed by the Vendor and the Nominee shall be the "**Closing Date**". On the Closing Date, in addition to delivering the Purchase Price and this Agreement, the Purchaser agrees to deliver to the Vendor's Agent a copy of the Co-Owners Agreement signed by the Purchaser.

LV372-LV381-31734

4.2 Within ninety (90) days after the Closing Date, the Vendor agrees to deliver to the Purchaser the following documents (the "**Closing Documents**"):

(a) this Agreement, duly executed by the Vendor and the Nominee;

(b) a Declaration of Trust (as hereinafter defined), duly executed by the Nominee; and

(c) the Co-Owners Agreement (as hereinafter defined), duly executed by the Nominee and Operator (as therein defined).

4.3 The Vendor shall pay for the cost of drafting and/or settling the Closing Documents. The Vendor shall not be obligated to pay any other costs associated with the purchase of the Purchaser's Land Interest.

4.4 This Agreement shall be irrevocable by the Purchaser for a period of 120 days following its execution and delivery to the Vendor or the Vendor's Agent. This Agreement shall only become binding upon the Vendor and the Nominee following the Vendor and the Nominee having each accepted this Agreement as signified by its respective execution of this Agreement where indicated below.

4.5 All representations, warranties and covenants of the Purchaser as set out in this Agreement shall not merge upon closing but shall survive closing and the Closing Date.

5. VENDOR REPRESENTATIONS AND WARRANTIES

5.1 The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in completing the sale and purchase transaction contemplated in this Agreement:

(a) the Vendor is the beneficial owner of the Purchaser's Land Interest with good and marketable title thereto, subject to Section 6.1;

(b) registered title to the Property and beneficial title to the Purchaser's Land Interest shall be good and marketable and clear and free from all mortgages, charges and financial liens on the Closing Date;

(c) the Vendor has the right, power and authority to sell the Purchaser's Land Interest as contemplated in this Agreement;

(d) the Vendor is a corporation properly constituted and in good standing under the laws of the Province of Ontario and the laws of Canada applicable therein; and

(e) the Vendor is not now and on the Closing Date will not be a non-resident of Canada within the meaning of the *Income Tax Act* (Canada), R.S.C. 1985, c.1 (5th Supp.), as amended from time to time.

6. EASEMENTS, LIENS, REGISTERED AGREEMENTS

6.1 Other than any mortgage, charge or financial lien which the Vendor is required to discharge pursuant to this Agreement, registered title to the Property, and beneficial title to the Purchaser's Land Interest, shall be subject to all other liens and encumbrances registered

on title to the Property on the Closing Date or which may be registered against the title to the Property after the Closing Date, including those registered in connection with the rezoning or development process relating to the Property, and including, without limitation, agreements with the applicable municipality or region, agreements with public regulated utilities, easements for the supply of domestic utility or telephone services to the Property or properties which are adjacent to the Property, easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the Property or its proposed development, other registered restrictions or covenants that run with the lands, and the restrictions and reservations in the Crown patent.

7. PURCHASER(S)' REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 The Purchaser represents and warrants to and covenants in favour of the Vendor as follows:

(a) there are no liens, mortgages, judgements, executions or other encumbrances, related to or attaching to the Purchaser's Land Interest or any part thereof;

(b) the Purchaser shall keep the Purchaser's Land Interest and every part thereof free and clear of all liens, mortgages, other encumbrances, judgements or executions. The Purchaser warrants and represents that all such liens, mortgages, judgements, executions other encumbrances, if any, shall be discharged and removed forthwith at the Purchaser's sole cost and expense and the Purchaser shall hold harmless the Vendor and all other beneficial owners of undivided interests in the Property from time to time against any and all claims, liabilities, actions, cause of actions, charges, demands and costs, including solicitors fees in connection therewith; and

(c) the Purchaser will not register or cause to be registered this Agreement, the Co-Owners Agreement, notice of this Agreement, notice of the Co-Owners Agreement, notice of the Purchaser's Land Interest, or any caution against title to the Property and the Purchaser shall forthwith remove and discharge any such registration at its costs and expense, failing which the Vendor may do so at the cost and expense of the Purchaser.

7.2 The foregoing warranties, representations and covenants of the Purchaser shall not merge on closing but shall survive closing and the Closing Date.

8. PURCHASER(S)' PARTICULARS, NATURE OF VESTING OF BENEFICIAL TITLE

8.1 The Purchaser agrees and confirms that the personal information provided in Schedule "A" annexed hereto is true, accurate and complete and agrees to inform the Vendor in writing forthwith of any change in any of the information therein provided.

8.2 If there is more than one person that comprises the Purchaser, then the Purchaser's Land Interest will be held as joint tenants with right of survivorship unless the box below is initialled by the Purchaser in which case the Purchaser's Land Interest will be deemed to be held as tenants-in-common, in the percentages noted therein.

[ ] Purchaser elects to hold Purchaser's Land Interest as tenants- in -common and not as joint tenants, as follows: _____ as to ___%, _____ as to ____%.

9. PRESENT STATE AND CONDITION OF PROPERTY

9.1 The Purchaser hereby agrees that the purchase of the Purchaser's Land Interest is on an "as is, where is basis" with no representations or warranties whatsoever made by the Vendor, other than as expressly set out in this Agreement.

10. TITLE INSURANCE

10.1 The Nominee as registered owner of the Property obtained title insurance upon acquiring the Property (the "**Title Insurance Policy**") in such form and in such amount and with such stipulations, limitations and qualifications respecting coverage as it deemed appropriate.

11. NOMINEE AS BARE TRUSTEE; DECLARATION OF TRUST

11.1 The Purchaser acknowledges that the registered title to the Property is held by the Nominee, as nominee and bare trustee for the Vendor to the extent of its undivided beneficial interest in the Property, and as nominee and bare trustee for others to the extent of their respective undivided beneficial interests in the Property, and that on completion of the transaction herein contemplated the Nominee will hold the registered title to the Property to the extent of the Purchaser's Land Interest as nominee and bare trustee for the Purchaser and others to the extent of their respective undivided beneficial interests in the Property.

11.2 The mailing address of the Nominee for receiving notices shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee may change its mailing address from time to time by giving notice in writing to that effect pursuant to the notice provisions contained in the Co-Owners Agreement.

11.3 The Nominee agrees to execute and deliver to the Purchaser a declaration of trust (the "**Declaration of Trust**") wherein it will confirm that, from and after the Closing Date, it is holding the title to the Property for and on behalf of the Purchaser, to the extent of the Purchaser's Land Interest, in the place and stead of the Vendor.

11.4 The Purchaser acknowledges that the registered title to the Property shall at all times be in the name of the Nominee.

12. NO RIGHT TO USE, OCCUPY OR ACCESS

12.1 The Purchaser agrees that it hereby waives all rights of use, occupation and rights of access to the Property, and any part thereof, in order to facilitate the future rezoning and ultimate subdivision and re-development of the Property, for the benefit of all Co-Owners. The provisions of this Section 12 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date.

13. CO-OWNERS AGREEMENT

13.1 The Purchaser agrees that concurrent with its execution and delivery of this Agreement, the Purchaser shall execute and deliver the agreement or a counterpart of the co-

owners agreement, a draft copy of which is annexed hereto as Schedule "C" (the "**Co-Owners Agreement**").

13.2 The Co-Owners Agreement shall govern, amongst other things, the following:

(a) the rights and obligations of the Purchaser, as owner and any other owners of undivided beneficial interests in the Property;

(b) any future sale, financing and/or development of the Property;

(c) procedures for consent and approvals by the Co-Owners (as such term is defined in the Co-Owners Agreement);

(d) appointing the Operator (as such term is defined in the Co-Owners Agreement) for and on behalf of the Co-Owners;

(e) the rights and obligations of the Operator of the Property;

(f) the obligation of the Nominee as registered holder of the title to the Property for an on behalf of the Co-Owners;

(g) the right to transfer or assign the Purchaser's Land Interest or any part thereof and the terms conditions to be satisfied with respect to any such assignment or transfer; and

(h) such other matters as are therein contained.

13.3 The Vendor shall not be obligated but shall have the right to retain an undivided beneficial interest in the Property to such extent as it may in its absolute discretion deem appropriate and thus be a co-owner thereof and with respect to such undivided beneficial interest it shall be subject to the terms of the Co-Owners Agreement and entitled to exercise the rights of a Co-Owner.

14. SUBDIVISION CONTROL PROVISIONS

14.1 The Vendor agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and this Agreement shall be effective to create an interest in the Property provided that the provisions of the *Planning Act* (Ontario) are complied with in connection with the transaction of sale and purchase of the Purchaser's Land Interest.

15. NO REPRESENTATIONS, WARRANTIES OR ADVICE

15.1 The Purchaser acknowledges that none of the Vendor, the Nominee, the Vendor's Agent nor anyone acting on its or their behalf has made any representations or warranties except as are expressly set forth in this Agreement or the Co-Owners Agreement, nor given any advice respecting the tax treatment relating to the purchase or disposition of the Purchaser's Land Interest or any part thereof or the Property, nor as to the timing of sale, rezoning or development of the Property nor with respect to any potential or anticipated profit to be derived or derivable from the Purchaser's Land Interest or the Property.

15.2 The Purchaser has been urged and advised to consult with the Purchaser's own respective advisors including legal and tax advisors, with respect to the purchase and other matters pertaining to the Property and the Purchaser's Land Interest and the Closing Documents.

LV372-LV381-31734

16. SOURCE OF FUNDS

16.1 The Purchaser hereby represents, warrants, confirms and acknowledges that the source of the Purchaser's funds:

(a) are not derived directly or indirectly from any crime;

(b) are not linked directly or indirectly to any terrorists or against anti terrorist laws;

(c) are not embargoed funds; and

(d) are not obtained in violation of any laws or seeking to escape or avoid any tax laws;

16.2 The Purchaser covenants that all payments and remittances shall strictly comply , at its own expense, with all regulatory or exchange control provisions in force on the Closing Date and applicable to this Agreement.

16.3 The provisions of this Section .16. shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date.

17. NOTICES

17.1 All notices required hereunder shall be in writing and in the English language and may be served either personally upon the parties or by electronic transmission namely by fax or email addressed to the Parties at their respective last known addresses, fax number or email address.

18. HEIRS, ASSIGNS, ETC.

18.1 This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective heirs , administrators, executors, successors and permitted assigns; provided that, the Purchaser shall not be entitled to assign this Agreement or any of its rights hereunder without the prior written approval of the Vendor, which approval may be withheld in its absolute discretion.

19. SUPERCEDING AGREEMENT

19.1 This Agreement shall supercede any and all previous discussions, representations, agreements or understandings made by or on behalf of either of the parties hereto for or relating to the purchase and sale of the Purchaser's Land Interest.

20. SCHEDULES

20.1 Schedules "A", "B" and "C" annexed hereto form an integral part of this Agreement and shall be read together with this Agreement.

21. COUNTERPARTS

21.1 This Agreement may be executed in any number of counterparts and by original or facsimile signature with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement.

LV372-LV381-31734

22. LAWS AND JURISDICTION-ONTARIO

22.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

23. CAPTIONS

23.1 The captions of the sections of this Agreement are for convenience only and do not amplify or limit in any way the provisions hereof.

24. EFFECT OF PARTIAL INVALIDITY ON THIS AGREEMENT

24.1 In the event that any provision of this Agreement is illegal, void or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

25. FACSIMILE DOCUMENTS

25.1 The parties agree to accept facsimile executed documents, including Closing Documents, as if they were originally signed documents.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SET OUT BELOW.

WITNESSED BY:

DATE OF EXECUTION: 2012-06-04

THE PURCHASER

CHIAKI HAYASHI
Print Name of Witness

HIRONORI KOBAYASHI
Print Name of Purchaser

✓ 林 千秋
Signature of Witness

小林 博紀 ★
Signature of Purchaser

Witness Identification Number

HST Number: 80496 0508 RT0001

LV372-LV381-31734

✓

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DATE OF EXECUTION: 2012-8-17
THE VENDOR:
TSI-LV INTERNATIONAL CANADA INC.

Per:

Name:
Title:
HST Number: BN854998895RT0001

I/We have the authority to bind the Corporation.

DATE OF EXECUTION: 2012-8-17

THE NOMINEE:
LONDON VALLEY INC.

Per:

Name:
Title:
I/We have the authority to bind the Corporation.

SCHEDULE "A" – PURCHASER(S) PARTICULARS

Information Concerning Purchaser(s):

1. PURCHASER:

Full Name: HIRONORI KOBAYASHI

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: 413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Home Telephone: 81-776-27-5321 Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: _____

Country of Birth: JAPAN

The following have been provided to the Vendor:

(✓) Driver's Licence ( ) Passport ( ) Other_____

2. Second or additional person as Purchaser:

Full Name: _____

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: _____

Home Telephone: _____ Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: _____

Country of Birth: _____

The following have been provided to the Vendor:

( ) Driver's Licence ( ) Passport ( ) Other_____

SCHEDULE "B" – PROPERTY and NOMINEE

LEGAL DESCRIPTION OF PROPERTY

Lands and premises located on 5318 Colonel Talbot Road, in the city of London, in the province of Ontario, in the Country of Canada and legally described as Part Lot 63 ETR as in WU28828, except WU30493, WU45704, WU49601, WU80146, 299895, 106748, 88711, CM168; subject to 340398. WU45704; London/Westminster

REGISTERED HOLDER OF LEGAL TITLE TO PROPERTY

LONDON VALLEY INC.

Office: 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3

Tel No: 1-905-602-7463

Fax No: 1-905-602-7460

SCHEDULE "C" – CO-OWNERS AGREEMENT

LV372-LV381-31734

UNIT IDENTIFICATION NO. LV372-LV381

CO-OWNERS AGREEMENT

LONDON VALLEY INC.

THIS CO-OWNERS AGREEMENT is dated the 9TH day of November, 2011.

BETWEEN:

HIRONORI KOBAYASHI,

Identification:DRIVER'S LICENSE (528701029170)

Address:413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

(hereinafter referred to as the "**Purchaser**")

-and-

LONDON VALLEY INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Nominee**")

-and-

TSI-LV INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Vendor**")

-and-

LV CAPITAL MANAGEMENT INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Operator**")

-and-

All other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of this Agreement

(hereinafter collectively referred to as the "**Co-Owners**")

WHEREAS:

1. Pursuant to a Sale and Purchase Agreement, the Vendor has sold to the Purchaser, and the Purchaser has purchased from the Vendor, an undivided beneficial interest in the Property;

2. The Nominee is the registered owner of the Property and has agreed to hold the Property as nominee and bare trustee for and on behalf of the Co-Owners from time to time;

3. Every purchaser of an undivided beneficial interest in the Property is required to execute and deliver a counterpart of this Agreement and shall be bound as a Co-Owner pursuant thereto; and

LV372-LV381-31734

4. This Agreement sets forth the provisions which govern the Co-Owners' ownership of undivided beneficial interests in the Property and any future sale, financing and/or development with the Property and their respective undivided beneficial interests therein.

NOW THEREFORE in consideration of the payment of the sum of One Dollar ($1.00) and other good and valuable consideration now paid by each party to the other, the receipt of which is hereby acknowledged, and of the premises and the mutual covenants herein contained, the parties hereto hereby covenant and agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall be deemed to have the following meanings:

(a) "**ASPE**" shall have the meaning ascribed thereto in Section 16 of this Agreement;

(b) "**Additional Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(c) "**this Agreement**", "**hereof**", "**herein**," "**hereunder**" and words to like effect, refer to this Co-Owners Agreement as a whole and not to any particular provision, as it may be amended, supplemented and/or restated from time to time;

(d) "**Business Day**" means any day of the week other than a Saturday, Sunday or a day which is a statutory holiday, in Ontario, Canada;

(e) "**Concept Planning Fund**" shall have the meaning ascribed thereto in Section 18 of this Agreement;

(f) "**Co-Owners**" means the owners from time to time of Interests and who have signed a counterpart of this Agreement, and shall include the Purchaser, as well as the Vendor to the extent that it retains any Interest, and "**Co-Owner**" means any of the Co-Owners;

(g) "**Co-Owners Record**" has the meaning ascribed thereto in Section 11 of this Agreement;

(h) "**CRA**" means the Canada Revenue Agency, established pursuant to the *Canada Revenue Agency Act*, S.C. 1999, c. 17, which administers tax laws of Canada, including under the *Income Tax Act*, for the Government of Canada;

(i) "**Declaration of Trust**" means the declaration of trust executed by the Nominee concurrently with the completion by a Co-Owner of the purchase from the Vendor of an Interest and pursuant to which the Nominee declares and confirms that it holds registered title to the Property in trust for and on behalf of such Co-Owner, to the extent of such Co-Owner's respective Interest. For greater certainty, "**Declaration of Trust**" includes the declaration of trust executed by the Nominee upon the completion by a Co-Owner of the Transfer of an Interest to a transferee in accordance with the provisions of this Agreement, and includes the declaration of trust executed by the Nominee in favour of the Vendor at the time of its acquisition of the Property;

(j) "**Designated Person**" shall have the meaning ascribed thereto in Section 10 of this Agreement;

LV372-LV381-31734

(k) "**Dispute**" shall have the meaning ascribed thereto in Section 31 of this Agreement;

(l) "***Excise Tax Act***" means the *Excise Tax Act* (Canada), as amended from time to time, including the regulations made pursuant thereto;

(m) "**HST**" means the harmonized sales tax payable pursuant to the *Excise Tax Act*, including the Province of Ontario's portion thereof;

(n) "***Income Tax Act***" means the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.), as amended from time to time, including the regulations made pursuant thereto;

(o) "**Initial Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(p) "**Interest**" means the undivided beneficial interest in the Property purchased by a Co-Owner pursuant to a Sale and Purchase Agreement, and includes any undivided beneficial interest in the Property continued to be owned by the Vendor, and "**Interests**" means every Interest;

(q) "***Land Transfer Tax Act***" means the *Land Transfer Tax Act*, R.S.O. c.L.6, as amended;

(r) "**LTT**" means the land transfer tax payable pursuant to the *Land Transfer Tax Act*;

(s) "**Net Income**" shall have the meaning attributed thereto in Section 6(j) of this Agreement;

(t) "**Notice Requisitioning an Ordinary Resolution**" shall have the meaning attributed thereto in Section 8 of this Agreement;

(u) "**Notice Requisitioning a Special Resolution**" shall have the meaning attributed thereto in Section 10 of this Agreement;

(v) "**Offer**" shall have the meaning attributed thereto in Section 19 of this Agreement;

(w) "**Operator**" means LV Capital Management Inc., or the Designated Person that may be appointed as the Operator's replacement as determined in accordance with Section 10 of this Agreement;

(x) "**Ordinary Resolution**" means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 51% of the aggregate Interests in the Property;

(y) "**Planning Activities**" means the reports, plans, studies, audits, assessments, investigations, legal proceedings, procedures, filings, submissions, applications and/or any other actions taken or made in respect of or in furtherance of the rezoning of, or other land use planning matters related to, the Property;

(z) "**Property**" means the real property legally described on Schedule "1" annexed hereto;

(aa) "**Retained Interest**" shall have the meaning attributed thereto in Section 23 of this Agreement;

(bb) "**Sale and Purchase Agreement**" means the agreement of sale and purchase, or an agreement substantially in the form of the agreement of sale and purchase, entered into

LV372-LV381-31734

between the Vendor, as vendor, and each Co-Owner (other than the Vendor), as purchaser, pursuant to which each Co-Owner agreed to acquire its respective Interest in the Property. **"Sale and Purchase Agreements"** means every Sale and Purchase Agreement;

(cc) **"Special Resolution"** means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 85% of the aggregate Interests in the Property;

(dd) **"Transfer"** shall have the meaning ascribed thereto in Section 11 of this Agreement; and

(ee) **"Vendor"** means TSI-LV International Canada Inc.

2. INTERPRETATION

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) the division of this Agreement into Articles, paragraphs, subparagraphs and schedules and the insertion of headings are provided for convenience only and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;

(b) all references to currency herein are references in Canadian dollars;

(c) any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto;

(d) any reference to an entity shall include and shall be deemed to be a reference to any entity that is a successor to such entity;

(e) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

3. TITLE

Legal title to the Property shall be held in the name of the Nominee, which shall hold such title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Vendor, to the extent of its Retained Interest, if any.)

4. MAILING ADDRESSES

The mailing address of the Nominee, the Vendor and the Operator shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee, the Vendor and/or the Operator may change its mailing address from time to time by giving notice in writing to that effect to all Co-Owners, pursuant to the notice provisions contained in this Agreement.

LV372-LV381-31734

5. REPRESENTATIONS AND WARRANTIES OF THE NOMINEE AND OPERATOR

(a) The Nominee represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite power, capacity and corporate authority to act as nominee and to perform its obligations under this Agreement;

(iii) it shall not carry on any business other than for the purposes set forth in this Agreement;

(iv) it holds and shall continue to hold legal title to the Property as nominee and bare trustee for and on behalf of each Co-Owner to the extent of each Co-Owner's Interest; and

(v) it shall only deal with the Property in the manner and as provided for in this Agreement.

(b) The Operator represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite capacity and corporate authority to act as Operator, and to perform its obligations under this Agreement; and

(iii) it shall comply with its obligations as provided for in this Agreement.

6. OPERATION AND MANAGEMENT OF THE PROPERTY

The Co-Owners hereby appoint the Operator and the Operator hereby accepts the appointment as the operator and manager of the Property and agrees to undertake such Planning Activities as the Operator may determine in its discretion, acting reasonably, are required to rezone the Property to such use or uses as the Operator shall determine, acting reasonably, and in the best interest of the Co-Owners. The Operator agrees to carry out such Planning Activities and to operate and manage the Property in good faith and in the best interest of the Co-Owners. The Operator agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and to proceed diligently to make all necessary applications to rezone the Property to such use or uses as the Operator shall determine, in its reasonable discretion, and to use its reasonable commercial efforts, at the cost and expense of the Co-Owners, with such costs to be defrayed out of the Concept Planning Fund initially, to obtain all necessary approvals and consents from applicable governmental authorities in connection therewith. Subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have such general powers and authority to administer, manage, control, operate, finance, refinance, develop, lease, grant easements and other rights in, under and over, the Property and to do any act, take any proceeding, make any decision and execute and deliver any instrument, deed, agreement, affidavit or document necessary for or incidental to any of the foregoing, for and on behalf and in the name of the Co-Owners, or as the Co-Owners may so direct by Special Resolution. No person dealing with the Operator

LV372-LV381-31734

will be required to enquire into the authority of the Operator to do any act, take any proceeding, make any decision or execute and deliver any instrument, deed, agreement or document for or on behalf or in the name of the Co-Owners.

Without limiting the generality of the foregoing provisions of this Section 6., but subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have the following specific powers and authorities without further authority or approval from the Co-Owners:

(a) to engage such professional advisers and consultants as the Operator considers advisable in order to perform its duties hereunder;

(b) to open and operate one or more bank accounts in its name, as agent for the Co-Owners in respect of the Property with a Canadian chartered bank or trust company, into which the Operator may deposit all rentals, if any, and other income earned from the Property (if any) (which for greater certainty shall not include the Concept Planning Fund), and out of which account(s) all expenses properly relating to the Property shall be paid, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of such funds to cover all such expenses;

(c) to execute, deliver and carry out all other agreements which require execution by or on behalf of the Co-Owners with respect to the Property, including without limitation, any agreements required by any governmental or statutory authority having jurisdiction over or with respect to the Property, development agreements, site plan agreements, cost sharing agreements, easements and rights of way;

(d) to enter into lease and/or tenancy arrangements in respect of the Property or any part thereof and to collect all rentals and other income therefrom, if any, provided that nothing herein shall constitute a guarantee by the Operator of the payment of any rent by tenants;

(e) to pay all taxes, fees and other expenses relating to the orderly maintenance and management of the Property out of the Concept Planning Fund, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of funds to cover all such expenses;

(f) to commence or to defend on behalf of the Co-Owners, the Nominee, or itself, any and all actions and other proceedings pertaining to the Property or to the Co-Owners;

(g) to determine the amount and type of insurance coverage, if any, to be maintained in order to protect the Property and the Co-Owners from all usual perils of the type covered in respect of comparable properties and in order to comply with the requirements of any lenders of funds;

(h) to retain, employ and pay and discharge on behalf of the Co-Owners all servants, employees, advisors, consultants and/or contractors necessary to be retained for the management and operation of the Property, including, without limitation, for matters relating to its rezoning and development;

(i) to contract on behalf of the Co-Owners for water, gas, electricity and other utility services and commodities, including cable and telephone services necessary for the development, operation and maintenance of the Property; and

(j) to distribute the Net Income from the ownership, operation, use, financing, refinancing, and/or sale of the Property (if any) to each Co-Owner, proportionate to its respective Interest. For the purposes of this Agreement, "**Net Income**" shall mean the gross receipts (which, for greater certainty, shall not include the Concept Planning Fund) derived in any way from dealing with the Property, received by or on behalf of the Co-Owners from the ownership, operation, use, leasing, financing, refinancing, sale of, and/or development and/or any other dealing with of the Property, minus the aggregate of all proper expenses and charges incurred in connection therewith, calculated on an accrual basis, including:

(i) payment of principal and interest owing to mortgagees or other encumbrancers, or other lenders;

(ii) realty taxes, property tax assessments, charges or levies made by any duly constituted governmental or statutory authority, due and owing and secured by a right or apparent right to claim a lien or charge upon the Interests, or any of them, or the Property, and money due and owing from improvements to the Property secured by a lien or charge in favour of materialmen or workmen or trade contractors or other like persons or corporations upon the Interests, or any of them, or the Property;

(iii) all costs and expenses of any sale, financing or refinancing;

(iv) all development costs and expenses;

(v) all costs and expenses of operating, maintaining, leasing, managing, using, and/or developing the Property, and the costs and expenses of repair;

(vi) lighting, electricity and public utilities costs and expenses;

(vii) professional fees reasonably attributed to the Property, its operation, use, financing, refinancing, sale and/or development;

(viii) all other costs, expenses or disbursements which are properly attributable to the Property, except payments to the Co-Owners on account of capital or distribution of Net Income; and

(ix) reserves in such amount as deemed appropriate by the Operator from time to time, including without limitation for the purposes of replacement of major equipment, major renovations and repairs, leasehold improvements, marketing costs and any other reserves normally required for the prudent operation, use, financing, refinancing, sale and/or development of a like property.

Each Co-Owner shall have a proportionate beneficial interest in all of the gross cash receipts derived from the Property and shall be responsible for its proportionate share of the expenses and charges incurred in connection with the Property, in each case proportionate to its respective Interest. Each Co-Owner hereby irrevocably directs the Operator to pay its proportionate share of such expenses and charges out of its proportionate share of such gross cash receipts, as well as out of the Concept Planning Fund.

Each Co-Owner hereby confirms and acknowledges that neither the Operator nor any of its officers, directors, employees, advisors, consultants, agents or representatives has made any warranty or representation, or given any advice:

LV372-LV381-31734

(k) as to or in respect of the tax treatment of the purchase, disposition or holding of the Interest by a Co-Owner; or

(l) as to the timing of the rezoning or sale or development of the Property or the returns attainable by the Co-Owners upon a sale or lease of or other dealing with the Property.

Each Co-Owners acknowledges that he has been advised to seek his own independent legal and tax counsel prior to entering into a Sale and Purchase Agreement and this Agreement.

7. AUTHORITY TO WITHHOLD

The Operator is authorized to withhold any amounts required to be withheld from any distribution or other payment to a Co-Owner pursuant to the provisions of the *Income Tax Act* and to make payment of any such amount on behalf of a Co-Owner to the CRA, on account of taxes as may be required by law.

8. POWERS EXERCISABLE BY ORDINARY RESOLUTION

Notwithstanding anything to the contrary contained in this Agreement, the following powers shall only be exercisable by the Operator after an Ordinary Resolution is passed by the Co-Owners:

(a) approving the sale or exchange of all or any part of the Property (other than the sale of Interests by the Operator pursuant to Sale and Purchase Agreements);

(b) approving a proposal or plan to develop the Property;

(c) subject to Section 17, consenting to the amendment of this Agreement, provided that, no amendment to this Agreement shall impose or increase any financial or other obligations upon any of the Nominee of the Operator, or in any way adversely affect the Nominee or the Operator, without the prior written approval of the Nominee or the Operator, as the case may be;

(d) approving or ratifying the making of an Additional Advance by the Operator, in accordance with Section 18; or

(e) requiring that the financial statements for the Property be audited.

Other than a matter which under the terms of this Agreement requires a Special Resolution, the Operator may at any time and from time to time by notice in writing to all Co-Owners substantially in the form annexed hereto as Schedule "2" (the "**Notice Requisitioning an Ordinary Resolution**") request the Co-Owners to consider and approve any matter relating to the Property not requiring a Special Resolution. The Notice Requisitioning an Ordinary Resolution shall specify with reasonable detail the matter to be approved by the Co-Owners.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution. If the Operator fails to deliver such Notice Requisitioning an Ordinary Resolution within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or a group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the

LV372-LV381-31734

Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution which the Operator failed to deliver within the time provided in this Section 8 for the Operator to do so.

9. POWERS EXERCISABLE BY SPECIAL RESOLUTION

The following powers shall only be exercisable by Special Resolution passed by the Co-Owners:

(a) terminating the appointment of the Operator and appointing a new Operator from time to time, in accordance with the provisions of Section 10;

(b) instituting or continuing an action or suit against the Operator for damages based upon the fraud or gross negligence of the Operator in the performance of its obligations under this Agreement;

(c) requiring the Operator to remove the incumbent independent firm of chartered accountants qualified in Canada appointed pursuant to Section 16 and requiring the Operator to appoint a replacement; or

(d) apppointing a replacement for the Nominee in the event that the Nominee should be wound up or dissolved or be declared a bankrupt, such replacement to hold legal title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Operator if it retains any Retained Interest.)

10. CONTROL AND AUTHORITY VESTS WITH CO-OWNERS

The Co-Owners may by Special Resolution terminate and remove the Operator (in its capacity as Operator and not as a Co-Owner)and appoint a new Operator in its place and stead. Such new Operator shall be bound by all of the terms of this Agreement and shall execute an agreement confirming that it is bound under this Agreement as if it was an original signatory thereto.

Upon termination, the Operator terminated shall forthwith upon request of the person designated in the Special Resolution as the replacement Operator (the "**Designated Person**") do the following:

(a) deliver all agreements, documents, instruments, books and records and writings relating to the Property in its possession to the Designated Person, including, without limitation, the Co-Owners Record;

(b) execute and deliver such consents, acknowledgements and assignments pertaining to the Property and any Planning Activities as the Designated Person may require;

(c) cause its representatives on the board of directors of the Nominee to execute resignations as directors and officers forthwith after being required to do so by the Designated Person, provided the Nominee shall continue to indemnify such directors and officers in accordance with its by-laws in existence at the date hereof;

(d) execute and deliver a release in form and content satisfactory to the Designated Person, acting reasonably, releasing the Nominee and the Co-Owners from any liability, provided that: (i) the release by the Operator shall not release the Co-Owners from their obligation to continue to indemnify the Operator pursuant to Section 21 hereof; and (ii) the

LV372-LV381-31734

Operator receives a release in form and content satisfactory to the Operator, acting reasonably, executed by the Nominee and by the Designated Person for and on behalf of itself and each of the Co-Owners, releasing the Operator from any liability, and the Co-Owners expressly acknowledge and agree that the Designated Person shall have the power and authority to deliver such release, without any further approval or authorization required from the Co-Owners;

(e) do all things necessary and execute all necessary documents to effect the change of shareholders of the Nominee as directed by the Designated Person; and

(f) otherwise co-operate and assist to carrying out and giving effect to each of the actions set out in Section 10(a), (b), (c), (d) and (e) above.

The Operator may at any time and from time to time by notice in writing, substantially in the form annexed hereto as Schedule "3" (the "**Notice Requisitioning a Special Resolution**") to all Co-Owners, request the Co-Owners to consider and approve any matter relating to the Property requiring a Special Resolution pursuant to the terms of this Agreement. The Notice Requisitioning a Special Resolution shall specify with reasonable detail the matter to be considered and approved by Special Resolution.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning a Special Resolution with respect to any matter relating to the Property, including any matter requiring a Special Resolution pursuant to this Agreement. If the Operator fails to deliver such Notice Requisitioning a Special Meeting within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the Notice Requisitioning a Special Resolution which the Operator failed to deliver within the time provided in this Section 10 for the Operator to do so.

11. CO-OWNERS RECORD AND TRANSFERS OF INTEREST

The Operator shall record and at all times maintain and keep up to date a record of the names, addresses and other contact information for the Co-Owners, and the Interest held by each of the Co-Owners as well as particulars of any Transfer of Interests (collectively, the "**Co-Owners Record**").

No Co-Owner shall sell, transfer, assign, mortgage, pledge, grant a security interest or otherwise encumber or dispose of its Interest in the Property (each, a "**Transfer**"), except in compliance with any applicable requirements of the *Securities Act* (Ontario) and any other applicable legislation and otherwise in accordance with the provisions of this Agreement, if and to the extent required.

A Co-Owner may Transfer an Interest or part thereof provided that such Co-Owner complies and satisfies each of the following conditions:

(a) the transferor first delivers to the Operator an original or notarial copy of the executed document or instrument effecting the Transfer which shall be in such form as may be acceptable to the Operator, acting reasonably;

(b) the transferee agrees in writing and in such form as may be acceptable to the Operator, to be bound by the terms of this Agreement and upon completion of the Transfer to

LV372-LV381-31734

assume the obligations of the transferor under this Agreement in respect of the Interest subject to the Transfer;

(c) the transferor delivers or causes to be delivered to the Operator a direction addressed to both the Nominee and the Operator, in form and substance satisfactory to the Operator and the Nominee, directing the Nominee to execute and deliver a Declaration of Trust for the Interest subject to the Transfer in favour of the transferee;

(d) the transferee pays such costs, expenses and disbursements, including legal fees, as are reasonably incurred by the Operator by reason of the Transfer;

(e) the transferee pays all applicable HST pursuant to the *Excise Tax Act*, and all applicable LTT pursuant to the *Land Transfer Tax Act*, and makes or causes to be made any and all necessary filings, payments and remittances within the time periods required therefor under the provisions of the *Excise Tax Act* and the *Land Transfer Tax Act* and the respective regulations thereunder;

(f) the transferor either provides the transferee with evidence reasonably satisfactory to the transferee that the transferring Co-Owner is not then a "non-resident" of Canada within the meaning of the *Income Tax Act* or provide the transferee with a certificate pursuant to subsection 116(2) of the *Income Tax Act* with a certificate limit in an amount not less than the purchase price for the Interest subject to the Transfer; provided that if such evidence or certificate is not forthcoming, the transferee shall be entitled to make the payment of tax required under section 116 of the *Income Tax Act* and to deduct such payment from the purchase price for the Interest subject to the Transfer;

(g) the transferee executes and delivers to the Operator a counterpart of the Agreement; and

(h) the transferor provides such other documents, agreements, acknowledgements and confirmations as may be required by the Operator or by law (including compliance by the transferring Co-Owner with the provisions of the *Securities Act* (Ontario) if and to the extent applicable).

When a transferee of an Interest is entitled to become a Co-Owner pursuant to the provisions hereof, the Operator will:

(i) record a Transfer of the Interest; and

(j) forward a Declaration of Trust to the transferee in respect of the Interest so transferred.

12. OPERATOR NOT BOUND TO SEE TO TRUST OR EQUITY

Other than pursuant to the terms of the Declaration of Trust, the Operator shall not be bound to see to the execution of any trust, express, implied or constructive, or any charge, pledge or equity to which any Interest is subject, or to ascertain or inquire whether any sale or transfer of any such Interest by any Co-Owner or by his personal representatives is authorized by such trust, charge, pledge or equity, or to recognize any person having any interest therein except for the person or persons recorded by the Operator as the Co-Owner.

LV372-LV381-31734

13. INCAPACITY, DEATH, INSOLVENCY OR BANKRUPTCY

Where a person becomes entitled to an Interest by incapacity, death, insolvency or bankruptcy of a Co-Owner or otherwise by operation of law, in addition to the requirements of Section 11 hereof, that person will not be recorded as or become a Co-Owner until:

(a) he produces evidence satisfactory to the Operator of such entitlement; and

(b) he has delivered such other evidence, approvals and consents in respect of such entitlement as the Operator may require and as may be required by applicable law or by this Agreement.

14. DECLARATIONS OF TRUST

A separate Declaration of Trust shall be executed and delivered by the Nominee to each Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of a Co-Owner to the extent of the Co-Owner's Interest. Provided that the Transfer of an Interest has been effected in accordance with the provisions of Section 11 of this Agreement, a separate Declaration of Trust shall be executed and delivered by the Nominee to each transferee Co-Owner of an Interest from a transferring Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of the transferee Co-Owner to the extent of such Co-Owner's Interest.

15. LOST DECLARATIONS OF TRUST

Where a Co-Owner by notice in writing advises the Operator that the Declaration of Trust with respect to such Co-Owner's Interest has been defaced, lost or destroyed or wrongly taken, the Operator may cause a new Declaration of Trust to be issued, provided that the Co-Owner files with the Operator an indemnity in such form as is satisfactory to the Operator to indemnify the Operator, the Nominee and the other Co-Owners from any loss, cost, liability or damages that it or they may incur or suffer by complying with the request to issue a new Declaration of Trust, and provided further that the Co-Owner satisfies all other reasonable requirements of the Operator, including delivery of a form of proof of loss.

16. BOOKS AND RECORDS AND FINANCIAL REPORTS

The Operator will keep or cause to be kept on behalf of the Co-Owners at the Operator's principal place of business in Ontario:

(a) full and accurate books of account and records of all financial transactions relating to the Property including, without limitations, the receipts and expenditures relating to the Property and the Concept Planning Fund;

(b) the Co-Owners Record setting out the name and address of each Co-Owner; and

(c) copies this Agreement and all counterparts.

At any time upon 10 Business Days written notice to the Operator a Co-Owner may request the Operator to examine any of the documents noted in clauses (a) and (b) above at the office of the Operator and may take copies thereof provided that such requesting Co-Owner pays the reasonable cost to the Operator for making such copies, provided further that any such requesting Co-Owner shall have first provided an affidavit and undertaking, in form and substance satisfactory to the Operator, acting reasonably, duly sworn before a notary public or other individual authorized to administer oaths in the jurisdiction of residence of the

LV372-LV381-31734

Purchaser, stating: (aa) the name and address of such requesting Co-Owner, and that the Co-Owner is a Co-Owner; (bb) that the Co-Owners Record shall not be used by the requesting Co-Owner or any other person except in connection with a *bona fide* effort to influence the voting by Co-Owners on an Ordinary Resolution or a Special Resolution; (ccc) that the information so provided is subject to applicable privacy rules and regulations; (ddd) that none of the information provided pursuant to clause (a) above shall be disclosed by or on behalf of the requesting Co-Owner to any person who is not a Co-Owner, that such information is proprietary to the Operator and the Co-Owners, and that its disclosure could cause irreparable harm to the other Co-Owners and the Operator; (eee) that the requesting Co-Owner will not, directly or indirectly, offer for sale or purchase, or otherwise traffic in, a list or copy of a list of the Co-Owners or any information contained in the Co-Owners Record; (fff) the requesting Co-Owner acknowledges and agrees that in the event of a breach of any of the covenants, provisions and restrictions in affidavit, the Co-Owners' and Operator's remedy in the form of monetary damages may be inadequate and that the Operator, for itself and on behalf of the other Co-Owners, shall be authorized and entitled, in addition to all other rights and remedies available to it and them, to apply for and obtain from any court of competent jurisdiction interim and permanent injunctive relief and an accounting of all profits and benefits arising out of such breach; and (ggg) that the requesting Co-Owner shall indemnify and hold harmless the Operator and the Nominee and the other Co-Owners from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee or the other Co-Owners by reason of any breach by such requesting Co-Owner of any of the covenants, provisions and restrictions contained in the affidavit.

The Operator shall provide or cause to be provided to each Co-Owner not later than 120 days after the end of each calendar year, financial statements showing the financial results for the Property for such calendar year. The Operator shall retain, at the expense of the Co-Owners, an independent firm of chartered accountants qualified in Canada to prepare such financial statements. Such financial statements shall contain a balance sheet, and a statement of cash flows and shall be prepared in accordance with Canadian accounting standards for private enterprises ("**ASPE**") applicable to the real estate industry in Canada and applied on a consistent basis from year to year. The financial statements shall not be required to be audited unless the Co-Owners by Ordinary Resolution require audited financial statements. For greater certainty, the funds in the Concept Planning Fund are hereby recognized as being the funds of the Operator, not of the Co-Owners.

17. AMENDMENT OF AGREEMENT

This Agreement may be amended in writing on the initiative of the Operator with the consent of the Co-Owners given by Ordinary Resolution. Notwithstanding the foregoing, the Operator may, without any prior notice to or consent from the Co-Owners amend any provision of this Agreement from time to time:

(a) to cure an ambiguity or to correct or supplement any provision contained herein which, in the reasonable opinion of the Operator, may be defective or inconsistent with any other provision contained herein, and with respect to which the cure, correction or supplemental provision does not and will not adversely affect the Interests of the Co-Owners; or

(b) to make such other provisions in regard to matters or issues relating to or arising under this Agreement which, in the reasonable opinion of the Operator, do not and will not adversely affect the Interests of the Co-Owners.

LV372-LV381-31734

The Operator agrees to inform the Co-Owners by written notice within 60 days following the effective date of an amendment to this Agreement and provide copies of the amending agreement within the said 60 days.

18. PLANNING ACTIVITIES AND CONCEPT PLANNING FUND

As agent for the Vendor, the Operator shall deposit an amount equivalent to the Concept Planning Fund Contribution (as such term is defined in each Sale and Purchase Agreement) received by the Vendor under every completed Sale and Purchase Agreement into a single, segregated account (the "**Concept Planning Fund**") to be in the name of the Operator and to be used by the Operator solely for the purpose of paying the costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities, and those costs and expenses enumerated in Section 6(j) of this Agreement.

The Concept Planning Fund is intended to be a deposit account. Each Co-Owner's respective proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Co-Owner following completion of the sale of the Property. Each Co-Owner's share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of this Agreement) will be paid by the Co-Owner and deducted from his proportionate share of any sale proceeds receivable by him, if and when the Property is sold or otherwise disposed of. Each Co-Owner hereby irrevocably authorizes and directs the Operator to withhold from his proportionate share of any amounts otherwise receivable by it under this Agreement the amount of any such shortfall, and to pay such amount to the Operator.

The Operator shall keep proper and accurate records and details of all expenses paid out of the Concept Planning Fund, and at the request of the Vendor, provide access to the Vendor's representatives to such records and details of expenses to permit the Vendor to satisfy itself that such expenses were paid in accordance with the provisions of this Agreement.

The Operator shall prepare, perform and take or cause to be prepared, performed and taken all Planning Activities as it determines in its reasonable discretion are necessary for and on behalf of the Co-Owners including, without limitation, the following:

(a) surveys and concept plans in connection with the rezoning of the Property;

(b) in the reasonble discretion of the Operator, engage all consultants and professionals including, without limitation, legal counsel with respect to rezoning of the Property or any other Planning Activities;

(c) enter into or request the Nominee to enter into and deliver any documents, consent, acknowledgements or agreements including, without limitation, easements, rights in the nature of an easement, transfers, undertakings, applications, appeals and/or any other similar or related agreements or documents which may be required in the reasonable discretion of the Operator in connection with the Planning Activities;

(d) pay for all costs and expenses associated with Planning Activities, municipal property taxes and the cost of maintaining the Property, out of the Concept Planning Fund, and if insufficient, out of additional funds provided by the Co-Owners; and

(e) keep detailed records and accounts for or pertaining to the Planning Activities.

LV372-LV381-31734

If the amount set aside in the Concept Planning Fund is not sufficient to defray all costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities and those costs and expenses enumerated in Section 6(j) of this Agreement, the Operator, in the exercise of its absolute discretion, and without the approval of the Co-Owners, may advance to the Co-Owners an amount or amounts on account of such shortfall to a maximum of 5% of the aggregate purchase prices paid by all Co-Owners for their respective Interests(collectively, the "**Initial Advance**"). The Initial Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance made to the Co-Owners out of the proceeds of the sale of the Property.

If the cost of Planning Activities exceeds the combination of the Concept Planning Fund and the Initial Advance, the Operator, as it deems necessary in the exercise of its absolute discretion but subject to the approval of the Co-Owners by way of an Ordinary Resolution, may advance to the Co-Owners additional amounts as may be required for such purposes (collectively, the "**Additional Advance**"). The Additional Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, after repayment of the Initial Advance, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance and the Additional Advance made to the Co-Owners out of the proceeds of the sale of the Property.

19. SALE OF THE PROPERTY

Any offer to purchase the Property received by the Operator or the Nominee, which the Operator deems acceptable (the "**Offer**") shall be presented to all of the Co-Owners for consideration and if approved by an Ordinary Resolution such Offer shall be accepted by the Nominee and such acceptance shall be binding upon all of the Co-Owners. Any sale of the Property by the Nominee resulting from an Offer the acceptance of which was approved by an Ordinary Resolution of the Co-Owners shall be deemed to include the sale by the Co-Owners of the Interests.

The Co-Owners hereby agree that Operator shall have the right, exercisable by notice in writing to the Co-Owners within 30 days after the Co-Owners have passed an Ordinary Resolution to accept the Offer, to purchase the Property at the same price and on the same terms and conditions as are contained in the Offer approved by Ordinary Resolution of the Co-Owners.

If the Operator fails to provide the notice exercising its right to purchase the Property on the same terms and conditions as are contained in the Offer within the said 30 days, then the Nominee shall accept the Offer and complete the transaction with the party that made the Offer the acceptance of which was approved by Ordinary Resolution of the Co-Owners.

20. HST AND LTT

Each of the Co-Owners hereby authorizes the Operator to make any and all filings, payments and/or remittances for HST with respect to the purchase by each Co-Owner of his respective Interest and any other payments of HST applicable to the services provided to the Nominee or in respect of the Property or the Interest of a Co-Owner.

Each Co-Owners hereby authorizes the Operator to carry out any HST reporting or filing obligations that are required in respect of the Interests or the Property. Such authority shall

LV372-LV381-31734

include the execution of any documents that have to be or which may be advisable to be executed under the *Excise Tax Act*. The Operator shall to the extent required under the *Excise Tax Act* make and satisfy all filing and reporting obligations of a Co-Owner with respect to the Interest of the Co-Owner and shall provide each Co-Owner with copies of such filings and reports.

Each of the Co-Owners hereby authorizes the Operator to make any and all filings payments and/or remittances, from funds provided by the Co-Owner, relating to LTT arising from the purchase by each Co-Owner from the Vendor of his respective Interest in the Property. For greater certainty, each of the Co-Owners hereby authorizes the Operator on behalf of the Co-Owner and with the Co-Owner's funds to make any and all payments, remittances and filings under the provisions of the *Land Transfer Tax Act* relating to LTT and within the time period required therefor under the *Land Transfer Tax Act*, arising from the acquisition and/or ownership of the Interest. The Operator shall provide each Co-Owner with copies of such filings and evidence of the payments and remittances upon the written request of a Co-Owner.

21. POWER OF ATTORNEY

Each Co-Owner hereby nominates, constitutes and appoints each of the Operator and the Nominee, acting alone or together, with full power of substitution, as his true and lawful attorney and agent with full power and authority in his name, place and stead, for his use and benefit, to do the following, as fully and effectually as the Co-Owner could do if personally performed including, without limitation:

(a) execute and deliver all such documents or instruments on behalf of and in the name of the Co-Owners, or any of them, as may be deemed necessary by the Operator to carry out fully the provisions of this Agreement in accordance with its terms;

(b) execute, swear to, acknowledge, deliver, file and/or remit to or with the Ministry of Finance (Ontario) pursuant to the *Land Transfer Tax Act*, as amended, all necessary returns and payment or remittances in connection with the acquisition by the Co-Owners of their respective Interests in the Property;

(c) execute, acknowledge, deliver and file and/or remit to or with the CRA, all necessary instruments, declarations, certificates and other documents, and remittances relating to HST;

(d) execute, acknowledge, deliver and file as and where required any election made pursuant to subsection 273(1) of the *Excise Tax Act* as contemplated in each Purchase Agreement;

(e) execute and deliver all conveyances, agreements, documents and other instruments pertaining to the sale, development, redevelopment, financing, refinancing or leasing of the Property as the Operator determines in its sole discretion is in the best interests of the Co-Owners, and as permitted by this Agreement or authorized by Ordinary Resolution or Special Resolution of the Co-Owners; and

(f) execute, acknowledge, deliver and file any and all CRA non-resident personal income tax returns.

Each Co-Owner acknowledges and confirms that the power of attorney granted herein is made pursuant to the *Powers of Attorney Act* (Ontario) and is a power coupled with an interest, will survive the death, disability or other legal incapacity of the Co-Owner and will survive the assignment (to the extent of the Co-Owner's obligations hereunder) by the Co-Owner of the whole or any part of his Interest and extends to the heirs, executors, administrators, successors

LV372-LV381-31734

and assigns of the Co-Owner and may be exercised by the Operator or the Nominee, acting alone or together, executing on behalf of the Co-Owners, or any of them, any instrument, by listing all of the Co-Owners to be bound by such instrument with a single signature as attorney and agent for all of them, or otherwise. Each of the Co-Owners agrees to be bound by any representations and actions made or taken in good faith and in accordance with the terms of this Agreement by the Nominee and/or the Operator pursuant to such power of attorney in accordance with the terms hereof and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the Nominee or the Operator taken in good faith under such power of attorney. The Operator shall, at the written request of a Co-Owner, provide such Co-Owner with copies of any of the documents or instruments executed, sworn, delivered, acknowledged or remitted by the Operator for and on behalf of that Co-Owner only under the power of attorney provided for in this Section 21.

22. INDEMNIFICATION

Each of the Co-Owners hereby agrees, severally and not jointly or jointly and severally, to indemnify and hold harmless the Operator and the Nominee from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee, or by any one or more attorneys appointed by it or them under the power to substitute pursuant to the power of attorney provision contained in Section 21 above, by reason of acts, omissions or alleged acts or omissions arising out of the activities of the Operator or the Nominee on behalf of the Co-Owners or in furtherance of the Interests of the Co-Owners but only if the acts, omissions or the alleged acts or omissions in respect of which any actual or threatened action, proceeding or claim are based, were performed in good faith and in accordance with the Agreement.

23. VENDOR'S RIGHT TO RETAIN AN INTEREST

The Co-Owners acknowledge and agree that the Vendor has the right, but not the obligation, to retain an undivided beneficial Interest in the Property (a "**Retained Interest**"), to whatever extent it wishes, and the Vendor to the extent of any such Retained Interest shall for the purposes of this Agreement be a Co-Owner and be deemed to be bound by this Agreement. The Vendor may at any time and from time to time Transfer and assign all or any part of such Retained Interest to any person or persons it deems appropriate and upon such Transfer or assignment, the assignee or transferee thereof shall execute a counterpart of this Agreement and shall be a Co-Owner to the extent of the Retained Interest so transferred or assigned.

24. COMPETING INTERESTS

Each of the Co-Owners and the Operator is entitled, without the consent of any of the others of them, to own property and to carry on any business or activity whatsoever, whether of the same or different nature as that owned by or carried on by any of them, and whether or not in competition with the Interests, the Property or any activity carried on by any of them, and neither any Co-Owner nor the Operator shall be liable to account to any of the other of them.

25. NOTICES

Any notice or communication required or permitted to be given to the Nominee, the Vendor, the Operator or the Co-Owners hereunder shall be in writing and shall be given by delivery or by mailing to same to be addressed as follows:

(a) To the Nominee, the Vendor or the Operator, at its respective mailing address provided in Section 4 above.

LV372-LV381-31734

(b) To each Co-Owner at his last address shown on the Co-Owners Record maintained by the Operator.

Any notice or communication delivered as aforesaid shall be in the English language but may be accompanied by an unofficial translation and shall be deemed to have been given to the addressee on the day of delivery, if delivered by courier or, if mailed as aforesaid, shall be deemed to have been given to the addressee on the 10th Business Day following the mailing of such notice, provided that, for such purposes, no day during which there shall be a strike or other occurrence which shall interfere with normal mail services shall be considered a Business Day. If delivery of any notice or communication is made via fax, delivery shall be deemed to have been made on the day following the sending of the fax unless such day is not a Business Day, in which case delivery shall be deemed to have been made on the next Business Day.

26. FURTHER ACTS

The parties hereto agree to execute and deliver such further and other documents and to perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

27. BINDING EFFECT

Subject to the restrictions on Transfers herein contained, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and permitted assigns.

28. SEVERABILITY

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts, by original or facsimile signature, with the same affect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same agreement.

30. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, in the Country of Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

31. DISPUTE RESOLUTION

Any disputes, claims, disagreements, differences, (including, without limitation, interpretation, performance and enforcement) (collectively the "**Dispute**") that may arise between the Co-Owners or any of them and/or the Operator and/or the Nominee relating in any manner to this Agreement, the Property, or the Interests or any of them, shall attempted to be resolved by mediation and if such mediation is not successful, then by arbitration.

Upon written demand of the Nominee, the Operator or the Co-Owners or any them and within 10 days after such demand, the parties shall attempt to appoint a mediator. If within such period of time they are unable to agree on a mediator, the Dispute shall be resolved by arbitration. If the parties to the Dispute are unable to agree upon a single arbitrator within 10 days after a demand has been made by any party to the Dispute to appoint a single arbitrator then, any party to the Dispute may apply, to a Justice of the Superior Court of Justice sitting in the City of Toronto, in the Province of Ontario, Canada for the appointment of an arbitrator.

The arbitration shall proceed in accordance with the provisions of the *Arbitration Act*, 1991 (Ontario) and any amendments or successor legislation thereto, which provisions shall apply *mutatis mutandis*. The arbitrator shall have the power to determine the procedure for the arbitration and to deliver his or her award notwithstanding the default by any party in respect of any procedural order made by the arbitrator.

The arbitrator shall proceed immediately to hear and determine the Dispute. The award of the arbitrator shall be made within 30 days after the appointment of the arbitrator, subject to any reasonable delay due to unforeseen circumstances. The award of the arbitrator shall be in writing and signed by the arbitrator, and shall be final and binding on the parties to the Dispute, not subject to any appeal, and the parties to the Dispute shall abide by the award and perform the terms and conditions thereof. The arbitration award shall deal with the costs of arbitration and all matters related thereto including the arbitrator's fees and expenses. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Unless otherwise mutually agreed, any mediation or arbitration of a Dispute shall take place in the Municipality of Metropolitan Toronto, in the Province of Ontario, in the Country of Canada.

32. NO INTENTION TO CREATE A PARTNERSHIP

The Co-Owners acknowledge, agree and declare that the entering into of this Agreement does not, and is not intended to, create a partnership, for any purpose. The Co-Owners further agree that nothing herein is to be construed as a limitation of the powers or rights of any Co-Owner to carry on its separate respective activities. Except for the Operator as contemplated in this Agreement, none of the Co-Owners shall have the right to bind any of the other Co-Owners, transact any business in any of the other Co-Owners names or on their behalf or incur any liability for or on behalf of any of the other Co-Owners. The Co-Owners agree that they shall each report their income or loss arising from the ownership of their Interests, for both accounting and income tax purposes, and to the applicable taxing authorities, as co-venture parties independent of one another, and not as partners in a partnership.

33. NO RIGHT TO PARTITION, ETC.

Each of the Co-Owners, by becoming a party to this Agreement, agrees and will be deemed to have agreed that he will not seek any remedy or right for the termination of this Agreement which would otherwise be available at law or in equity or for the termination of the co-ownership of the Property or which would otherwise be available pursuant to the *Partition Act*, R.S.O. 1980, c. 369,) and any amendments or successor legislation thereto, and each such Co-Owner shall be forever estopped from asserting otherwise and from seeking such remedy or right. In the event of any breach of the provisions of this Section 33 by a Co-Owner, the other Co-Owners and the Operator shall, in addition to all rights and remedies at law or in equity to which it is or they are otherwise entitled, be entitled to a decree or order

LV372-LV381-31734

perpetually restraining and enjoining such partition, application, action or other proceeding, and the first-mentioned Co-Owner shall not plead in defence thereto that there would be an adequate remedy at law, it being acknowledged by all the parties hereto that the injury and damages flowing from any such breach would be impossible to measure monetarily.

34. TIME

Time shall be of the essence of this Agreement.

35. REFERENCE DATE

This Agreement is dated for reference as of the 9TH day of November, 2011.

IN WITNESS WHEREOF this Agreement is executed with effect as of the day and year first above written.

EXECUTED this 4TH day of JUNE, 2012 with effect as of the day and year first above written.

CO-OWNER

WITNESS

✓ SIGNATURE OF WITNESS 林 千秋

Signature of Witness

Print: CHIAKI HAYASHI

SIGNATURE OF CO-OWNER ★

Signature of Co-Owner

Print: HIRONORI KOBAYASHI

EXECUTED this 17TH day of AUGUST, 2012 with effect as of the day and year first above written.

LONDON VALLEY INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

EXECUTED this 17TH day of AUGUST, 2012 with effect as of the day and year first above written.

TSI-LV INTERNATIONAL CANADA INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

LV CAPITAL MANAGEMENT INC.

EXECUTED this 17TH day of AUGUST, 2012 with effect as of the day and year first above written.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

SCHEDULE "1"

Legal Description of Property

Lands and premises located on 5318 Colonel Talbot Road, in the city of London, in the province of Ontario, in the Country of Canada and legally described as Part Lot 63 ETR as in WU28828, except WU30493, WU45704, WU49601, WU80146, 299895, 106748, 88711, CM168; subject to 340398. WU45704; London/Westminster

SCHEDULE "2"

NOTICE OF REQUISITION OF ORDINARY RESOLUTION

By Co-Owners

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____, 201_ .

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: HIRONORI KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV372-LV381

By Operator

NOTICE IS HEREBY GIVEN that the undersigned requests the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned signed to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____ , 201__.

LV CAPITAL MANAGEMENT INC.,

Per: _____

Name:
Title:
I have authority to bind the Corporation.

Appendix 1

FORM OF ORDINARY RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____, 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: HIRONORI KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV372-LV381

Identification No. _____

SCHEDULE "3"

NOTICE OF REQUISITION OF SPECIAL RESOLUTION

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners to approve the Special Resolution attached hereto as Appendix I **by no later than** the _____ day of _____, 2010 (the "**Return Date**"). If the form of Special Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Special Resolution.

Dated the _____ day of _____, 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: HIRONORI KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV372-LV381

Identification No. _____

Appendix I

FORM OF SPECIAL RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____ , 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: HIRONORI KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV372-LV381

Identification No. _____

DECLARATION OF TRUST

Cert. No. LV_JP_1731592aca5fb4d789c4119c65c10b4b

ID. 31734 UDI. LV372-LV381

Interest: 10/578TH

This is to certify that HIRONORI KOBAYASHI is the owner of an undivided beneficial 10/578TH interest (the "Interest") in the real property located on 5318 Colonel Talbot Road, in the city of London, in the province of Ontario, in the Country of Canada and legally described as Part Lot 63 ETR as in WU28828, except WU30493, WU45704, WU49601, WU80146, 299895, 106748, 88711, CM168; subject to 340398. WU45704; London/Westminster (the "Property") and that London Valley Inc., as the registered holder of title to the Property, declares and acknowledges that it is holding title to the Property in trust for and on behalf of HIRONORI KOBAYASHI, to the extent of the Interest.

Reference is made to the co-owners agreement (the "Agreement") dated for reference as of the 9TH day of November, 2011 among the owner of the Interest named in the within Declaration of Trust, London Valley Inc. TSI-LV International Canada Inc., LV Capital Management Inc. and all other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of the Agreement. The Agreement provides for certain rights and obligations of the owners of undivided beneficial interest in the Property.

This Declaration of Trust and the Interest represented hereby are not transferable by delivery but only by the registered holder hereof, or by his agent duly authorized in writing, upon compliance with the provisions of the Agreement, including delivery to TSI-LV International Canada Inc. at its principal office in Mississauga, Ontario, of this Declaration of Trust together with a duly executed transfer of beneficial interest in the form required by TSI-LV International Canada Inc.

IN WITNESS WHEREOF London Valley Inc. and TSI-LV International Canada Inc. have caused this Declaration of Trust to be signed by its duly authorized officers this 17TH day of AUGUST, 2012.

LONDON VALLEY INC.

Per: _____

Name:
Title:
I/We have authority to bind the Corporation

TSI-LV INTERNATIONAL CANADA INC.

Per: _____

Name:
Title:
I/We have authority to bind the Corporation

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JP 10/26/12

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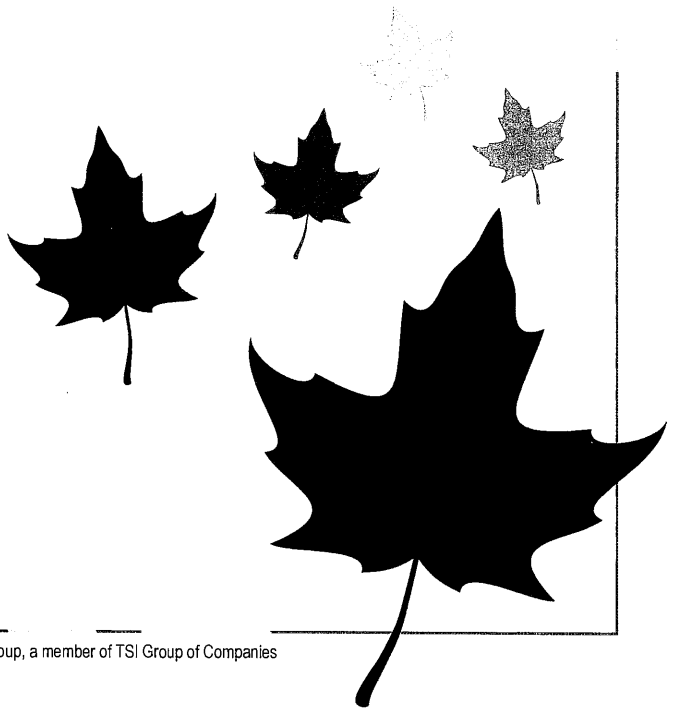
TSI
INTERNATIONAL

LONDON VALLEY INC.

AKIKO KOBAYASHI



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UNIT IDENTIFICATION NO. LV168-LV169,LV409,LV471,LV484-LV494,LV525-LV534

AGREEMENT OF SALE AND PURCHASE dated the 7TH day of SEPTEMBER, 2012,

BETWEEN

AKIKO KOBAYASHI,

Identification:DRIVER'S LICENSE (527730357761)

Address: 413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Phone Number: 81-776-27-5321

(hereinafter referred to as the "**Purchaser**")

-and-

TSI-LV INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario,

(hereinafter referred to as the "**Vendor**");

-and-

LONDON VALLEY INC.,
a corporation incorporated under the laws of the Province of Ontario

(hereinafter referred to as the "**Nominee**")

WHEREAS:

A. The Vendor is the beneficial owner of an undivided interest in a parcel of land described in Schedule "B" annexed to this Agreement (the "**Property**") and title to which Property is registered in the name of the Nominee.

B. The Vendor is engaged in the business of land banking, the prime focus of which is to locate and purchase raw land and to endeavour to rezone the land through the applicable land development process to an approved use determined by the Vendor to be suitable and appropriate in all of the circumstances, and to thereby enhance the value of the land.

C. The Purchaser acknowledges that rezoning of the Property is uncertain and may take many years to achieve, often six years or longer, and that there can be no assurance that rezoning will be obtained, or if obtained, to permit for such use or uses as were requested and/or otherwise on terms and conditions that are satisfactory.

D. The Vendor may from time to time sell undivided beneficial interests in the Property to various purchasers.

E. The Purchaser acknowledges that real estate investments are generally subject to various risks, including a lack of liquidity, the highly competitive nature of the real estate industry, changes in general economic conditions (such as the availability and cost of mortgage funds), conditions of supply and demand for any particular type of real estate in the particular area, government regulations and changes thereto (including uncertainties and delays in zoning, subdivision and development regulatory approval processes, taxation of

LV168-LV169,LV409,LV471,LV484-LV494,LV525-LV534-32865

property and environmental legislation), changes in governments and the political environment in the jurisdiction where the real estate is located, and sensitivity to interest rates, among other factors.

F. The Purchaser acknowledges having had the opportunity to review this Agreement and its schedules with its advisors and to conduct such due diligence investigations as the Purchaser deemed appropriate with respect to all matters pertaining to the Property and to the Vendor.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. SALE OF UNDIVIDED BENEFICIAL INTEREST IN LAND

1.1 The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser a 25/578TH undivided beneficial interest in the Property (the "**Purchaser's Land Interest**").

1.2 The Purchaser's Land Interest will be identified by the following designated identification number: LV168-LV169,LV409,LV471,LV484-LV494,LV525-LV534

2. . PURCHASE PRICE

2.1 The Purchaser shall pay the aggregate sum of Ten Thousand Dollars of lawful money of Canada (C$10,000) for each 1/578TH undivided beneficial interest in the Property upon execution of this Sale and Purchase Agreement, of which Nine Thousand Five Hundred Dollars (C$9,500) of lawful money of Canada will be paid on account of the purchase price for such interest, and Five Hundred Dollars (C$500) of lawful money of Canada will be paid into a segregated account known as the "Concept Planning Fund" (the "**Concept Planning Fund**") to be used to defray costs, expenses and fees to be incurred in connection with the Property, as more particularly hereinafter described and as described in the Co-Owners Agreement (as such term is hereinafter defined).

2.2 The Purchaser hereby agrees to purchase the Purchaser's Land Interest for a total purchase price of TWO HUNDRED THIRTY SEVEN THOUSAND FIVE HUNDRED DOLLARS ONLY of lawful money of Canada (C$237,500.00) (the "**Purchase Price**"), and to pay the amount of TWELVE THOUSAND FIVE HUNDRED DOLLARS ONLY of lawful money of Canada (C$12,500.00) into the Concept Planning Fund (the "**Concept Planning Fund Contribution**"). All references in this Agreement to payments of money being made shall mean lawful money of Canada.

2.3 The Purchase Price excludes applicable harmonized sales tax (the "**HST**") pursuant to the *Excise Tax Act*, R.S.C. 1985, c E-15, as amended (the "**ETA**") and the Purchaser agrees to pay the HST in addition to the Purchase Price and the Concept Planning Fund Contribution, unless the Purchaser has obtained and inserted (or instructed to be inserted) its HST registration number set forth below on the signing page of this Agreement, below its signature, prior to acceptance of this Agreement by the Vendor, in which case the Purchaser hereby represents and warrants that it is a registrant for HST purposes under the provisions of the ETA, under such registration number.

2.4 Included in the Purchase Price and the Concept Planning Fund Contribution, the Purchaser shall be responsible for the payment of land transfer tax ("**LTT**") under

LV168-LV169,LV409,LV471,LV484-LV494,LV525-LV534-32865

the *Land Transfer Act*, R.S.O., c L.6. as amended (the "**LTTA**"), in the amount of TWO THOUSAND TWO HUNDRED TWO DOLLARS AND NINETY SEVEN CENTS of lawful money of Canada (C$2,202.97).

2.5 The Purchaser covenants to pay, make and submit all necessary payments, filings and remittances within the time periods required therefor under the provisions of the ETA, if applicable, and the LTTA, and the regulations thereunder. The Purchaser hereby authorizes the Vendor on behalf of the Purchaser and with the Purchaser's funds, to make any and all payments, filings and remittances within the time periods required therefore under the provisions of the ETA relating to HST, if applicable, and under the provisions of the LTTA relating to LTT required to be made by the Purchaser arising from its acquisition of the Purchaser's Land Interest. While the Vendor agrees to assist the Purchaser in submitting such payments, remittances and filings, for greater certainty, nothing herein contained shall oblige the Vendor to make any payments or remittances from its own resources or funds and all such payments and remittances and filings shall be the Purchaser's obligation.

2.6 Funds in the Concept Planning Fund shall be applied towards defraying future costs of every nature and kind related to the Property, including property management costs, costs, fees, and services incurred in connection with planning activities, development submissions, subdivision applications, operational costs and all other activities and matters concerning or related to the Property, as determined by the Operator (as such term is defined in the Co-Owners Agreement) which would be incurred by or on behalf of the Purchaser as a Co-Owner. The Concept Planning Fund is intended to be a deposit account. The Purchaser's proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Purchaser following completion of the sale of the Property. The Purchaser's proportionate share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of the Co-Owners Agreement) will be paid by the Purchaser (in its capacity as a Co-Owner) and deducted from its proportionate share of any sale proceeds receivable by it, if and when the Property is sold or otherwise disposed of.

3. PAYMENT OF THE PURCHASE PRICE

3.1 The Purchaser hereby agrees that the Purchase Price, the Concept Planning Fund Contribution, and all other amounts due and payable hereunder, shall be paid to the Vendor on the Closing Date (as hereinafter defined). Following the Closing Date, the Vendor shall deliver the Concept Planning Fund Contribution to the Operator for deposit into the Concept Planning Fund.

3.2 All payments of the Purchase Price, the Concept Planning Fund Contribution, and such other amounts shall be made through the appointed agent (the "**Vendor's Agent**"), the Vendor's authorised agent and representative in the jurisdiction of residence of the Purchaser, and the Vendor hereby directs the Purchaser to make all such payments to the Vendor's Agent, who is authorised by the Vendor to acknowledge receipt of the Purchase Price and other amounts paid hereunder.

4. CLOSING DATE, DELIVERIES, COSTS, NON-MERGER

4.1 The date on which this Agreement is signed by the Purchaser and is accepted and signed by the Vendor and the Nominee shall be the "**Closing Date**". On the Closing Date, in addition to delivering the Purchase Price and this Agreement, the Purchaser agrees to deliver to the Vendor's Agent a copy of the Co-Owners Agreement signed by the Purchaser.

LV168-LV169,LV409,LV471,LV484-LV494,LV525-LV534-32865

4.2 Within ninety (90) days after the Closing Date, the Vendor agrees to deliver to the Purchaser the following documents (the "**Closing Documents**"):

(a) this Agreement, duly executed by the Vendor and the Nominee;

(b) a Declaration of Trust (as hereinafter defined), duly executed by the Nominee; and

(c) the Co-Owners Agreement (as hereinafter defined), duly executed by the Nominee and Operator (as therein defined).

4.3 The Vendor shall pay for the cost of drafting and/or settling the Closing Documents. The Vendor shall not be obligated to pay any other costs associated with the purchase of the Purchaser's Land Interest.

4.4 This Agreement shall be irrevocable by the Purchaser for a period of 120 days following its execution and delivery to the Vendor or the Vendor's Agent. This Agreement shall only become binding upon the Vendor and the Nominee following the Vendor and the Nominee having each accepted this Agreement as signified by its respective execution of this Agreement where indicated below.

4.5 All representations, warranties and covenants of the Purchaser as set out in this Agreement shall not merge upon closing but shall survive closing and the Closing Date.

5. VENDOR REPRESENTATIONS AND WARRANTIES

5.1 The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in completing the sale and purchase transaction contemplated in this Agreement:

(a) the Vendor is the beneficial owner of the Purchaser's Land Interest with good and marketable title thereto, subject to Section 6.1;

(b) registered title to the Property and beneficial title to the Purchaser's Land Interest shall be good and marketable and clear and free from all mortgages, charges and financial liens on the Closing Date;

(c) the Vendor has the right, power and authority to sell the Purchaser's Land Interest as contemplated in this Agreement;

(d) the Vendor is a corporation properly constituted and in good standing under the laws of the Province of Ontario and the laws of Canada applicable therein; and

(e) the Vendor is not now and on the Closing Date will not be a non-resident of Canada within the meaning of the *Income Tax Act* (Canada), R.S.C. 1985, c.1 (5th Supp.), as amended from time to time.

6. EASEMENTS, LIENS, REGISTERED AGREEMENTS

6.1 Other than any mortgage, charge or financial lien which the Vendor is required to discharge pursuant to this Agreement, registered title to the Property, and beneficial title to the Purchaser's Land Interest, shall be subject to all other liens and encumbrances registered

LV168-LV169,LV409,LV471,LV484-LV494,LV525-LV534-32865

on title to the Property on the Closing Date or which may be registered against the title to the Property after the Closing Date, including those registered in connection with the rezoning or development process relating to the Property, and including, without limitation, agreements with the applicable municipality or region, agreements with public regulated utilities, easements for the supply of domestic utility or telephone services to the Property or properties which are adjacent to the Property, easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the Property or its proposed development, other registered restrictions or covenants that run with the lands, and the restrictions and reservations in the Crown patent.

7. PURCHASER(S)' REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 The Purchaser represents and warrants to and covenants in favour of the Vendor as follows:

(a) there are no liens, mortgages, judgements, executions or other encumbrances, related to or attaching to the Purchaser's Land Interest or any part thereof;

(b) the Purchaser shall keep the Purchaser's Land Interest and every part thereof free and clear of all liens, mortgages, other encumbrances, judgements or executions. The Purchaser warrants and represents that all such liens, mortgages, judgements, executions other encumbrances, if any, shall be discharged and removed forthwith at the Purchaser's sole cost and expense and the Purchaser shall hold harmless the Vendor and all other beneficial owners of undivided interests in the Property from time to time against any and all claims, liabilities, actions, cause of actions, charges, demands and costs, including solicitors fees in connection therewith; and

(c) the Purchaser will not register or cause to be registered this Agreement, the Co-Owners Agreement, notice of this Agreement, notice of the Co-Owners Agreement, notice of the Purchaser's Land Interest, or any caution against title to the Property and the Purchaser shall forthwith remove and discharge any such registration at its costs and expense, failing which the Vendor may do so at the cost and expense of the Purchaser.

7.2 The foregoing warranties, representations and covenants of the Purchaser shall not merge on closing but shall survive closing and the Closing Date.

8. PURCHASER(S)' PARTICULARS, NATURE OF VESTING OF BENEFICIAL TITLE

8.1 The Purchaser agrees and confirms that the personal information provided in Schedule "A" annexed hereto is true, accurate and complete and agrees to inform the Vendor in writing forthwith of any change in any of the information therein provided.

8.2 If there is more than one person that comprises the Purchaser, then the Purchaser's Land Interest will be held as joint tenants with right of survivorship unless the box below is initialled by the Purchaser in which case the Purchaser's Land Interest will be deemed to be held as tenants-in-common, in the percentages noted therein.

LV168-LV169,LV409,LV471,LV484-LV494,LV525-LV534-32865

[ ] Purchaser elects to hold Purchaser's Land Interest as tenants- in -common and not as joint tenants, as follows: _____ as to ___%, _____ as to ____%.

9. PRESENT STATE AND CONDITION OF PROPERTY

9.1 The Purchaser hereby agrees that the purchase of the Purchaser's Land Interest is on an "as is, where is basis" with no representations or warranties whatsoever made by the Vendor, other than as expressly set out in this Agreement.

10. TITLE INSURANCE

10.1 The Nominee as registered owner of the Property obtained title insurance upon acquiring the Property (the "**Title Insurance Policy**") in such form and in such amount and with such stipulations, limitations and qualifications respecting coverage as it deemed appropriate.

11. NOMINEE AS BARE TRUSTEE; DECLARATION OF TRUST

11.1 The Purchaser acknowledges that the registered title to the Property is held by the Nominee, as nominee and bare trustee for the Vendor to the extent of its undivided beneficial interest in the Property, and as nominee and bare trustee for others to the extent of their respective undivided beneficial interests in the Property, and that on completion of the transaction herein contemplated the Nominee will hold the registered title to the Property to the extent of the Purchaser's Land Interest as nominee and bare trustee for the Purchaser and others to the extent of their respective undivided beneficial interests in the Property.

11.2 The mailing address of the Nominee for receiving notices shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee may change its mailing address from time to time by giving notice in writing to that effect pursuant to the notice provisions contained in the Co-Owners Agreement.

11.3 The Nominee agrees to execute and deliver to the Purchaser a declaration of trust (the "**Declaration of Trust**") wherein it will confirm that, from and after the Closing Date, it is holding the title to the Property for and on behalf of the Purchaser, to the extent of the Purchaser's Land Interest, in the place and stead of the Vendor.

11.4 The Purchaser acknowledges that the registered title to the Property shall at all times be in the name of the Nominee.

12. NO RIGHT TO USE, OCCUPY OR ACCESS

12.1 The Purchaser agrees that it hereby waives all rights of use, occupation and rights of access to the Property, and any part thereof, in order to facilitate the future rezoning and ultimate subdivision and re-development of the Property, for the benefit of all Co-Owners. The provisions of this Section 12 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date.

13. CO-OWNERS AGREEMENT

13.1 The Purchaser agrees that concurrent with its execution and delivery of this Agreement, the Purchaser shall execute and deliver the agreement or a counterpart of the co-

LV168-LV169,LV409,LV471,LV484-LV494,LV525-LV534-32865

owners agreement, a draft copy of which is annexed hereto as Schedule "C" (the "**Co-Owners Agreement**").

13.2 The Co-Owners Agreement shall govern, amongst other things, the following:

(a) the rights and obligations of the Purchaser, as owner and any other owners of undivided beneficial interests in the Property;

(b) any future sale, financing and/or development of the Property;

(c) procedures for consent and approvals by the Co-Owners (as such term is defined in the Co-Owners Agreement);

(d) appointing the Operator (as such term is defined in the Co-Owners Agreement) for and on behalf of the Co-Owners;

(e) the rights and obligations of the Operator of the Property;

(f) the obligation of the Nominee as registered holder of the title to the Property for an on behalf of the Co-Owners;

(g) the right to transfer or assign the Purchaser's Land Interest or any part thereof and the terms conditions to be satisfied with respect to any such assignment or transfer; and

(h) such other matters as are therein contained.

13.3 The Vendor shall not be obligated but shall have the right to retain an undivided beneficial interest in the Property to such extent as it may in its absolute discretion deem appropriate and thus be a co-owner thereof and with respect to such undivided beneficial interest it shall be subject to the terms of the Co-Owners Agreement and entitled to exercise the rights of a Co-Owner.

14. SUBDIVISION CONTROL PROVISIONS

14.1 The Vendor agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and this Agreement shall be effective to create an interest in the Property provided that the provisions of the *Planning Act* (Ontario) are complied with in connection with the transaction of sale and purchase of the Purchaser's Land Interest.

15. NO REPRESENTATIONS, WARRANTIES OR ADVICE

15.1 The Purchaser acknowledges that none of the Vendor, the Nominee, the Vendor's Agent nor anyone acting on its or their behalf has made any representations or warranties except as are expressly set forth in this Agreement or the Co-Owners Agreement, nor given any advice respecting the tax treatment relating to the purchase or disposition of the Purchaser's Land Interest or any part thereof or the Property, nor as to the timing of sale, rezoning or development of the Property nor with respect to any potential or anticipated profit to be derived or derivable from the Purchaser's Land Interest or the Property.

15.2 The Purchaser has been urged and advised to consult with the Purchaser's own respective advisors including legal and tax advisors, with respect to the purchase and other matters pertaining to the Property and the Purchaser's Land Interest and the Closing Documents.

LV168-LV169,LV409,LV471,LV484-LV494,LV525-LV534-32865

16. SOURCE OF FUNDS

16.1 The Purchaser hereby represents, warrants, confirms and acknowledges that the source of the Purchaser's funds:

(a) are not derived directly or indirectly from any crime;

(b) are not linked directly or indirectly to any terrorists or against anti terrorist laws;

(c) are not embargoed funds; and

(d) are not obtained in violation of any laws or seeking to escape or avoid any tax laws;

16.2 The Purchaser covenants that all payments and remittances shall strictly comply , at its own expense, with all regulatory or exchange control provisions in force on the Closing Date and applicable to this Agreement.

16.3 The provisions of this Section 16 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date.

17. NOTICES

17.1 All notices required hereunder shall be in writing and in the English language and may be served either personally upon the parties or by electronic transmission namely by fax or email addressed to the Parties at their respective last known addresses, fax number or email address.

18. HEIRS, ASSIGNS, ETC.

18.1 This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective heirs , administrators, executors, successors and permitted assigns; provided that, the Purchaser shall not be entitled to assign this Agreement or any of its rights hereunder without the prior written approval of the Vendor, which approval may be withheld in its absolute discretion.

19. SUPERCEDING AGREEMENT

19.1 This Agreement shall supercede any and all previous discussions, representations, agreements or understandings made by or on behalf of either of the parties hereto for or relating to the purchase and sale of the Purchaser's Land Interest.

20. SCHEDULES

20.1 Schedules "A", "B" and "C" annexed hereto form an integral part of this Agreement and shall be read together with this Agreement.

21. COUNTERPARTS

21.1 This Agreement may be executed in any number of counterparts and by original or facsimile signature with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement.

LV168-LV169,LV409,LV471,LV484-LV494,LV525-LV534-32865

22. LAWS AND JURISDICTION-ONTARIO

22.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

23. CAPTIONS

23.1 The captions of the sections of this Agreement are for convenience only and do not amplify or limit in any way the provisions hereof.

24. EFFECT OF PARTIAL INVALIDITY ON THIS AGREEMENT

24.1 In the event that any provision of this Agreement is illegal, void or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

25. FACSIMILE DOCUMENTS

25.1 The parties agree to accept facsimile executed documents, including Closing Documents, as if they were originally signed documents.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SET OUT BELOW.

WITNESSED BY:

DATE OF EXECUTION: 2012-09-07

THE PURCHASER

CHIAKI HAYASHI	AKIKO KOBAYASHI
Print Name of Witness	Print Name of Purchaser
✓ Chiaki Hayashi	Akiko Kobayashi ★
Signature of Witness	Signature of Purchaser
Witness Identification Number	HST Number: 85235 8449 RT0001

LV168-LV169,LV409,LV471,LV484-LV494,LV525-LV534-32865

✓

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LV168-LV169,LV409,LV471,LV484-LV494,LV525-LV534-32865

DATE OF EXECUTION: 2012-11-9
THE VENDOR:
TSI-LV INTERNATIONAL CANADA INC.

Per: _____

Name:
Title:
HST Number: 854998895 RT0001

I/We have the authority to bind the Corporation.

DATE OF EXECUTION: 2012-11-9

THE NOMINEE:
LONDON VALLEY INC.

Per: _____

Name:
Title:
I/We have the authority to bind the Corporation.

LV168-LV169,LV409,LV471,LV484-LV494,LV525-LV534-32865

SCHEDULE "A" – PURCHASER(S) PARTICULARS

Information Concerning Purchaser(s):

1. PURCHASER:

Full Name: AKIKO KOBAYASHI

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: 413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Home Telephone: 81-776-27-5321 Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: _____

Country of Birth: JAPAN

The following have been provided to the Vendor:

(✓) Driver's Licence ( ) Passport ( ) Other_____

2. Second or additional person as Purchaser:

Full Name: _____

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: _____

Home Telephone: _____ Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: _____

Country of Birth: _____

The following have been provided to the Vendor:

( ) Driver's Licence ( ) Passport ( ) Other_____

LV168-LV169,LV409,LV471,LV484-LV494,LV525-LV534-32865

SCHEDULE "B" – PROPERTY and NOMINEE

LEGAL DESCRIPTION OF PROPERTY

Lands and premises located on 5318 Colonel Talbot Road, in the city of London, in the province of Ontario, in the Country of Canada and legally described as Part Lot 63 ETR as in WU28828, except WU30493, WU45704, WU49601, WU80146, 299895, 106748, 88711, CM168; subject to 340398. WU45704; London/Westminster

REGISTERED HOLDER OF LEGAL TITLE TO PROPERTY

LONDON VALLEY INC.

Office: 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3

Tel No: 1-905-602-7463

Fax No: 1-905-602-7460

LV168-LV169,LV409,LV471,LV484-LV494,LV525-LV534-32865

SCHEDULE "C" – CO-OWNERS AGREEMENT

LV168-LV169,LV409,LV471,LV484-LV494,LV525-LV534-32865

UNIT IDENTIFICATION NO. LV168-LV169,LV409,LV471,LV484-LV494,LV525-LV534

CO-OWNERS AGREEMENT

LONDON VALLEY INC.

THIS CO-OWNERS AGREEMENT is dated the 9TH day of November, 2011.

BETWEEN:

AKIKO KOBAYASHI,

Identification:DRIVER'S LICENSE (527730357761)

Address:413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

(hereinafter referred to as the "**Purchaser**")

-and-

LONDON VALLEY INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Nominee**")

-and-

TSI-LV INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Vendor**")

-and-

LV CAPITAL MANAGEMENT INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Operator**")

-and-

All other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of this Agreement

(hereinafter collectively referred to as the "**Co-Owners**")

WHEREAS:

1. Pursuant to a Sale and Purchase Agreement, the Vendor has sold to the Purchaser, and the Purchaser has purchased from the Vendor, an undivided beneficial interest in the Property;

2. The Nominee is the registered owner of the Property and has agreed to hold the Property as nominee and bare trustee for and on behalf of the Co-Owners from time to time;

3. Every purchaser of an undivided beneficial interest in the Property, every assignee of such purchaser, and every assignee of each such assignee, is required to execute and deliver a counterpart of this Agreement and shall be bound as a Co-Owner pursuant thereto; and

LV168-LV169,LV409,LV471,LV484-LV494,LV525-LV534-32865

4. This Agreement sets forth the provisions which govern the Co-Owners' ownership of undivided beneficial interests in the Property and any future sale, financing and/or development with the Property and their respective undivided beneficial interests therein.

NOW THEREFORE in consideration of the payment of the sum of One Dollar ($1.00) and other good and valuable consideration now paid by each party to the other, the receipt of which is hereby acknowledged, and of the premises and the mutual covenants herein contained, the parties hereto hereby covenant and agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall be deemed to have the following meanings:

(a) "**ASPE**" shall have the meaning ascribed thereto in Section 16 of this Agreement;

(b) "**Additional Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(c) "**this Agreement**", "**hereof**", "**herein**," "**hereunder**" and words to like effect, refer to this Co-Owners Agreement as a whole and not to any particular provision, as it may be amended, supplemented and/or restated from time to time;

(d) "**Business Day**" means any day of the week other than a Saturday, Sunday or a day which is a statutory holiday, in Ontario, Canada;

(e) "**Concept Planning Fund**" shall have the meaning ascribed thereto in Section 18 of this Agreement;

(f) "**Co-Owners**" means the owners from time to time of Interests and who have signed a counterpart of this Agreement, and shall include the Purchaser, as well as the Vendor to the extent that it retains any Interest, and "**Co-Owner**" means any of the Co-Owners;

(g) "**Co-Owners Record**" has the meaning ascribed thereto in Section 11 of this Agreement;

(h) "**CRA**" means the Canada Revenue Agency, established pursuant to the *Canada Revenue Agency Act*, S.C. 1999, c. 17, which administers tax laws of Canada, including under the *Income Tax Act*, for the Government of Canada;

(i) "**Declaration of Trust**" means the declaration of trust executed by the Nominee concurrently with the completion by a Co-Owner of the purchase from the Vendor of an Interest and pursuant to which the Nominee declares and confirms that it holds registered title to the Property in trust for and on behalf of such Co-Owner, to the extent of such Co-Owner's respective Interest. For greater certainty, "**Declaration of Trust**" includes the declaration of trust executed by the Nominee upon the completion by a Co-Owner of the Transfer of an Interest to a transferee in accordance with the provisions of this Agreement, and includes the declaration of trust executed by the Nominee in favour of the Vendor at the time of its acquisition of the Property;

(j) "**Designated Person**" shall have the meaning ascribed thereto in Section 10 of this Agreement;

LV168-LV169,LV409,LV471,LV484-LV494,LV525-LV534-32865

(k) "**Dispute**" shall have the meaning ascribed thereto in Section 31 of this Agreement;

(l) "***Excise Tax Act***" means the *Excise Tax Act* (Canada), as amended from time to time, including the regulations made pursuant thereto;

(m) "**HST**" means the harmonized sales tax payable pursuant to the *Excise Tax Act*, including the Province of Ontario's portion thereof;

(n) "***Income Tax Act***" means the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.), as amended from time to time, including the regulations made pursuant thereto;

(o) "**Initial Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(p) "**Interest**" means the undivided beneficial interest in the Property purchased by a Co-Owner pursuant to a Sale and Purchase Agreement, and includes any undivided beneficial interest in the Property continued to be owned by the Vendor, and "**Interests**" means every Interest;

(q) "***Land Transfer Tax Act***" means the *Land Transfer Tax Act*, R.S.O. c.L.6, as amended;

(r) "**LTT**" means the land transfer tax payable pursuant to the *Land Transfer Tax Act*;

(s) "**Net Income**" shall have the meaning attributed thereto in Section 6(j) of this Agreement;

(t) "**Notice Requisitioning an Ordinary Resolution**" shall have the meaning attributed thereto in Section 8 of this Agreement;

(u) "**Notice Requisitioning a Special Resolution**" shall have the meaning attributed thereto in Section 10 of this Agreement;

(v) "**Offer**" shall have the meaning attributed thereto in Section 19 of this Agreement;

(w) "**Operator**" means LV Capital Management Inc., or the Designated Person that may be appointed as the Operator's replacement as determined in accordance with Section 10 of this Agreement;

(x) "**Ordinary Resolution**" means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 51% of the aggregate Interests in the Property;

(y) "**Planning Activities**" means the reports, plans, studies, audits, assessments, investigations, legal proceedings, procedures, filings, submissions, applications and/or any other actions taken or made in respect of or in furtherance of the rezoning of, or other land use planning matters related to, the Property;

(z) "**Property**" means the real property legally described on Schedule "1" annexed hereto;

(aa) "**Retained Interest**" shall have the meaning attributed thereto in Section 23 of this Agreement;

(bb) "**Sale and Purchase Agreement**" means the agreement of sale and purchase, or an agreement substantially in the form of the agreement of sale and purchase, entered into

LV168-LV169,LV409,LV471,LV484-LV494,LV525-LV534-32865

between the Vendor, as vendor, and each Co-Owner (other than the Vendor), as purchaser, pursuant to which each Co-Owner agreed to acquire its respective Interest in the Property. **"Sale and Purchase Agreements"** means every Sale and Purchase Agreement;

(cc) **"Special Resolution"** means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 85% of the aggregate Interests in the Property;

(dd) **"Transfer"** shall have the meaning ascribed thereto in Section 11 of this Agreement; and

(ee) **"Vendor"** means TSI-LV International Canada Inc.

2. INTERPRETATION

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) the division of this Agreement into Articles, paragraphs, subparagraphs and schedules and the insertion of headings are provided for convenience only and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;

(b) all references to currency herein are references in Canadian dollars;

(c) any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto;

(d) any reference to an entity shall include and shall be deemed to be a reference to any entity that is a successor to such entity;

(e) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

3. TITLE

Legal title to the Property shall be held in the name of the Nominee, which shall hold such title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Vendor, to the extent of its Retained Interest, if any.)

4. MAILING ADDRESSES

The mailing address of the Nominee, the Vendor and the Operator shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee, the Vendor and/or the Operator may change its mailing address from time to time by giving notice in writing to that effect to all Co-Owners, pursuant to the notice provisions contained in this Agreement.

LV168-LV169,LV409,LV471,LV484-LV494,LV525-LV534-32865

5. REPRESENTATIONS AND WARRANTIES OF THE NOMINEE AND OPERATOR

(a) The Nominee represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite power, capacity and corporate authority to act as nominee and to perform its obligations under this Agreement;

(iii) it shall not carry on any business other than for the purposes set forth in this Agreement;

(iv) it holds and shall continue to hold legal title to the Property as nominee and bare trustee for and on behalf of each Co-Owner to the extent of each Co-Owner's Interest; and

(v) it shall only deal with the Property in the manner and as provided for in this Agreement.

(b) The Operator represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite capacity and corporate authority to act as Operator, and to perform its obligations under this Agreement; and

(iii) it shall comply with its obligations as provided for in this Agreement.

6. OPERATION AND MANAGEMENT OF THE PROPERTY

The Co-Owners hereby appoint the Operator and the Operator hereby accepts the appointment as the operator and manager of the Property and agrees to undertake such Planning Activities as the Operator may determine in its discretion, acting reasonably, are required to rezone the Property to such use or uses as the Operator shall determine, acting reasonably, and in the best interest of the Co-Owners. The Operator agrees to carry out such Planning Activities and to operate and manage the Property in good faith and in the best interest of the Co-Owners. The Operator agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and to proceed diligently to make all necessary applications to rezone the Property to such use or uses as the Operator shall determine, in its reasonable discretion, and to use its reasonable commercial efforts, at the cost and expense of the Co-Owners, with such costs to be defrayed out of the Concept Planning Fund initially, to obtain all necessary approvals and consents from applicable governmental authorities in connection therewith. Subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have such general powers and authority to administer, manage, control, operate, finance, refinance, develop, lease, grant easements and other rights in, under and over, the Property and to do any act, take any proceeding, make any decision and execute and deliver any instrument, deed, agreement, affidavit or document necessary for or incidental to any of the foregoing, for and on behalf and in the name of the Co-Owners, or as the Co-Owners may so direct by Special Resolution. No person dealing with the Operator

LV168-LV169,LV409,LV471,LV484-LV494,LV525-LV534-32865

will be required to enquire into the authority of the Operator to do any act, take any proceeding, make any decision or execute and deliver any instrument, deed, agreement or document for or on behalf or in the name of the Co-Owners.

Without limiting the generality of the foregoing provisions of this Section 6, but subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have the following specific powers and authorities without further authority or approval from the Co-Owners:

(a) to engage such professional advisers and consultants as the Operator considers advisable in order to perform its duties hereunder;

(b) to open and operate one or more bank accounts in its name, as agent for the Co-Owners in respect of the Property with a Canadian chartered bank or trust company, into which the Operator may deposit all rentals, if any, and other income earned from the Property (if any) (which for greater certainty shall not include the Concept Planning Fund), and out of which account(s) all expenses properly relating to the Property shall be paid, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of such funds to cover all such expenses;

(c) to execute, deliver and carry out all other agreements which require execution by or on behalf of the Co-Owners with respect to the Property, including without limitation, any agreements required by any governmental or statutory authority having jurisdiction over or with respect to the Property, development agreements, site plan agreements, cost sharing agreements, easements and rights of way;

(d) to enter into lease and/or tenancy arrangements in respect of the Property or any part thereof and to collect all rentals and other income therefrom, if any, provided that nothing herein shall constitute a guarantee by the Operator of the payment of any rent by tenants;

(e) to pay all taxes, fees and other expenses relating to the orderly maintenance and management of the Property out of the Concept Planning Fund, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of funds to cover all such expenses;

(f) to commence or to defend on behalf of the Co-Owners, the Nominee, or itself, any and all actions and other proceedings pertaining to the Property or to the Co-Owners;

(g) to determine the amount and type of insurance coverage, if any, to be maintained in order to protect the Property and the Co-Owners from all usual perils of the type covered in respect of comparable properties and in order to comply with the requirements of any lenders of funds;

(h) to retain, employ and pay and discharge on behalf of the Co-Owners all servants, employees, advisors, consultants and/or contractors necessary to be retained for the management and operation of the Property, including, without limitation, for matters relating to its rezoning and development;

(i) to contract on behalf of the Co-Owners for water, gas, electricity and other utility services and commodities, including cable and telephone services necessary for the development, operation and maintenance of the Property; and

LV168-LV169,LV409,LV471,LV484-LV494,LV525-LV534-32865

(j) to distribute the Net Income from the ownership, operation, use, financing, refinancing, and/or sale of the Property (if any) to each Co-Owner, proportionate to its respective Interest. For the purposes of this Agreement, "**Net Income**" shall mean the gross receipts (which, for greater certainty, shall not include the Concept Planning Fund) derived in any way from dealing with the Property, received by or on behalf of the Co-Owners from the ownership, operation, use, leasing, financing, refinancing, sale of, and/or development and/or any other dealing with of the Property, minus the aggregate of all proper expenses and charges incurred in connection therewith, calculated on an accrual basis, including:

(i) payment of principal and interest owing to mortgagees or other encumbrancers, or other lenders;

(ii) realty taxes, property tax assessments, charges or levies made by any duly constituted governmental or statutory authority, due and owing and secured by a right or apparent right to claim a lien or charge upon the Interests, or any of them, or the Property, and money due and owing from improvements to the Property secured by a lien or charge in favour of materialmen or workmen or trade contractors or other like persons or corporations upon the Interests, or any of them, or the Property;

(iii) all costs and expenses of any sale, financing or refinancing;

(iv) all development costs and expenses;

(v) all costs and expenses of operating, maintaining, leasing, managing, using, and/or developing the Property, and the costs and expenses of repair;

(vi) lighting, electricity and public utilities costs and expenses;

(vii) professional fees reasonably attributed to the Property, its operation, use, financing, refinancing, sale and/or development;

(viii) all other costs, expenses or disbursements which are properly attributable to the Property, except payments to the Co-Owners on account of capital or distribution of Net Income; and

(ix) reserves in such amount as deemed appropriate by the Operator from time to time, including without limitation for the purposes of replacement of major equipment, major renovations and repairs, leasehold improvements, marketing costs and any other reserves normally required for the prudent operation, use, financing, refinancing, sale and/or development of a like property.

Each Co-Owner shall have a proportionate beneficial interest in all of the gross cash receipts derived from the Property and shall be responsible for its proportionate share of the expenses and charges incurred in connection with the Property, in each case proportionate to its respective Interest. Each Co-Owner hereby irrevocably directs the Operator to pay its proportionate share of such expenses and charges out of its proportionate share of such gross cash receipts, as well as out of the Concept Planning Fund.

Each Co-Owner hereby confirms and acknowledges that neither the Operator nor any of its officers, directors, employees, advisors, consultants, agents or representatives has made any warranty or representation, or given any advice:

LV168-LV169,LV409,LV471,LV484-LV494,LV525-LV534-32865

(k) as to or in respect of the tax treatment of the purchase, disposition or holding of the Interest by a Co-Owner; or

(l) as to the timing of the rezoning or sale or development of the Property or the returns attainable by the Co-Owners upon a sale or lease of or other dealing with the Property.

Each Co-Owners acknowledges that he has been advised to seek his own independent legal and tax counsel prior to entering into a Sale and Purchase Agreement and this Agreement.

7. AUTHORITY TO WITHHOLD

The Operator is authorized to withhold any amounts required to be withheld from any distribution or other payment to a Co-Owner pursuant to the provisions of the *Income Tax Act* and to make payment of any such amount on behalf of a Co-Owner to the CRA, on account of taxes as may be required by law.

8. POWERS EXERCISABLE BY ORDINARY RESOLUTION

Notwithstanding anything to the contrary contained in this Agreement, the following powers shall only be exercisable by the Operator after an Ordinary Resolution is passed by the Co-Owners:

(a) approving the sale or exchange of all or any part of the Property (other than the sale of Interests by the Operator pursuant to Sale and Purchase Agreements);

(b) approving a proposal or plan to develop the Property;

(c) subject to Section 17, consenting to the amendment of this Agreement, provided that, no amendment to this Agreement shall impose or increase any financial or other obligations upon any of the Nominee of the Operator, or in any way adversely affect the Nominee or the Operator, without the prior written approval of the Nominee or the Operator, as the case may be;

(d) approving or ratifying the making of an Additional Advance by the Operator, in accordance with Section 18; or

(e) requiring that the financial statements for the Property be audited.

Other than a matter which under the terms of this Agreement requires a Special Resolution, the Operator may at any time and from time to time by notice in writing to all Co-Owners substantially in the form annexed hereto as Schedule "2" (the "**Notice Requisitioning an Ordinary Resolution**") request the Co-Owners to consider and approve any matter relating to the Property not requiring a Special Resolution. The Notice Requisitioning an Ordinary Resolution shall specify with reasonable detail the matter to be approved by the Co-Owners.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution. If the Operator fails to deliver such Notice Requisitioning an Ordinary Resolution within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or a group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the

LV168-LV169,LV409,LV471,LV484-LV494,LV525-LV534-32865

Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution which the Operator failed to deliver within the time provided in this Section 8 for the Operator to do so.

9. POWERS EXERCISABLE BY SPECIAL RESOLUTION

The following powers shall only be exercisable by Special Resolution passed by the Co-Owners:

(a) terminating the appointment of the Operator and appointing a new Operator from time to time, in accordance with the provisions of Section 10;

(b) instituting or continuing an action or suit against the Operator for damages based upon the fraud or gross negligence of the Operator in the performance of its obligations under this Agreement;

(c) requiring the Operator to remove the incumbent independent firm of chartered accountants qualified in Canada appointed pursuant to Section 16 and requiring the Operator to appoint a replacement; or

(d) apppointing a replacement for the Nominee in the event that the Nominee should be wound up or dissolved or be declared a bankrupt, such replacement to hold legal title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Operator if it retains any Retained Interest.)

10. CONTROL AND AUTHORITY VESTS WITH CO-OWNERS

The Co-Owners may by Special Resolution terminate and remove the Operator (in its capacity as Operator and not as a Co-Owner)and appoint a new Operator in its place and stead. Such new Operator shall be bound by all of the terms of this Agreement and shall execute an agreement confirming that it is bound under this Agreement as if it was an original signatory thereto.

Upon termination, the Operator terminated shall forthwith upon request of the person designated in the Special Resolution as the replacement Operator (the "**Designated Person**") do the following:

(a) deliver all agreements, documents, instruments, books and records and writings relating to the Property in its possession to the Designated Person, including, without limitation, the Co-Owners Record;

(b) execute and deliver such consents, acknowledgements and assignments pertaining to the Property and any Planning Activities as the Designated Person may require;

(c) cause its representatives on the board of directors of the Nominee to execute resignations as directors and officers forthwith after being required to do so by the Designated Person, provided the Nominee shall continue to indemnify such directors and officers in accordance with its by-laws in existence at the date hereof;

(d) execute and deliver a release in form and content satisfactory to the Designated Person, acting reasonably, releasing the Nominee and the Co-Owners from any liability, provided that: (i) the release by the Operator shall not release the Co-Owners from their obligation to continue to indemnify the Operator pursuant to Section 21 hereof; and (ii) the

LV168-LV169,LV409,LV471,LV484-LV494,LV525-LV534-32865

Operator receives a release in form and content satisfactory to the Operator, acting reasonably, executed by the Nominee and by the Designated Person for and on behalf of itself and each of the Co-Owners, releasing the Operator from any liability, and the Co-Owners expressly acknowledge and agree that the Designated Person shall have the power and authority to deliver such release, without any further approval or authorization required from the Co-Owners;

(e) do all things necessary and execute all necessary documents to effect the change of shareholders of the Nominee as directed by the Designated Person; and

(f) otherwise co-operate and assist to carrying out and giving effect to each of the actions set out in Section 10(a), (b), (c), (d) and (e) above.

The Operator may at any time and from time to time by notice in writing, substantially in the form annexed hereto as Schedule "3" (the "**Notice Requisitioning a Special Resolution**") to all Co-Owners, request the Co-Owners to consider and approve any matter relating to the Property requiring a Special Resolution pursuant to the terms of this Agreement. The Notice Requisitioning a Special Resolution shall specify with reasonable detail the matter to be considered and approved by Special Resolution.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning a Special Resolution with respect to any matter relating to the Property, including any matter requiring a Special Resolution pursuant to this Agreement. If the Operator fails to deliver such Notice Requisitioning a Special Meeting within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the Notice Requisitioning a Special Resolution which the Operator failed to deliver within the time provided in this Section 10 for the Operator to do so.

11. CO-OWNERS RECORD AND TRANSFERS OF INTEREST

The Operator shall record and at all times maintain and keep up to date a record of the names, addresses and other contact information for the Co-Owners, and the Interest held by each of the Co-Owners as well as particulars of any Transfer of Interests (collectively, the "**Co-Owners Record**").

No Co-Owner shall sell, transfer, assign, mortgage, pledge, grant a security interest or otherwise encumber or dispose of its Interest in the Property (each, a "**Transfer**"), except in compliance with any applicable requirements of the *Securities Act* (Ontario) and any other applicable legislation and otherwise in accordance with the provisions of this Agreement, if and to the extent required.

A Co-Owner may Transfer an Interest or part thereof provided that such Co-Owner complies and satisfies each of the following conditions:

(a) the transferor first delivers to the Operator an original or notarial copy of the executed document or instrument effecting the Transfer which shall be in such form as may be acceptable to the Operator, acting reasonably;

(b) the transferee agrees in writing and in such form as may be acceptable to the Operator, to be bound by the terms of this Agreement and upon completion of the Transfer to

LV168-LV169,LV409,LV471,LV484-LV494,LV525-LV534-32865

assume the obligations of the transferor under this Agreement in respect of the Interest subject to the Transfer;

(c) the transferor delivers or causes to be delivered to the Operator a direction addressed to both the Nominee and the Operator, in form and substance satisfactory to the Operator and the Nominee, directing the Nominee to execute and deliver a Declaration of Trust for the Interest subject to the Transfer in favour of the transferee;

(d) the transferee pays such costs, expenses and disbursements, including legal fees, as are reasonably incurred by the Operator by reason of the Transfer;

(e) the transferee pays all applicable HST pursuant to the *Excise Tax Act*, and all applicable LTT pursuant to the *Land Transfer Tax Act*, and makes or causes to be made any and all necessary filings, payments and remittances within the time periods required therefor under the provisions of the *Excise Tax Act* and the *Land Transfer Tax Act* and the respective regulations thereunder;

(f) the transferor either provides the transferee with evidence reasonably satisfactory to the transferee that the transferring Co-Owner is not then a "non-resident" of Canada within the meaning of the *Income Tax Act* or provide the transferee with a certificate pursuant to subsection 116(2) of the *Income Tax Act* with a certificate limit in an amount not less than the purchase price for the Interest subject to the Transfer; provided that if such evidence or certificate is not forthcoming, the transferee shall be entitled to make the payment of tax required under section 116 of the *Income Tax Act* and to deduct such payment from the purchase price for the Interest subject to the Transfer;

(g) the transferee executes and delivers to the Operator a counterpart of the Agreement; and

(h) the transferor provides such other documents, agreements, acknowledgements and confirmations as may be required by the Operator or by law (including compliance by the transferring Co-Owner with the provisions of the *Securities Act* (Ontario) if and to the extent applicable).

When a transferee of an Interest is entitled to become a Co-Owner pursuant to the provisions hereof, the Operator will:

(i) record a Transfer of the Interest; and

(j) forward a Declaration of Trust to the transferee in respect of the Interest so transferred.

For the avoidance of doubt, a Transfer by Co-Owner may include a transfer into trust, in which case the terms "sale and purchase agreement", "Purchaser", "purchase", "purchased", and "sale", wherever such terms appear in this Agreement, shall be read so as to recognize that such Transfer is not a purchase and sale transaction between a Co-Owner and a purchaser but a transaction in the nature of a transfer into trust by the transferring Co-Owner to a trustee. Nothing in this Section 11 shall be construed to affect the provisions of Section 12 of this Agreement.

12. OPERATOR NOT BOUND TO SEE TO TRUST OR EQUITY

Other than pursuant to the terms of the Declaration of Trust, the Operator shall not be bound to see to the execution of any trust, express, implied or constructive, or any charge, pledge or equity to which any Interest is subject, or to ascertain or inquire whether any sale or transfer of any such Interest by any Co-Owner or by his personal representatives is authorized by such trust, charge, pledge or equity, or to recognize any person having any interest therein except for the person or persons recorded by the Operator as the Co-Owner.

LV168-LV169,LV409,LV471,LV484-LV494,LV525-LV534-32865

13. INCAPACITY, DEATH, INSOLVENCY OR BANKRUPTCY

Where a person becomes entitled to an Interest by incapacity, death, insolvency or bankruptcy of a Co-Owner or otherwise by operation of law, in addition to the requirements of Section 11 hereof, that person will not be recorded as or become a Co-Owner until:

(a) he produces evidence satisfactory to the Operator of such entitlement; and

(b) he has delivered such other evidence, approvals and consents in respect of such entitlement as the Operator may require and as may be required by applicable law or by this Agreement.

14. DECLARATIONS OF TRUST

A separate Declaration of Trust shall be executed and delivered by the Nominee to each Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of a Co-Owner to the extent of the Co-Owner's Interest. Provided that the Transfer of an Interest has been effected in accordance with the provisions of Section 11 of this Agreement, a separate Declaration of Trust shall be executed and delivered by the Nominee to each transferee Co-Owner of an Interest from a transferring Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of the transferee Co-Owner to the extent of such Co-Owner's Interest.

15. LOST DECLARATIONS OF TRUST

Where a Co-Owner by notice in writing advises the Operator that the Declaration of Trust with respect to such Co-Owner's Interest has been defaced, lost or destroyed or wrongly taken, the Operator may cause a new Declaration of Trust to be issued, provided that the Co-Owner files with the Operator an indemnity in such form as is satisfactory to the Operator to indemnify the Operator, the Nominee and the other Co-Owners from any loss, cost, liability or damages that it or they may incur or suffer by complying with the request to issue a new Declaration of Trust, and provided further that the Co-Owner satisfies all other reasonable requirements of the Operator, including delivery of a form of proof of loss.

16. BOOKS AND RECORDS AND FINANCIAL REPORTS

The Operator will keep or cause to be kept on behalf of the Co-Owners at the Operator's principal place of business in Ontario:

(a) full and accurate books of account and records of all financial transactions relating to the Property including, without limitations, the receipts and expenditures relating to the Property and the Concept Planning Fund;

(b) the Co-Owners Record setting out the name and address of each Co-Owner; and

(c) copies this Agreement and all counterparts.

At any time upon 10 Business Days written notice to the Operator a Co-Owner may request the Operator to examine any of the documents noted in clauses (a) and (b) above at the office of the Operator and may take copies thereof provided that such requesting Co-Owner pays the reasonable cost to the Operator for making such copies, provided further that any such requesting Co-Owner shall have first provided an affidavit and undertaking, in form and substance satisfactory to the Operator, acting reasonably, duly sworn before a notary public or other individual authorized to administer oaths in the jurisdiction of residence of the

LV168-LV169,LV409,LV471,LV484-LV494,LV525-LV534-32865

Purchaser, stating: (aa) the name and address of such requesting Co-Owner, and that the Co-Owner is a Co-Owner; (bb) that the Co-Owners Record shall not be used by the requesting Co-Owner or any other person except in connection with a *bona fide* effort to influence the voting by Co-Owners on an Ordinary Resolution or a Special Resolution; (ccc) that the information so provided is subject to applicable privacy rules and regulations; (ddd) that none of the information provided pursuant to clause (a) above shall be disclosed by or on behalf of the requesting Co-Owner to any person who is not a Co-Owner, that such information is proprietary to the Operator and the Co-Owners, and that its disclosure could cause irreparable harm to the other Co-Owners and the Operator; (eee) that the requesting Co-Owner will not, directly or indirectly, offer for sale or purchase, or otherwise traffic in, a list or copy of a list of the Co-Owners or any information contained in the Co-Owners Record; (fff) the requesting Co-Owner acknowledges and agrees that in the event of a breach of any of the covenants, provisions and restrictions in affidavit, the Co-Owners' and Operator's remedy in the form of monetary damages may be inadequate and that the Operator, for itself and on behalf of the other Co-Owners, shall be authorized and entitled, in addition to all other rights and remedies available to it and them, to apply for and obtain from any court of competent jurisdiction interim and permanent injunctive relief and an accounting of all profits and benefits arising out of such breach; and (ggg) that the requesting Co-Owner shall indemnify and hold harmless the Operator and the Nominee and the other Co-Owners from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee or the other Co-Owners by reason of any breach by such requesting Co-Owner of any of the covenants, provisions and restrictions contained in the affidavit.

The Operator shall provide or cause to be provided to each Co-Owner not later than 120 days after the end of each calendar year, financial statements showing the financial results for the Property for such calendar year. The Operator shall retain, at the expense of the Co-Owners, an independent firm of chartered accountants qualified in Canada to prepare such financial statements. Such financial statements shall contain a balance sheet, and a statement of cash flows and shall be prepared in accordance with Canadian accounting standards for private enterprises ("**ASPE**") applicable to the real estate industry in Canada and applied on a consistent basis from year to year. The financial statements shall not be required to be audited unless the Co-Owners by Ordinary Resolution require audited financial statements. For greater certainty, the funds in the Concept Planning Fund are hereby recognized as being the funds of the Operator, not of the Co-Owners.

17. AMENDMENT OF AGREEMENT

This Agreement may be amended in writing on the initiative of the Operator with the consent of the Co-Owners given by Ordinary Resolution. Notwithstanding the foregoing, the Operator may, without any prior notice to or consent from the Co-Owners amend any provision of this Agreement from time to time:

(a) to cure an ambiguity or to correct or supplement any provision contained herein which, in the reasonable opinion of the Operator, may be defective or inconsistent with any other provision contained herein, and with respect to which the cure, correction or supplemental provision does not and will not adversely affect the Interests of the Co-Owners; or

(b) to make such other provisions in regard to matters or issues relating to or arising under this Agreement which, in the reasonable opinion of the Operator, do not and will not adversely affect the Interests of the Co-Owners.

LV168-LV169,LV409,LV471,LV484-LV494,LV525-LV534-32865

The Operator agrees to inform the Co-Owners by written notice within 60 days following the effective date of an amendment to this Agreement and provide copies of the amending agreement within the said 60 days.

18. PLANNING ACTIVITIES AND CONCEPT PLANNING FUND

As agent for the Vendor, the Operator shall deposit an amount equivalent to the Concept Planning Fund Contribution (as such term is defined in each Sale and Purchase Agreement) received by the Vendor under every completed Sale and Purchase Agreement into a single, segregated account (the "**Concept Planning Fund**") to be in the name of the Operator and to be used by the Operator solely for the purpose of paying the costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities, and those costs and expenses enumerated in Section 6(j) of this Agreement.

The Concept Planning Fund is intended to be a deposit account. Each Co-Owner's respective proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Co-Owner following completion of the sale of the Property. Each Co-Owner's share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of this Agreement) will be paid by the Co-Owner and deducted from his proportionate share of any sale proceeds receivable by him, if and when the Property is sold or otherwise disposed of. Each Co-Owner hereby irrevocably authorizes and directs the Operator to withhold from his proportionate share of any amounts otherwise receivable by it under this Agreement the amount of any such shortfall, and to pay such amount to the Operator.

The Operator shall keep proper and accurate records and details of all expenses paid out of the Concept Planning Fund, and at the request of the Vendor, provide access to the Vendor's representatives to such records and details of expenses to permit the Vendor to satisfy itself that such expenses were paid in accordance with the provisions of this Agreement.

The Operator shall prepare, perform and take or cause to be prepared, performed and taken all Planning Activities as it determines in its reasonable discretion are necessary for and on behalf of the Co-Owners including, without limitation, the following:

(a) surveys and concept plans in connection with the rezoning of the Property;

(b) in the reasonble discretion of the Operator, engage all consultants and professionals including, without limitation, legal counsel with respect to rezoning of the Property or any other Planning Activities;

(c) enter into or request the Nominee to enter into and deliver any documents, consent, acknowledgements or agreements including, without limitation, easements, rights in the nature of an easement, transfers, undertakings, applications, appeals and/or any other similar or related agreements or documents which may be required in the reasonable discretion of the Operator in connection with the Planning Activities;

(d) pay for all costs and expenses associated with Planning Activities, municipal property taxes and the cost of maintaining the Property, out of the Concept Planning Fund, and if insufficient, out of additional funds provided by the Co-Owners; and

(e) keep detailed records and accounts for or pertaining to the Planning Activities.

LV168-LV169,LV409,LV471,LV484-LV494,LV525-LV534-32865

If the amount set aside in the Concept Planning Fund is not sufficient to defray all costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities and those costs and expenses enumerated in Section 6(j) of this Agreement, the Operator, in the exercise of its absolute discretion, and without the approval of the Co-Owners, may advance to the Co-Owners an amount or amounts on account of such shortfall to a maximum of 5% of the aggregate purchase prices paid by all Co-Owners for their respective Interests(collectively, the "**Initial Advance**"). The Initial Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance made to the Co-Owners out of the proceeds of the sale of the Property.

If the cost of Planning Activities exceeds the combination of the Concept Planning Fund and the Initial Advance, the Operator, as it deems necessary in the exercise of its absolute discretion but subject to the approval of the Co-Owners by way of an Ordinary Resolution, may advance to the Co-Owners additional amounts as may be required for such purposes (collectively, the "**Additional Advance**"). The Additional Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, after repayment of the Initial Advance, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance and the Additional Advance made to the Co-Owners out of the proceeds of the sale of the Property.

19. SALE OF THE PROPERTY

Any offer to purchase the Property received by the Operator or the Nominee, which the Operator deems acceptable (the "**Offer**") shall be presented to all of the Co-Owners for consideration and if approved by an Ordinary Resolution such Offer shall be accepted by the Nominee and such acceptance shall be binding upon all of the Co-Owners. Any sale of the Property by the Nominee resulting from an Offer the acceptance of which was approved by an Ordinary Resolution of the Co-Owners shall be deemed to include the sale by the Co-Owners of the Interests.

The Co-Owners hereby agree that Operator shall have the right, exercisable by notice in writing to the Co-Owners within 30 days after the Co-Owners have passed an Ordinary Resolution to accept the Offer, to purchase the Property at the same price and on the same terms and conditions as are contained in the Offer approved by Ordinary Resolution of the Co-Owners.

If the Operator fails to provide the notice exercising its right to purchase the Property on the same terms and conditions as are contained in the Offer within the said 30 days, then the Nominee shall accept the Offer and complete the transaction with the party that made the Offer the acceptance of which was approved by Ordinary Resolution of the Co-Owners.

20. HST AND LTT

Each of the Co-Owners hereby authorizes the Operator to make any and all filings, payments and/or remittances for HST with respect to the purchase by each Co-Owner of his respective Interest and any other payments of HST applicable to the services provided to the Nominee or in respect of the Property or the Interest of a Co-Owner.

Each Co-Owners hereby authorizes the Operator to carry out any HST reporting or filing obligations that are required in respect of the Interests or the Property. Such authority shall

LV168-LV169,LV409,LV471,LV484-LV494,LV525-LV534-32865

include the execution of any documents that have to be or which may be advisable to be executed under the *Excise Tax Act*. The Operator shall to the extent required under the *Excise Tax Act* make and satisfy all filing and reporting obligations of a Co-Owner with respect to the Interest of the Co-Owner and shall provide each Co-Owner with copies of such filings and reports.

Each of the Co-Owners hereby authorizes the Operator to make any and all filings payments and/or remittances, from funds provided by the Co-Owner, relating to LTT arising from the purchase by each Co-Owner from the Vendor of his respective Interest in the Property. For greater certainty, each of the Co-Owners hereby authorizes the Operator on behalf of the Co-Owner and with the Co-Owner's funds to make any and all payments, remittances and filings under the provisions of the *Land Transfer Tax Act* relating to LTT and within the time period required therefor under the *Land Transfer Tax Act*, arising from the acquisition and/or ownership of the Interest. The Operator shall provide each Co-Owner with copies of such filings and evidence of the payments and remittances upon the written request of a Co-Owner.

21. POWER OF ATTORNEY

Each Co-Owner hereby nominates, constitutes and appoints each of the Operator and the Nominee, acting alone or together, with full power of substitution, as his true and lawful attorney and agent with full power and authority in his name, place and stead, for his use and benefit, to do the following, as fully and effectually as the Co-Owner could do if personally performed including, without limitation:

(a) execute and deliver all such documents or instruments on behalf of and in the name of the Co-Owners, or any of them, as may be deemed necessary by the Operator to carry out fully the provisions of this Agreement in accordance with its terms;

(b) execute, swear to, acknowledge, deliver, file and/or remit to or with the Ministry of Finance (Ontario) pursuant to the *Land Transfer Tax Act*, as amended, all necessary returns and payment or remittances in connection with the acquisition by the Co-Owners of their respective Interests in the Property;

(c) execute, acknowledge, deliver and file and/or remit to or with the CRA, all necessary instruments, declarations, certificates and other documents, and remittances relating to HST;

(d) execute, acknowledge, deliver and file as and where required any election made pursuant to subsection 273(1) of the *Excise Tax Act* as contemplated in each Purchase Agreement;

(e) execute and deliver all conveyances, agreements, documents and other instruments pertaining to the sale, development, redevelopment, financing, refinancing or leasing of the Property as the Operator determines in its sole discretion is in the best interests of the Co-Owners, and as permitted by this Agreement or authorized by Ordinary Resolution or Special Resolution of the Co-Owners; and

(f) execute, acknowledge, deliver and file any and all CRA non-resident personal income tax returns.

Each Co-Owner acknowledges and confirms that the power of attorney granted herein is made pursuant to the *Powers of Attorney Act* (Ontario) and is a power coupled with an interest, will survive the death, disability or other legal incapacity of the Co-Owner and will survive the assignment (to the extent of the Co-Owner's obligations hereunder) by the Co-Owner of the whole or any part of his Interest and extends to the heirs, executors, administrators, successors

LV168-LV169,LV409,LV471,LV484-LV494,LV525-LV534-32865

and assigns of the Co-Owner and may be exercised by the Operator or the Nominee, acting alone or together, executing on behalf of the Co-Owners, or any of them, any instrument, by listing all of the Co-Owners to be bound by such instrument with a single signature as attorney and agent for all of them, or otherwise. Each of the Co-Owners agrees to be bound by any representations and actions made or taken in good faith and in accordance with the terms of this Agreement by the Nominee and/or the Operator pursuant to such power of attorney in accordance with the terms hereof and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the Nominee or the Operator taken in good faith under such power of attorney. The Operator shall, at the written request of a Co-Owner, provide such Co-Owner with copies of any of the documents or instruments executed, sworn, delivered, acknowledged or remitted by the Operator for and on behalf of that Co-Owner only under the power of attorney provided for in this Section 21.

22. INDEMNIFICATION

Each of the Co-Owners hereby agrees, severally and not jointly or jointly and severally, to indemnify and hold harmless the Operator and the Nominee from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee, or by any one or more attorneys appointed by it or them under the power to substitute pursuant to the power of attorney provision contained in Section 21 above, by reason of acts, omissions or alleged acts or omissions arising out of the activities of the Operator or the Nominee on behalf of the Co-Owners or in furtherance of the Interests of the Co-Owners but only if the acts, omissions or the alleged acts or omissions in respect of which any actual or threatened action, proceeding or claim are based, were performed in good faith and in accordance with the Agreement.

23. VENDOR'S RIGHT TO RETAIN AN INTEREST

The Co-Owners acknowledge and agree that the Vendor has the right, but not the obligation, to retain an undivided beneficial Interest in the Property (a "**Retained Interest**"), to whatever extent it wishes, and the Vendor to the extent of any such Retained Interest shall for the purposes of this Agreement be a Co-Owner and be deemed to be bound by this Agreement. The Vendor may at any time and from time to time Transfer and assign all or any part of such Retained Interest to any person or persons it deems appropriate and upon such Transfer or assignment, the assignee or transferee thereof shall execute a counterpart of this Agreement and shall be a Co-Owner to the extent of the Retained Interest so transferred or assigned.

24. COMPETING INTERESTS

Each of the Co-Owners and the Operator is entitled, without the consent of any of the others of them, to own property and to carry on any business or activity whatsoever, whether of the same or different nature as that owned by or carried on by any of them, and whether or not in competition with the Interests, the Property or any activity carried on by any of them, and neither any Co-Owner nor the Operator shall be liable to account to any of the other of them.

25. NOTICES

Any notice or communication required or permitted to be given to the Nominee, the Vendor, the Operator or the Co-Owners hereunder shall be in writing and shall be given by delivery or by mailing to same to be addressed as follows:

(a) To the Nominee, the Vendor or the Operator, at its respective mailing address provided in Section 4 above.

LV168-LV169,LV409,LV471,LV484-LV494,LV525-LV534-32865

(b) To each Co-Owner at his last address shown on the Co-Owners Record maintained by the Operator.

Any notice or communication delivered as aforesaid shall be in the English language but may be accompanied by an unofficial translation and shall be deemed to have been given to the addressee on the day of delivery, if delivered by courier or, if mailed as aforesaid, shall be deemed to have been given to the addressee on the 10th Business Day following the mailing of such notice, provided that, for such purposes, no day during which there shall be a strike or other occurrence which shall interfere with normal mail services shall be considered a Business Day. If delivery of any notice or communication is made via fax, delivery shall be deemed to have been made on the day following the sending of the fax unless such day is not a Business Day, in which case delivery shall be deemed to have been made on the next Business Day.

26. FURTHER ACTS

The parties hereto agree to execute and deliver such further and other documents and to perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

27. BINDING EFFECT

Subject to the restrictions on Transfers herein contained, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and permitted assigns.

28. SEVERABILITY

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts, by original or facsimile signature, with the same affect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same agreement.

30. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, in the Country of Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

31. DISPUTE RESOLUTION

Any disputes, claims, disagreements, differences, (including, without limitation, interpretation, performance and enforcement) (collectively the "**Dispute**") that may arise between the Co-Owners or any of them and/or the Operator and/or the Nominee relating in any manner to this Agreement, the Property, or the Interests or any of them, shall attempted to be resolved by mediation and if such mediation is not successful, then by arbitration.

LV168-LV169,LV409,LV471,LV484-LV494,LV525-LV534-32865

Upon written demand of the Nominee, the Operator or the Co-Owners or any them and within 10 days after such demand, the parties shall attempt to appoint a mediator. If within such period of time they are unable to agree on a mediator, the Dispute shall be resolved by arbitration. If the parties to the Dispute are unable to agree upon a single arbitrator within 10 days after a demand has been made by any party to the Dispute to appoint a single arbitrator then, any party to the Dispute may apply, to a Justice of the Superior Court of Justice sitting in the City of Toronto, in the Province of Ontario, Canada for the appointment of an arbitrator.

The arbitration shall proceed in accordance with the provisions of the *Arbitration Act*, 1991 (Ontario) and any amendments or successor legislation thereto, which provisions shall apply *mutatis mutandis*. The arbitrator shall have the power to determine the procedure for the arbitration and to deliver his or her award notwithstanding the default by any party in respect of any procedural order made by the arbitrator.

The arbitrator shall proceed immediately to hear and determine the Dispute. The award of the arbitrator shall be made within 30 days after the appointment of the arbitrator, subject to any reasonable delay due to unforeseen circumstances. The award of the arbitrator shall be in writing and signed by the arbitrator, and shall be final and binding on the parties to the Dispute, not subject to any appeal, and the parties to the Dispute shall abide by the award and perform the terms and conditions thereof. The arbitration award shall deal with the costs of arbitration and all matters related thereto including the arbitrator's fees and expenses. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Unless otherwise mutually agreed, any mediation or arbitration of a Dispute shall take place in the Municipality of Metropolitan Toronto, in the Province of Ontario, in the Country of Canada.

32. NO INTENTION TO CREATE A PARTNERSHIP

The Co-Owners acknowledge, agree and declare that the entering into of this Agreement does not, and is not intended to, create a partnership, for any purpose. The Co-Owners further agree that nothing herein is to be construed as a limitation of the powers or rights of any Co-Owner to carry on its separate respective activities. Except for the Operator as contemplated in this Agreement, none of the Co-Owners shall have the right to bind any of the other Co-Owners, transact any business in any of the other Co-Owners names or on their behalf or incur any liability for or on behalf of any of the other Co-Owners. The Co-Owners agree that they shall each report their income or loss arising from the ownership of their Interests, for both accounting and income tax purposes, and to the applicable taxing authorities, as co-venture parties independent of one another, and not as partners in a partnership.

33. NO RIGHT TO PARTITION, ETC.

Each of the Co-Owners, by becoming a party to this Agreement, agrees and will be deemed to have agreed that he will not seek any remedy or right for the termination of this Agreement which would otherwise be available at law or in equity or for the termination of the co-ownership of the Property or which would otherwise be available pursuant to the *Partition Act*, R.S.O. 1980, c. 369,) and any amendments or successor legislation thereto, and each such Co-Owner shall be forever estopped from asserting otherwise and from seeking such remedy or right. In the event of any breach of the provisions of this Section 33 by a Co-Owner, the other Co-Owners and the Operator shall, in addition to all rights and remedies at law or in equity to which it is or they are otherwise entitled, be entitled to a decree or order

LV168-LV169,LV409,LV471,LV484-LV494,LV525-LV534-32865

perpetually restraining and enjoining such partition, application, action or other proceeding, and the first-mentioned Co-Owner shall not plead in defence thereto that there would be an adequate remedy at law, it being acknowledged by all the parties hereto that the injury and damages flowing from any such breach would be impossible to measure monetarily.

34. TIME

Time shall be of the essence of this Agreement.

35. REFERENCE DATE

This Agreement is dated for reference as of the 9TH day of November, 2011.

IN WITNESS WHEREOF this Agreement is executed with effect as of the day and year first above written.

EXECUTED this 7TH day of SEPTEMBER, 2012 with effect as of the day and year first above written.

CO-OWNER

WITNESS

Chiaki Hayashi

Signature of Witness

Print: CHIAKI HAYASHI

Akiko Kobayashi

Signature of Co-Owner

Print: AKIKO KOBAYASHI

LV168-LV169,LV409,LV471,LV484-LV494,LV525-LV534-32865

EXECUTED this 9TH day of NOVEMBER, 2012 with effect as of the day and year first above written.

LONDON VALLEY INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

EXECUTED this 9TH day of NOVEMBER, 2012 with effect as of the day and year first above written.

TSI-LV INTERNATIONAL CANADA INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

LV CAPITAL MANAGEMENT INC.

EXECUTED this 9TH day of NOVEMBER, 2012 with effect as of the day and year first above written.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

LV168-LV169,LV409,LV471,LV484-LV494,LV525-LV534-32865

SCHEDULE "1"

Legal Description of Property

Lands and premises located on 5318 Colonel Talbot Road, in the city of London, in the province of Ontario, in the Country of Canada and legally described as Part Lot 63 ETR as in WU28828, except WU30493, WU45704, WU49601, WU80146, 299895, 106748, 88711, CM168; subject to 340398. WU45704; London/Westminster

LV168-LV169,LV409,LV471,LV484-LV494,LV525-LV534-32865

SCHEDULE "2"

NOTICE OF REQUISITION OF ORDINARY RESOLUTION

By Co-Owners

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____, 201_ .

Witness	**Co-Owner**
_____	_____
Signature	Signature
Print: _____	Print: AKIKO KOBAYASHI
Address: _____	Address: _____
_____	_____

Unit Identification No. LV168-LV169,LV409,LV471,LV484-LV494,LV525-LV534

By Operator

NOTICE IS HEREBY GIVEN that the undersigned requests the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned signed to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____ , 201__.

LV CAPITAL MANAGEMENT INC.

Per: _____

Name:
Title:
I have authority to bind the Corporation.

LV168-LV169,LV409,LV471,LV484-LV494,LV525-LV534-32865

Appendix 1

FORM OF ORDINARY RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____ , 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: AKIKO KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV168-LV169,LV409,LV471,LV484-LV494,LV525-LV534

Identification No. _____

LV168-LV169,LV409,LV471,LV484-LV494,LV525-LV534-32865

SCHEDULE "3"

NOTICE OF REQUISITION OF SPECIAL RESOLUTION

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners to approve the Special Resolution attached hereto as Appendix I **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Special Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Special Resolution.

Dated the _____ day of _____, 201__.

Witness		**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: AKIKO KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV168-LV169,LV409,LV471,LV484-LV494,LV525-LV534

Identification No. _____

LV168-LV169,LV409,LV471,LV484-LV494,LV525-LV534-32865

Appendix I

FORM OF SPECIAL RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____ , 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: AKIKO KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV168-LV169,LV409,LV471,LV484-LV494,LV525-LV534

Identification No. _____

LV168-LV169,LV409,LV471,LV484-LV494,LV525-LV534-32865

DECLARATION OF TRUST

Cert. No. LV_JP_1068bceb19323fe72b2b344ccf85c254

Interest: 25/578TH

ID. 32865 UDI. LV168-LV169,LV409,LV471,LV484-LV494,LV525-LV534

This is to certify that AKIKO KOBAYASHI is the owner of an undivided beneficial 25/578TH interest (the "Interest") in the real property located on 5318 Colonel Talbot Road, in the city of London, in the province of Ontario, in the Country of Canada and legally described as Part Lot 63 ETR as in WU28828, except WU30493, WU45704, WU49601, WU80146, 299895, 106748, 88711, CM168; subject to 340398. WU45704; London/Westminster (the "Property") and that London Valley Inc., as the registered holder of title to the Property, declares and acknowledges that it is holding title to the Property in trust for and on behalf of AKIKO KOBAYASHI, to the extent of the Interest.

Reference is made to the co-owners agreement (the "Agreement") dated for reference as of the 9TH day of November, 2011 among the owner of the Interest named in the within Declaration of Trust, London Valley Inc. TSI-LV International Canada Inc., LV Capital Management Inc. and all other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of the Agreement. The Agreement provides for certain rights and obligations of the owners of undivided beneficial interest in the Property.

This Declaration of Trust and the Interest represented hereby are not transferable by delivery but only by the registered holder hereof, or by his agent duly authorized in writing, upon compliance with the provisions of the Agreement, including delivery to TSI-LV International Canada Inc. at its principal office in Mississauga, Ontario, of this Declaration of Trust together with a duly executed transfer of beneficial interest in the form required by TSI-LV International Canada Inc.

IN WITNESS WHEREOF London Valley Inc. and TSI-LV International Canada Inc. have caused this Declaration of Trust to be signed by its duly authorized officers this 9TH day of NOVEMBER, 2012.

LONDON VALLEY INC.

Per: _____

Name:
Title:
I/We have authority to bind the Corporation

TSI-LV INTERNATIONAL CANADA INC.

Per: _____

Name:
Title:
I/We have authority to bind the Corporation

THIS IS **EXHIBIT "X"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

Ontario ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND REGISTRY OFFICE #33

08207-0183 (LT)

PREPARED FOR Alexandra01
ON 2025/02/21 AT 07:46:00

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

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

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
DIVISION FROM 08207-0015

PIN CREATION DATE:
2016/08/31

OWNERS' NAMES
LONDON VALLEY INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2016/08/31 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 1992/09/14 **						
195932	1964/04/03	BYLAW				C
33R345	1972/01/31	PLAN REFERENCE				C
ER795603	2011/11/09	TRANSFER		FONGER, CAROL ANNE HENDERSON, MARY WILLSIE, ELEANOR JEAN	LONDON VALLEY INC.	C
		REMARKS: PLANNING ACT STATEMENTS				

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

THIS IS **EXHIBIT "Y"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

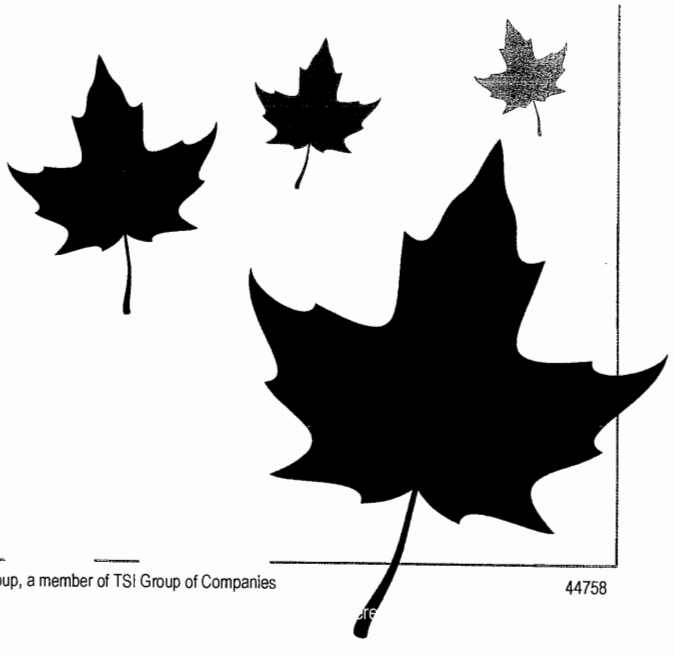
A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

TSI INTERNATIONAL

LONDON VALLEY II INC.

MIZUE FUKIAGE



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UNIT IDENTIFICATION NO. LV II289-LV II338

AGREEMENT OF SALE AND PURCHASE dated the 15TH day of NOVEMBER, 2020

BETWEEN

MIZUE FUKIAGE

Identification: DRIVER'S LICENSE (528500942092)

Address: 501 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Phone Number: 81-776-28-6655

(hereinafter referred to as the "**Purchaser**")

-and-

TSI-LV II INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario,

(hereinafter referred to as the "**Vendor**");

-and-

LONDON VALLEY II INC.,
a corporation incorporated under the laws of the Province of Ontario

(hereinafter referred to as the "**Nominee**")

WHEREAS:

A The Vendor is the beneficial owner of an undivided interest in a parcel of land described in Schedule "B" annexed to this Agreement (the "**Property**") and title to which Property is registered in the name of the Nominee.

B The Vendor is engaged in the business of land banking, the prime focus of which is to locate and purchase raw land and to endeavour to rezone the land through the applicable land development process to an approved use determined by the Vendor to be suitable and appropriate in all of the circumstances, and to thereby enhance the value of the land.

C. The Purchaser acknowledges that rezoning of the Property is uncertain and may take many years to achieve, often six years or longer, and that there can be no assurance that rezoning will be obtained, or if obtained, to permit for such use or uses as were requested and/or otherwise on terms and conditions that are satisfactory.

D. The Vendor may from time to time sell undivided beneficial interests in the Property to various purchasers.

E. The Purchaser acknowledges that real estate investments are generally subject to various risks, including a lack of liquidity, the highly competitive nature of the real estate industry, changes in general economic conditions (such as the availability and cost of mortgage funds), conditions of supply and demand for any particular type of real estate in the particular area, government regulations and changes thereto (including uncertainties and delays in zoning, subdivision and development regulatory approval processes, taxation of property and environmental legislation), changes in governments and the political

environment in the jurisdiction where the real estate is located, and sensitivity to interest rates, among other factors.

F. The Purchaser acknowledges having had the opportunity to review this Agreement and its schedules with its advisors and to conduct such due diligence investigations as the Purchaser deemed appropriate with respect to all matters pertaining to the Property and to the Vendor.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. SALE OF UNDIVIDED BENEFICIAL INTEREST IN LAND

1.1 The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser a 50/620TH undivided beneficial interest in the Property (the "**Purchaser's Land Interest**").

1.2 The Purchaser's Land Interest will be identified by the following designated identification number: LV II289-LV II338

2. . PURCHASE PRICE

2.1 The Purchaser shall pay the aggregate sum of Ten Thousand Dollars of lawful money of Canada (C$10,000.00) for each 1/620TH undivided beneficial interest in the Property upon execution of this Sale and Purchase Agreement, of which Nine Thousand Five Hundred Dollars (C$9,500.00) of lawful money of Canada will be paid on account of the purchase price for such interest, and Five Hundred Dollars (C$500.00) of lawful money of Canada will be paid into a segregated account known as the "Concept Planning Fund" (the "**Concept Planning Fund**") to be used to defray costs, expenses and fees to be incurred in connection with the Property, as more particularly hereinafter described and as described in the Co-Owners Agreement (as such term is hereinafter defined).

2.2 The Purchaser hereby agrees to purchase the Purchaser's Land Interest for a total purchase price of FOUR HUNDRED SEVENTY FIVE THOUSAND DOLLARS ONLY of lawful money of Canada (C$475,000.00) (the "**Purchase Price**"), and to pay the amount of TWENTY FIVE THOUSAND DOLLARS ONLY of lawful money of Canada (C$25,000.00) into the Concept Planning Fund (the "**Concept Planning Fund Contribution**"). All references in this Agreement to payments of money being made shall mean lawful money of Canada.

2.3 The Purchase Price excludes applicable harmonized sales tax (the "**HST**") pursuant to the *Excise Tax Act*, R.S.C. 1985, c E-15, as amended (the "**ETA**") and the Purchaser agrees to pay the HST in addition to the Purchase Price and the Concept Planning Fund Contribution, unless the Purchaser has obtained and inserted (or instructed to be inserted) its HST registration number set forth below on the signing page of this Agreement, below its signature, prior to acceptance of this Agreement by the Vendor, in which case the Purchaser hereby represents and warrants that it is a registrant for HST purposes under the provisions of the ETA, under such registration number.

2.4 Included in the Purchase Price and the Concept Planning Fund Contribution, the Purchaser shall be responsible for the payment of land transfer tax ("**LTT**") under the *Land Transfer Act*, R.S.O., c L.6. as amended (the "**LTTA**"), in the amount of SIX THOUSAND

THREE HUNDRED AND FORTY-EIGHT DOLLARS AND FOUR CENTS of lawful money of Canada (C$6,348.04).

2.5 The Purchaser covenants to pay, make and submit all necessary payments, filings and remittances within the time periods required therefor under the provisions of the ETA, if applicable, and the LTTA, and the regulations thereunder. The Purchaser hereby authorizes the Vendor on behalf of the Purchaser and with the Purchaser's funds, to make any and all payments, filings and remittances within the time periods required therefore under the provisions of the ETA relating to HST, if applicable, and under the provisions of the LTTA relating to LTT required to be made by the Purchaser arising from its acquisition of the Purchaser's Land Interest. While the Vendor agrees to assist the Purchaser in submitting such payments, remittances and filings, for greater certainty, nothing herein contained shall oblige the Vendor to make any payments or remittances from its own resources or funds and all such payments and remittances and filings shall be the Purchaser's obligation.

2.6 Funds in the Concept Planning Fund shall be applied towards defraying future costs of every nature and kind related to the Property, including property management costs, costs, fees, and services incurred in connection with planning activities, development submissions, subdivision applications, operational costs and all other activities and matters concerning or related to the Property, as determined by the Operator (as such term is defined in the Co-Owners Agreement) which would be incurred by or on behalf of the Purchaser as a Co-Owner. The Concept Planning Fund is intended to be a deposit account. The Purchaser's proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Purchaser following completion of the sale of the Property. The Purchaser's proportionate share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of the Co-Owners Agreement) will be paid by the Purchaser (in its capacity as a Co-Owner) and deducted from its proportionate share of any sale proceeds receivable by it, if and when the Property is sold or otherwise disposed of.

3. PAYMENT OF THE PURCHASE PRICE

3.1 The Purchaser hereby agrees that the Purchase Price, the Concept Planning Fund Contribution, and all other amounts due and payable hereunder, shall be paid to the Vendor on the Closing Date (as hereinafter defined). Following the Closing Date, the Vendor shall deliver the Concept Planning Fund Contribution to the Operator for deposit into the Concept Planning Fund.

3.2 All payments of the Purchase Price, the Concept Planning Fund Contribution, and such other amounts shall be made through the appointed agent (the "**Vendor's Agent**"), the Vendor's authorised agent and representative in the jurisdiction of residence of the Purchaser, and the Vendor hereby directs the Purchaser to make all such payments to the Vendor's Agent, who is authorised by the Vendor to acknowledge receipt of the Purchase Price and other amounts paid hereunder.

4. CLOSING DATE, DELIVERIES, COSTS, NON-MERGER

4.1 The date on which this Agreement is signed by the Purchaser and is accepted and signed by the Vendor and the Nominee shall be the "**Closing Date**". On the Closing Date, in addition to delivering the Purchase Price and this Agreement, the Purchaser agrees to deliver to the Vendor's Agent a copy of the Co-Owners Agreement signed by the Purchaser.

4.2 Within ninety (90) days after the Closing Date, the Vendor agrees to deliver to the Purchaser the following documents (the "**Closing Documents**"):

(a) this Agreement, duly executed by the Vendor and the Nominee;

(b) a Declaration of Trust (as hereinafter defined), duly executed by the Nominee; and

(c) the Co-Owners Agreement (as hereinafter defined), duly executed by the Nominee and Operator (as therein defined).

4.3 The Vendor shall pay for the cost of drafting and/or settling the Closing Documents. The Vendor shall not be obligated to pay any other costs associated with the purchase of the Purchaser's Land Interest.

4.4 This Agreement shall be irrevocable by the Purchaser for a period of 120 days following its execution and delivery to the Vendor or the Vendor's Agent. This Agreement shall only become binding upon the Vendor and the Nominee following the Vendor and the Nominee having each accepted this Agreement as signified by its respective execution of this Agreement where indicated below.

4.5 All representations, warranties and covenants of the Purchaser as set out in this Agreement shall not merge upon closing but shall survive closing and the Closing Date.

5. VENDOR REPRESENTATIONS AND WARRANTIES

5.1 The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in completing the sale and purchase transaction contemplated in this Agreement:

(a) the Vendor is the beneficial owner of the Purchaser's Land Interest with good and marketable title thereto, subject to Section 6.1;

(b) registered title to the Property and beneficial title to the Purchaser's Land Interest shall be good and marketable and clear and free from all mortgages, charges and financial liens on the Closing Date;

(c) the Vendor has the right, power and authority to sell the Purchaser's Land Interest as contemplated in this Agreement;

(d) the Vendor is a corporation properly constituted and in good standing under the laws of the Province of Ontario and the laws of Canada applicable therein; and

(e) the Vendor is not now and on the Closing Date will not be a non-resident of Canada within the meaning of the *Income Tax Act* (Canada), R.S.C. 1985, c.1 (5th Supp.), as amended from time to time.

6. EASEMENTS, LIENS , REGISTERED AGREEMENTS

6.1 Other than any mortgage, charge or financial lien which the Vendor is required to discharge pursuant to this Agreement, registered title to the Property, and beneficial title to the Purchaser's Land Interest, shall be subject to all other liens and encumbrances registered

on title to the Property on the Closing Date or which may be registered against the title to the Property after the Closing Date, including those registered in connection with the rezoning or development process relating to the Property, and including, without limitation, agreements with the applicable municipality or region, agreements with public regulated utilities, easements for the supply of domestic utility or telephone services to the Property or properties which are adjacent to the Property, easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the Property or its proposed development, other registered restrictions or covenants that run with the lands, and the restrictions and reservations in the Crown patent.

7. PURCHASER(S)' REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 The Purchaser represents and warrants to and covenants in favour of the Vendor as follows:

(a) there are no liens, mortgages, judgements, executions or other encumbrances, related to or attaching to the Purchaser's Land Interest or any part thereof;

(b) the Purchaser shall keep the Purchaser's Land Interest and every part thereof free and clear of all liens, mortgages, other encumbrances, judgements or executions. The Purchaser warrants and represents that all such liens, mortgages, judgements, executions other encumbrances, if any, shall be discharged and removed forthwith at the Purchaser's sole cost and expense and the Purchaser shall hold harmless the Vendor and all other beneficial owners of undivided interests in the Property from time to time against any and all claims, liabilities, actions, cause of actions, charges, demands and costs, including solicitors fees in connection therewith; and

(c) the Purchaser will not register or cause to be registered this Agreement, the Co-Owners Agreement, notice of this Agreement, notice of the Co-Owners Agreement, notice of the Purchaser's Land Interest, or any caution against title to the Property and the Purchaser shall forthwith remove and discharge any such registration at its costs and expense, failing which the Vendor may do so at the cost and expense of the Purchaser.

7.2 The foregoing warranties, representations and covenants of the Purchaser shall not merge on closing but shall survive closing and the Closing Date.

8. PURCHASER(S)' PARTICULARS, NATURE OF VESTING OF BENEFICIAL TITLE

8.1 The Purchaser agrees and confirms that the personal information provided in Schedule "A" annexed hereto is true, accurate and complete and agrees to inform the Vendor in writing forthwith of any change in any of the information therein provided.

8.2 If there is more than one person that comprises the Purchaser, then the Purchaser's Land Interest will be held as joint tenants with right of survivorship unless the box below is initialled by the Purchaser in which case the Purchaser's Land Interest will be deemed to be held as tenants-in-common, in the percentages noted therein.

[ ] Purchaser elects to hold Purchaser's Land Interest as tenants- in -common and not as joint tenants, as follows: _____ as to ___%, _____ as to ____%.

9. PRESENT STATE AND CONDITION OF PROPERTY

9.1 The Purchaser hereby agrees that the purchase of the Purchaser's Land Interest is on an "as is, where is basis" with no representations or warranties whatsoever made by the Vendor, other than as expressly set out in this Agreement.

10. TITLE INSURANCE

10.1 The Nominee as registered owner of the Property obtained title insurance upon acquiring the Property (the "**Title Insurance Policy**") in such form and in such amount and with such stipulations, limitations and qualifications respecting coverage as it deemed appropriate.

11. NOMINEE AS BARE TRUSTEE; DECLARATION OF TRUST

11.1 The Purchaser acknowledges that the registered title to the Property is held by the Nominee, as nominee and bare trustee for the Vendor to the extent of its undivided beneficial interest in the Property, and as nominee and bare trustee for others to the extent of their respective undivided beneficial interests in the Property, and that on completion of the transaction herein contemplated the Nominee will hold the registered title to the Property to the extent of the Purchaser's Land Interest as nominee and bare trustee for the Purchaser and others to the extent of their respective undivided beneficial interests in the Property.

11.2 The mailing address of the Nominee for receiving notices shall be 14-30 Eglinton Avenue West, Box 133, Mississauga, Ontario L5R 0C1 Canada, provided that the Nominee may change its mailing address from time to time by giving notice in writing to that effect pursuant to the notice provisions contained in the Co-Owners Agreement.

11.3 The Nominee agrees to execute and deliver to the Purchaser a declaration of trust (the "**Declaration of Trust**") wherein it will confirm that, from and after the Closing Date, it is holding the title to the Property for and on behalf of the Purchaser, to the extent of the Purchaser's Land Interest, in the place and stead of the Vendor

11.4 The Purchaser acknowledges that the registered title to the Property shall at all times be in the name of the Nominee.

12. NO RIGHT TO USE, OCCUPY OR ACCESS

12.1 The Purchaser agrees that it hereby waives all rights of use, occupation and rights of access to the Property, and any part thereof, in order to facilitate the future rezoning and ultimate subdivision and re-development of the Property, for the benefit of all Co-Owners. The provisions of this Section 12 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date.

13. CO-OWNERS AGREEMENT

13.1 The Purchaser agrees that concurrent with its execution and delivery of this Agreement, the Purchaser shall execute and deliver the agreement or a counterpart of the co-

owners agreement, a draft copy of which is annexed hereto as Schedule "C" (the "**Co-Owners Agreement**").

13.2 The Co-Owners Agreement shall govern, amongst other things, the following:

(a) the rights and obligations of the Purchaser, as owner and any other owners of undivided beneficial interests in the Property;

(b) any future sale, financing and/or development of the Property;

(c) procedures for consent and approvals by the Co-Owners (as such term is defined in the Co-Owners Agreement);

(d) appointing the Operator (as such term is defined in the Co-Owners Agreement) for and on behalf of the Co-Owners;

(e) the rights and obligations of the Operator of the Property;

(f) the obligation of the Nominee as registered holder of the title to the Property for an on behalf of the Co-Owners;

(g) the right to transfer or assign the Purchaser's Land Interest or any part thereof and the terms conditions to be satisfied with respect to any such assignment or transfer; and

(h) such other matters as are therein contained.

13.3 The Vendor shall not be obligated but shall have the right to retain an undivided beneficial interest in the Property to such extent as it may in its absolute discretion deem appropriate and thus be a co-owner thereof and with respect to such undivided beneficial interest it shall be subject to the terms of the Co-Owners Agreement and entitled to exercise the rights of a Co-Owner.

14. SUBDIVISION CONTROL PROVISIONS

14.1 The Vendor agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and this Agreement shall be effective to create an interest in the Property provided that the provisions of the *Planning Act* (Ontario) are complied with in connection with the transaction of sale and purchase of the Purchaser's Land Interest.

15. NO REPRESENTATIONS, WARRANTIES OR ADVICE

15.1 The Purchaser acknowledges that none of the Vendor, the Nominee, the Vendor's Agent nor anyone acting on its or their behalf has made any representations or warranties except as are expressly set forth in this Agreement or the Co-Owners Agreement, nor given any advice respecting the tax treatment relating to the purchase or disposition of the Purchaser's Land Interest or any part thereof or the Property, nor as to the timing of sale, rezoning or development of the Property nor with respect to any potential or anticipated profit to be derived or derivable from the Purchaser's Land Interest or the Property.

15.2 The Purchaser has been urged and advised to consult with the Purchaser's own respective advisors including legal and tax advisors, with respect to the purchase and other

matters pertaining to the Property and the Purchaser's Land Interest and the Closing Documents.

16. SOURCE OF FUNDS

16.1 The Purchaser hereby represents, warrants, confirms and acknowledges that the source of the Purchaser's funds:

(a) are not derived directly or indirectly from any crime;

(b) are not linked directly or indirectly to any terrorists or against anti terrorist laws;

(c) are not embargoed funds; and

(d) are not obtained in violation of any laws or seeking to escape or avoid any tax laws;

16.2 The Purchaser covenants that all payments and remittances shall strictly comply , at its own expense, with all regulatory or exchange control provisions in force on the Closing Date and applicable to this Agreement.

16.3 The provisions of this Section 16 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date

17. NOTICES

17.1 All notices required hereunder shall be in writing and in the English language and may be served either personally upon the parties or by electronic transmission namely by fax or email addressed to the Parties at their respective last known addresses, fax number or email address.

18. HEIRS, ASSIGNS, ETC.

18.1 This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective heirs , administrators, executors, successors and permitted assigns; provided that, the Purchaser shall not be entitled to assign this Agreement or any of its rights hereunder without the prior written approval of the Vendor, which approval may be withheld in its absolute discretion.

19. SUPERCEDING AGREEMENT

19.1 This Agreement shall supercede any and all previous discussions, representations, agreements or understandings made by or on behalf of either of the parties hereto for or relating to the purchase and sale of the Purchaser's Land Interest.

20. SCHEDULES

20.1 Schedules "A", "B" and "C" annexed hereto form an integral part of this Agreement and shall be read together with this Agreement.

21. COUNTERPARTS

21.1 This Agreement may be executed in any number of counterparts and by original or facsimile signature with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement.

22. LAWS AND JURISDICTION-ONTARIO

22.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

23. CAPTIONS

23.1 The captions of the sections of this Agreement are for convenience only and do not amplify or limit in any way the provisions hereof.

24. EFFECT OF PARTIAL INVALIDITY ON THIS AGREEMENT

24.1 In the event that any provision of this Agreement is illegal, void or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

25. FACSIMILE DOCUMENTS

25.1 The parties agree to accept facsimile executed documents, including Closing Documents, as if they were originally signed documents.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SET OUT BELOW.

WITNESSED BY:

DATE OF EXECUTION: 2020-11-15

THE PURCHASER

HIROFUMI UCHITOMI
Print Name of Witness

✓ 内富博文
Signature of Witness

Witness Identification Number

MIZUE FUKIAGE
Print Name of Purchaser

吹上瑞枝 ★
Signature of Purchaser

HST Number: 82587 0934 RT0001

✓

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DATE OF EXECUTION: 2021-02-26
THE VENDOR:

TSI-LV II INTERNATIONAL CANADA INC.
Per:

Name:
Title:
HST Number: 81566 6888 RT0001

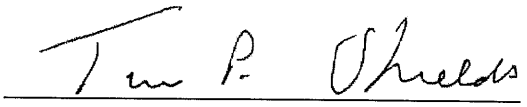
I/We have the authority to bind the Corporation.

DATE OF EXECUTION: 2021-02-26

THE NOMINEE:

LONDON VALLEY II INC.

Per:



Name:
Title:
I/We have the authority to bind the Corporation.

SCHEDULE "A" – PURCHASER(S) PARTICULARS

Information Concerning Purchaser(s):

1. PURCHASER:

Full Name: MIZUE FUKIAGE

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: 501 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Home Telephone: 81-776-28-6655 Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: _____

Country of Birth: JAPAN

The following have been provided to the Vendor:

(✓) Driver's Licence ( ) Passport ( ) Other_____

2. Second or additional person as Purchaser:

Full Name: _____

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: _____

Home Telephone: _____ Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: _____

Country of Birth: _____

The following have been provided to the Vendor:

( ) Driver's Licence ( ) Passport ( ) Other_____

SCHEDULE "B" – PROPERTY and NOMINEE

LEGAL DESCRIPTION OF PROPERTY

Lands and premises located on 6172 Colonel Talbot Road fronting on the East side of Colonel Talbot Road, in the City of London, in the province of Ontario, in the country of Canada, and legally described as Part Lot 58 & 57 ETR as in 422573; EXCEPT Part 11, 33R2972 and Part 1, 33R8976; "Description in 422573 may not be acceptable in the Future" London / Westminster

REGISTERED HOLDER OF LEGAL TITLE TO PROPERTY

LONDON VALLEY II INC.

Office: 14-30 Eglinton Avenue West, Box 133, Mississauga, Ontario L5R 0C1 Canada

Tel No: 1-905-276-6650

Fax No: 1-866-674-8271

SCHEDULE "C" – CO-OWNERS AGREEMENT

UNIT IDENTIFICATION NO. LV II289-LV II338

CO-OWNERS AGREEMENT

LONDON VALLEY II INC.

THIS CO-OWNERS AGREEMENT is dated 30TH day of August, 2012

BETWEEN:

MIZUE FUKIAGE,

Identification: DRIVER'S LICENSE (528500942092)

Address: 501 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

(hereinafter referred to as the "**Purchaser**")

-and-

LONDON VALLEY II INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Nominee**")

-and-

TSI-LV II INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Vendor**")

-and-

LV II CAPITAL MANAGEMENT INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Operator**")

-and-

All other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of this Agreement

(hereinafter collectively referred to as the "**Co-Owners**")

WHEREAS:

1. Pursuant to a Sale and Purchase Agreement, the Vendor has sold to the Purchaser, and the Purchaser has purchased from the Vendor, an undivided beneficial interest in the Property;

2. The Nominee is the registered owner of the Property and has agreed to hold the Property as nominee and bare trustee for and on behalf of the Co-Owners from time to time;

3. Every purchaser of an undivided beneficial interest in the Property, every assignee of such purchaser, and every assignee of each such assignee, is required to execute and deliver a counterpart of this Agreement and shall be bound as a Co-Owner pursuant thereto; and

4. This Agreement sets forth the provisions which govern the Co-Owners' ownership of undivided beneficial interests in the Property and any future sale, financing and/or development with the Property and their respective undivided beneficial interests therein.

NOW THEREFORE in consideration of the payment of the sum of One Dollar ($1.00) and other good and valuable consideration now paid by each party to the other, the receipt of which is hereby acknowledged, and of the premises and the mutual covenants herein contained, the parties hereto hereby covenant and agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall be deemed to have the following meanings:

(a) "**ASPE**" shall have the meaning ascribed thereto in Section 16 of this Agreement;

(b) "**Additional Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(c) "**this Agreement**", "**hereof**", "**herein**," "**hereunder**" and words to like effect, refer to this Co-Owners Agreement as a whole and not to any particular provision, as it may be amended, supplemented and/or restated from time to time;

(d) "**Business Day**" means any day of the week other than a Saturday, Sunday or a day which is a statutory holiday, in Ontario, Canada;

(e) "**Concept Planning Fund**" shall have the meaning ascribed thereto in Section 18 of this Agreement;

(f) "**Co-Owners**" means the owners from time to time of Interests and who have signed a counterpart of this Agreement, and shall include the Purchaser, as well as the Vendor to the extent that it retains any Interest, and "**Co-Owner**" means any of the Co-Owners;

(g) "**Co-Owners Record**" has the meaning ascribed thereto in Section 11 of this Agreement;

(h) "**CRA**" means the Canada Revenue Agency, established pursuant to the *Canada Revenue Agency Act*, S.C. 1999, c. 17, which administers tax laws of Canada, including under the *Income Tax Act*, for the Government of Canada;

(i) "**Declaration of Trust**" means the declaration of trust executed by the Nominee concurrently with the completion by a Co-Owner of the purchase from the Vendor of an Interest and pursuant to which the Nominee declares and confirms that it holds registered title to the Property in trust for and on behalf of such Co-Owner, to the extent of such Co-Owner's respective Interest. For greater certainty, "**Declaration of Trust**" includes the declaration of trust executed by the Nominee upon the completion by a Co-Owner of the Transfer of an Interest to a transferee in accordance with the provisions of this Agreement, and includes the declaration of trust executed by the Nominee in favour of the Vendor at the time of its acquisition of the Property;

(j) "**Designated Person**" shall have the meaning ascribed thereto in Section 10 of this Agreement;

(k) "**Dispute**" shall have the meaning ascribed thereto in Section 31 of this Agreement;

(l) "***Excise Tax Act***" means the *Excise Tax Act* (Canada), as amended from time to time, including the regulations made pursuant thereto;

(m) "**HST**" means the harmonized sales tax payable pursuant to the *Excise Tax Act*, including the Province of Ontario's portion thereof;

(n) "***Income Tax Act***" means the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.), as amended from time to time, including the regulations made pursuant thereto;

(o) "**Initial Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(p) "**Interest**" means the undivided beneficial interest in the Property purchased by a Co-Owner pursuant to a Sale and Purchase Agreement, and includes any undivided beneficial interest in the Property continued to be owned by the Vendor, and "**Interests**" means every Interest;

(q) "***Land Transfer Tax Act***" means the *Land Transfer Tax Act*, R.S.O. c.L.6, as amended;

(r) "**LTT**" means the land transfer tax payable pursuant to the *Land Transfer Tax Act*;

(s) "**Net Income**" shall have the meaning attributed thereto in Section 6(j) of this Agreement;

(t) "**Notice Requisitioning an Ordinary Resolution**" shall have the meaning attributed thereto in Section 8 of this Agreement;

(u) "**Notice Requisitioning a Special Resolution**" shall have the meaning attributed thereto in Section 10 of this Agreement;

(v) "**Offer**" shall have the meaning attributed thereto in Section 19 of this Agreement;

(w) "**Operator**" means LV II CAPITAL MANAGEMENT INC., or the Designated Person that may be appointed as the Operator's replacement as determined in accordance with Section 10 of this Agreement;

(x) "**Ordinary Resolution**" means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 51% of the aggregate Interests in the Property;

(y) "**Planning Activities**" means the reports, plans, studies, audits, assessments, investigations, legal proceedings, procedures, filings, submissions, applications and/or any other actions taken or made in respect of or in furtherance of the rezoning of, or other land use planning matters related to, the Property;

(z) "**Property**" means the real property legally described on Schedule "1" annexed hereto;

(aa) "**Retained Interest**" shall have the meaning attributed thereto in Section 23 of this Agreement;

(bb) "**Sale and Purchase Agreement**" means the agreement of sale and purchase, or an agreement substantially in the form of the agreement of sale and purchase, entered into

between the Vendor, as vendor, and each Co-Owner (other than the Vendor), as purchaser, pursuant to which each Co-Owner agreed to acquire its respective Interest in the Property. **"Sale and Purchase Agreements"** means every Sale and Purchase Agreement;

(cc) **"Special Resolution"** means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 85% of the aggregate Interests in the Property;

(dd) **"Transfer"** shall have the meaning ascribed thereto in Section 11 of this Agreement; and

(ee) **"Vendor"** means TSI-LV II INTERNATIONAL CANADA INC.

2. INTERPRETATION

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) the division of this Agreement into Articles, paragraphs, subparagraphs and schedules and the insertion of headings are provided for convenience only and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;

(b) all references to currency herein are references in Canadian dollars;

(c) any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto;

(d) any reference to an entity shall include and shall be deemed to be a reference to any entity that is a successor to such entity;

(e) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

3. TITLE

Legal title to the Property shall be held in the name of the Nominee, which shall hold such title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Vendor, to the extent of its Retained Interest, if any.)

4. MAILING ADDRESSES

The mailing address of the Nominee, the Vendor and the Operator shall be 14-30 Eglinton Avenue West, Box 133, Mississauga, Ontario L5R 0C1 Canada, provided that the Nominee, the Vendor and/or the Operator may change its mailing address from time to time by giving notice in writing to that effect to all Co-Owners, pursuant to the notice provisions contained in this Agreement.

5. REPRESENTATIONS AND WARRANTIES OF THE NOMINEE AND OPERATOR

(a) The Nominee represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite power, capacity and corporate authority to act as nominee and to perform its obligations under this Agreement;

(iii) it shall not carry on any business other than for the purposes set forth in this Agreement;

(iv) it holds and shall continue to hold legal title to the Property as nominee and bare trustee for and on behalf of each Co-Owner to the extent of each Co-Owner's Interest; and

(v) it shall only deal with the Property in the manner and as provided for in this Agreement.

(b) The Operator represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite capacity and corporate authority to act as Operator, and to perform its obligations under this Agreement; and

(iii) it shall comply with its obligations as provided for in this Agreement.

6. OPERATION AND MANAGEMENT OF THE PROPERTY

The Co-Owners hereby appoint the Operator and the Operator hereby accepts the appointment as the operator and manager of the Property and agrees to undertake such Planning Activities as the Operator may determine in its discretion, acting reasonably, are required to rezone the Property to such use or uses as the Operator shall determine, acting reasonably, and in the best interest of the Co-Owners. The Operator agrees to carry out such Planning Activities and to operate and manage the Property in good faith and in the best interest of the Co-Owners. The Operator agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and to proceed diligently to make all necessary applications to rezone the Property to such use or uses as the Operator shall determine, in its reasonable discretion, and to use its reasonable commercial efforts, at the cost and expense of the Co-Owners, with such costs to be defrayed out of the Concept Planning Fund initially, to obtain all necessary approvals and consents from applicable governmental authorities in connection therewith. Subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have such general powers and authority to administer, manage, control, operate, finance, refinance, develop, lease, grant easements and other rights in, under and over, the Property and to do any act, take any proceeding, make any decision and execute and deliver any instrument, deed, agreement, affidavit or document necessary for or incidental to any of the foregoing, for and on behalf and in the name of the Co-Owners, or as the Co-Owners may so direct by Special Resolution. No person dealing with the Operator

will be required to enquire into the authority of the Operator to do any act, take any proceeding, make any decision or execute and deliver any instrument, deed, agreement or document for or on behalf or in the name of the Co-Owners.

Without limiting the generality of the foregoing provisions of this Section 6, but subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have the following specific powers and authorities without further authority or approval from the Co-Owners:

(a) to engage such professional advisers and consultants as the Operator considers advisable in order to perform its duties hereunder;

(b) to open and operate one or more bank accounts in its name, as agent for the Co-Owners in respect of the Property with a Canadian chartered bank or trust company, into which the Operator may deposit all rentals, if any, and other income earned from the Property (if any) (which for greater certainty shall not include the Concept Planning Fund), and out of which account(s) all expenses properly relating to the Property shall be paid, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of such funds to cover all such expenses;

(c) to execute, deliver and carry out all other agreements which require execution by or on behalf of the Co-Owners with respect to the Property, including without limitation, any agreements required by any governmental or statutory authority having jurisdiction over or with respect to the Property, development agreements, site plan agreements, cost sharing agreements, easements and rights of way;

(d) to enter into lease and/or tenancy arrangements in respect of the Property or any part thereof and to collect all rentals and other income therefrom, if any, provided that nothing herein shall constitute a guarantee by the Operator of the payment of any rent by tenants;

(e) to pay all taxes, fees and other expenses relating to the orderly maintenance and management of the Property out of the Concept Planning Fund, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of funds to cover all such expenses;

(f) to commence or to defend on behalf of the Co-Owners, the Nominee, or itself, any and all actions and other proceedings pertaining to the Property or to the Co-Owners;

(g) to determine the amount and type of insurance coverage, if any, to be maintained in order to protect the Property and the Co-Owners from all usual perils of the type covered in respect of comparable properties and in order to comply with the requirements of any lenders of funds;

(h) to retain, employ and pay and discharge on behalf of the Co-Owners all servants, employees, advisors, consultants and/or contractors necessary to be retained for the management and operation of the Property, including, without limitation, for matters relating to its rezoning and development;

(i) to contract on behalf of the Co-Owners for water, gas, electricity and other utility services and commodities, including cable and telephone services necessary for the development, operation and maintenance of the Property; and

(j) to distribute the Net Income from the ownership, operation, use, financing, refinancing, and/or sale of the Property (if any) to each Co-Owner, proportionate to its respective Interest. For the purposes of this Agreement, "**Net Income**" shall mean the gross receipts (which, for greater certainty, shall not include the Concept Planning Fund) derived in any way from dealing with the Property, received by or on behalf of the Co-Owners from the ownership, operation, use, leasing, financing, refinancing, sale of, and/or development and/or any other dealing with of the Property, minus the aggregate of all proper expenses and charges incurred in connection therewith, calculated on an accrual basis, including:

(i) payment of principal and interest owing to mortgagees or other encumbrancers, or other lenders;

(ii) realty taxes, property tax assessments, charges or levies made by any duly constituted governmental or statutory authority, due and owing and secured by a right or apparent right to claim a lien or charge upon the Interests, or any of them, or the Property, and money due and owing from improvements to the Property secured by a lien or charge in favour of materialmen or workmen or trade contractors or other like persons or corporations upon the Interests, or any of them, or the Property;

(iii) all costs and expenses of any sale, financing or refinancing;

(iv) all development costs and expenses;

(v) all costs and expenses of operating, maintaining, leasing, managing, using, and/or developing the Property, and the costs and expenses of repair;

(vi) lighting, electricity and public utilities costs and expenses;

(vii) professional fees reasonably attributed to the Property, its operation, use, financing, refinancing, sale and/or development;

(viii) all other costs, expenses or disbursements which are properly attributable to the Property, except payments to the Co-Owners on account of capital or distribution of Net Income; and

(ix) reserves in such amount as deemed appropriate by the Operator from time to time, including without limitation for the purposes of replacement of major equipment, major renovations and repairs, leasehold improvements, marketing costs and any other reserves normally required for the prudent operation, use, financing, refinancing, sale and/or development of a like property.

Each Co-Owner shall have a proportionate beneficial interest in all of the gross cash receipts derived from the Property and shall be responsible for its proportionate share of the expenses and charges incurred in connection with the Property, in each case proportionate to its respective Interest. Each Co-Owner hereby irrevocably directs the Operator to pay its proportionate share of such expenses and charges out of its proportionate share of such gross cash receipts, as well as out of the Concept Planning Fund.

Each Co-Owner hereby confirms and acknowledges that neither the Operator nor any of its officers, directors, employees, advisors, consultants, agents or representatives has made any warranty or representation, or given any advice:

(k) as to or in respect of the tax treatment of the purchase, disposition or holding of the Interest by a Co-Owner; or

(l) as to the timing of the rezoning or sale or development of the Property or the returns attainable by the Co-Owners upon a sale or lease of or other dealing with the Property.

Each Co-Owners acknowledges that he has been advised to seek his own independent legal and tax counsel prior to entering into a Sale and Purchase Agreement and this Agreement.

7. AUTHORITY TO WITHHOLD

The Operator is authorized to withhold any amounts required to be withheld from any distribution or other payment to a Co-Owner pursuant to the provisions of the *Income Tax Act* and to make payment of any such amount on behalf of a Co-Owner to the CRA, on account of taxes as may be required by law.

8. POWERS EXERCISABLE BY ORDINARY RESOLUTION

Notwithstanding anything to the contrary contained in this Agreement, the following powers shall only be exercisable by the Operator after an Ordinary Resolution is passed by the Co-Owners:

(a) approving the sale or exchange of all or any part of the Property (other than the sale of Interests by the Operator pursuant to Sale and Purchase Agreements);

(b) approving a proposal or plan to develop the Property;

(c) subject to Section 17, consenting to the amendment of this Agreement, provided that, no amendment to this Agreement shall impose or increase any financial or other obligations upon any of the Nominee of the Operator, or in any way adversely affect the Nominee or the Operator, without the prior written approval of the Nominee or the Operator, as the case may be;

(d) approving or ratifying the making of an Additional Advance by the Operator, in accordance with Section 18; or

(e) requiring that the financial statements for the Property be audited.

Other than a matter which under the terms of this Agreement requires a Special Resolution, the Operator may at any time and from time to time by notice in writing to all Co-Owners substantially in the form annexed hereto as Schedule "2" (the "**Notice Requisitioning an Ordinary Resolution**") request the Co-Owners to consider and approve any matter relating to the Property not requiring a Special Resolution. The Notice Requisitioning an Ordinary Resolution shall specify with reasonable detail the matter to be approved by the Co-Owners.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution. If the Operator fails to deliver such Notice Requisitioning an Ordinary Resolution within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or a group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the

Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution which the Operator failed to deliver within the time provided in this Section 8 for the Operator to do so.

9. POWERS EXERCISABLE BY SPECIAL RESOLUTION

The following powers shall only be exercisable by Special Resolution passed by the Co-Owners:

(a) terminating the appointment of the Operator and appointing a new Operator from time to time, in accordance with the provisions of Section 10;

(b) instituting or continuing an action or suit against the Operator for damages based upon the fraud or gross negligence of the Operator in the performance of its obligations under this Agreement;

(c) requiring the Operator to remove the incumbent independent firm of chartered accountants qualified in Canada appointed pursuant to Section 16 and requiring the Operator to appoint a replacement; or

(d) apppointing a replacement for the Nominee in the event that the Nominee should be wound up or dissolved or be declared a bankrupt, such replacement to hold legal title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Operator if it retains any Retained Interest.)

10. CONTROL AND AUTHORITY VESTS WITH CO-OWNERS

The Co-Owners may by Special Resolution terminate and remove the Operator (in its capacity as Operator and not as a Co-Owner)and appoint a new Operator in its place and stead. Such new Operator shall be bound by all of the terms of this Agreement and shall execute an agreement confirming that it is bound under this Agreement as if it was an original signatory thereto.

Upon termination, the Operator terminated shall forthwith upon request of the person designated in the Special Resolution as the replacement Operator (the "**Designated Person**") do the following:

(a) deliver all agreements, documents, instruments, books and records and writings relating to the Property in its possession to the Designated Person, including, without limitation, the Co-Owners Record;

(b) execute and deliver such consents, acknowledgements and assignments pertaining to the Property and any Planning Activities as the Designated Person may require;

(c) cause its representatives on the board of directors of the Nominee to execute resignations as directors and officers forthwith after being required to do so by the Designated Person, provided the Nominee shall continue to indemnify such directors and officers in accordance with its by-laws in existence at the date hereof;

(d) execute and deliver a release in form and content satisfactory to the Designated Person, acting reasonably, releasing the Nominee and the Co-Owners from any liability, provided that: (i) the release by the Operator shall not release the Co-Owners from their obligation to continue to indemnify the Operator pursuant to Section 21 hereof; and (ii) the

Operator receives a release in form and content satisfactory to the Operator, acting reasonably, executed by the Nominee and by the Designated Person for and on behalf of itself and each of the Co-Owners, releasing the Operator from any liability, and the Co-Owners expressly acknowledge and agree that the Designated Person shall have the power and authority to deliver such release, without any further approval or authorization required from the Co-Owners;

(e) do all things necessary and execute all necessary documents to effect the change of shareholders of the Nominee as directed by the Designated Person; and

(f) otherwise co-operate and assist to carrying out and giving effect to each of the actions set out in Section 10(a), (b), (c), (d) and (e) above.

The Operator may at any time and from time to time by notice in writing, substantially in the form annexed hereto as Schedule "3" (the "**Notice Requisitioning a Special Resolution**") to all Co-Owners, request the Co-Owners to consider and approve any matter relating to the Property requiring a Special Resolution pursuant to the terms of this Agreement. The Notice Requisitioning a Special Resolution shall specify with reasonable detail the matter to be considered and approved by Special Resolution.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning a Special Resolution with respect to any matter relating to the Property, including any matter requiring a Special Resolution pursuant to this Agreement. If the Operator fails to deliver such Notice Requisitioning a Special Meeting within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the Notice Requisitioning a Special Resolution which the Operator failed to deliver within the time provided in this Section 10 for the Operator to do so.

11. CO-OWNERS RECORD AND TRANSFERS OF INTEREST

The Operator shall record and at all times maintain and keep up to date a record of the names, addresses and other contact information for the Co-Owners, and the Interest held by each of the Co-Owners as well as particulars of any Transfer of Interests (collectively, the "**Co-Owners Record**").

No Co-Owner shall sell, transfer, assign, mortgage, pledge, grant a security interest or otherwise encumber or dispose of its Interest in the Property (each, a "**Transfer**"), except in compliance with any applicable requirements of the *Securities Act* (Ontario) and any other applicable legislation and otherwise in accordance with the provisions of this Agreement, if and to the extent required.

A Co-Owner may Transfer an Interest or part thereof provided that such Co-Owner complies and satisfies each of the following conditions:

(a) the transferor first delivers to the Operator an original or notarial copy of the executed document or instrument effecting the Transfer which shall be in such form as may be acceptable to the Operator, acting reasonably;

(b) the transferee agrees in writing and in such form as may be acceptable to the Operator, to be bound by the terms of this Agreement and upon completion of the Transfer to

assume the obligations of the transferor under this Agreement in respect of the Interest subject to the Transfer;

(c) the transferor delivers or causes to be delivered to the Operator a direction addressed to both the Nominee and the Operator, in form and substance satisfactory to the Operator and the Nominee, directing the Nominee to execute and deliver a Declaration of Trust for the Interest subject to the Transfer in favour of the transferee;

(d) the transferee pays such costs, expenses and disbursements, including legal fees, as are reasonably incurred by the Operator by reason of the Transfer;

(e) the transferee pays all applicable HST pursuant to the *Excise Tax Act*, and all applicable LTT pursuant to the *Land Transfer Tax Act*, and makes or causes to be made any and all necessary filings, payments and remittances within the time periods required therefor under the provisions of the *Excise Tax Act* and the *Land Transfer Tax Act* and the respective regulations thereunder;

(f) the transferor either provides the transferee with evidence reasonably satisfactory to the transferee that the transferring Co-Owner is not then a "non-resident" of Canada within the meaning of the *Income Tax Act* or provide the transferee with a certificate pursuant to subsection 116(2) of the *Income Tax Act* with a certificate limit in an amount not less than the purchase price for the Interest subject to the Transfer; provided that if such evidence or certificate is not forthcoming, the transferee shall be entitled to make the payment of tax required under section 116 of the *Income Tax Act* and to deduct such payment from the purchase price for the Interest subject to the Transfer;

(g) the transferee executes and delivers to the Operator a counterpart of the Agreement; and

(h) the transferor provides such other documents, agreements, acknowledgements and confirmations as may be required by the Operator or by law (including compliance by the transferring Co-Owner with the provisions of the *Securities Act* (Ontario) if and to the extent applicable).

When a transferee of an Interest is entitled to become a Co-Owner pursuant to the provisions hereof, the Operator will:

(i) record a Transfer of the Interest; and

(j) forward a Declaration of Trust to the transferee in respect of the Interest so transferred.

For the avoidance of doubt, a Transfer by Co-Owner may include a transfer into trust, in which case the terms "sale and purchase agreement", "Purchaser", "purchase", "purchased", and "sale", wherever such terms appear in this Agreement, shall be read so as to recognize that such Transfer is not a purchase and sale transaction between a Co-Owner and a purchaser but a transaction in the nature of a transfer into trust by the transferring Co-Owner to a trustee. Nothing in this Section 11 shall be construed to affect the provisions of Section 12 of this Agreement.

12. OPERATOR NOT BOUND TO SEE TO TRUST OR EQUITY

Other than pursuant to the terms of the Declaration of Trust, the Operator shall not be bound to see to the execution of any trust, express, implied or constructive, or any charge, pledge or equity to which any Interest is subject, or to ascertain or inquire whether any sale or transfer of any such Interest by any Co-Owner or by his personal representatives is authorized by such trust, charge, pledge or equity, or to recognize any person having any interest therein except for the person or persons recorded by the Operator as the Co-Owner.

13. INCAPACITY, DEATH, INSOLVENCY OR BANKRUPTCY

Where a person becomes entitled to an Interest by incapacity, death, insolvency or bankruptcy of a Co-Owner or otherwise by operation of law, in addition to the requirements of Section 11 hereof, that person will not be recorded as or become a Co-Owner until:

(a) he produces evidence satisfactory to the Operator of such entitlement; and

(b) he has delivered such other evidence, approvals and consents in respect of such entitlement as the Operator may require and as may be required by applicable law or by this Agreement.

14. DECLARATIONS OF TRUST

A separate Declaration of Trust shall be executed and delivered by the Nominee to each Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of a Co-Owner to the extent of the Co-Owner's Interest. Provided that the Transfer of an Interest has been effected in accordance with the provisions of Section 11 of this Agreement, a separate Declaration of Trust shall be executed and delivered by the Nominee to each transferee Co-Owner of an Interest from a transferring Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of the transferee Co-Owner to the extent of such Co-Owner's Interest.

15. LOST DECLARATIONS OF TRUST

Where a Co-Owner by notice in writing advises the Operator that the Declaration of Trust with respect to such Co-Owner's Interest has been defaced, lost or destroyed or wrongly taken, the Operator may cause a new Declaration of Trust to be issued, provided that the Co-Owner files with the Operator an indemnity in such form as is satisfactory to the Operator to indemnify the Operator, the Nominee and the other Co-Owners from any loss, cost, liability or damages that it or they may incur or suffer by complying with the request to issue a new Declaration of Trust, and provided further that the Co-Owner satisfies all other reasonable requirements of the Operator, including delivery of a form of proof of loss.

16. BOOKS AND RECORDS AND FINANCIAL REPORTS

The Operator will keep or cause to be kept on behalf of the Co-Owners at the Operator's principal place of business in Ontario:

(a) full and accurate books of account and records of all financial transactions relating to the Property including, without limitations, the receipts and expenditures relating to the Property and the Concept Planning Fund;

(b) the Co-Owners Record setting out the name and address of each Co-Owner; and

(c) copies this Agreement and all counterparts.

At any time upon 10 Business Days written notice to the Operator a Co-Owner may request the Operator to examine any of the documents noted in clauses (a) and (b) above at the office of the Operator and may take copies thereof provided that such requesting Co-Owner pays the reasonable cost to the Operator for making such copies, provided further that any such requesting Co-Owner shall have first provided an affidavit and undertaking, in form and substance satisfactory to the Operator, acting reasonably, duly sworn before a notary public or other individual authorized to administer oaths in the jurisdiction of residence of the

Purchaser, stating: (aa) the name and address of such requesting Co-Owner, and that the Co-Owner is a Co-Owner; (bb) that the Co-Owners Record shall not be used by the requesting Co-Owner or any other person except in connection with a *bona fide* effort to influence the voting by Co-Owners on an Ordinary Resolution or a Special Resolution; (ccc) that the information so provided is subject to applicable privacy rules and regulations; (ddd) that none of the information provided pursuant to clause (a) above shall be disclosed by or on behalf of the requesting Co-Owner to any person who is not a Co-Owner, that such information is proprietary to the Operator and the Co-Owners, and that its disclosure could cause irreparable harm to the other Co-Owners and the Operator; (eee) that the requesting Co-Owner will not, directly or indirectly, offer for sale or purchase, or otherwise traffic in, a list or copy of a list of the Co-Owners or any information contained in the Co-Owners Record; (fff) the requesting Co-Owner acknowledges and agrees that in the event of a breach of any of the covenants, provisions and restrictions in affidavit, the Co-Owners' and Operator's remedy in the form of monetary damages may be inadequate and that the Operator, for itself and on behalf of the other Co-Owners, shall be authorized and entitled, in addition to all other rights and remedies available to it and them, to apply for and obtain from any court of competent jurisdiction interim and permanent injunctive relief and an accounting of all profits and benefits arising out of such breach; and (ggg) that the requesting Co-Owner shall indemnify and hold harmless the Operator and the Nominee and the other Co-Owners from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee or the other Co-Owners by reason of any breach by such requesting Co-Owner of any of the covenants, provisions and restrictions contained in the affidavit.

The Operator shall provide or cause to be provided to each Co-Owner not later than 120 days after the end of each calendar year, financial statements showing the financial results for the Property for such calendar year. The Operator shall retain, at the expense of the Co-Owners, an independent firm of chartered accountants qualified in Canada to prepare such financial statements. Such financial statements shall contain a balance sheet, and a statement of cash flows and shall be prepared in accordance with Canadian accounting standards for private enterprises ("**ASPE**") applicable to the real estate industry in Canada and applied on a consistent basis from year to year. The financial statements shall not be required to be audited unless the Co-Owners by Ordinary Resolution require audited financial statements. For greater certainty, the funds in the Concept Planning Fund are hereby recognized as being the funds of the Operator, not of the Co-Owners.

17. AMENDMENT OF AGREEMENT

This Agreement may be amended in writing on the initiative of the Operator with the consent of the Co-Owners given by Ordinary Resolution. Notwithstanding the foregoing, the Operator may, without any prior notice to or consent from the Co-Owners amend any provision of this Agreement from time to time:

(a) to cure an ambiguity or to correct or supplement any provision contained herein which, in the reasonable opinion of the Operator, may be defective or inconsistent with any other provision contained herein, and with respect to which the cure, correction or supplemental provision does not and will not adversely affect the Interests of the Co-Owners; or

(b) to make such other provisions in regard to matters or issues relating to or arising under this Agreement which, in the reasonable opinion of the Operator, do not and will not adversely affect the Interests of the Co-Owners.

The Operator agrees to inform the Co-Owners by written notice within 60 days following the effective date of an amendment to this Agreement and provide copies of the amending agreement within the said 60 days.

18. PLANNING ACTIVITIES AND CONCEPT PLANNING FUND

As agent for the Vendor, the Operator shall deposit an amount equivalent to the Concept Planning Fund Contribution (as such term is defined in each Sale and Purchase Agreement) received by the Vendor under every completed Sale and Purchase Agreement into a single, segregated account (the "**Concept Planning Fund**") to be in the name of the Operator and to be used by the Operator solely for the purpose of paying the costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities, and those costs and expenses enumerated in Section 6(j) of this Agreement.

The Concept Planning Fund is intended to be a deposit account. Each Co-Owner's respective proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Co-Owner following completion of the sale of the Property. Each Co-Owner's share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of this Agreement) will be paid by the Co-Owner and deducted from his proportionate share of any sale proceeds receivable by him, if and when the Property is sold or otherwise disposed of. Each Co-Owner hereby irrevocably authorizes and directs the Operator to withhold from his proportionate share of any amounts otherwise receivable by it under this Agreement the amount of any such shortfall, and to pay such amount to the Operator.

The Operator shall keep proper and accurate records and details of all expenses paid out of the Concept Planning Fund, and at the request of the Vendor, provide access to the Vendor's representatives to such records and details of expenses to permit the Vendor to satisfy itself that such expenses were paid in accordance with the provisions of this Agreement.

The Operator shall prepare, perform and take or cause to be prepared, performed and taken all Planning Activities as it determines in its reasonable discretion are necessary for and on behalf of the Co-Owners including, without limitation, the following:

(a) surveys and concept plans in connection with the rezoning of the Property;

(b) in the reasonble discretion of the Operator, engage all consultants and professionals including, without limitation, legal counsel with respect to rezoning of the Property or any other Planning Activities;

(c) enter into or request the Nominee to enter into and deliver any documents, consent, acknowledgements or agreements including, without limitation, easements, rights in the nature of an easement, transfers, undertakings, applications, appeals and/or any other similar or related agreements or documents which may be required in the reasonable discretion of the Operator in connection with the Planning Activities;

(d) pay for all costs and expenses associated with Planning Activities, municipal property taxes and the cost of maintaining the Property, out of the Concept Planning Fund, and if insufficient, out of additional funds provided by the Co-Owners; and

(e) keep detailed records and accounts for or pertaining to the Planning Activities.

If the amount set aside in the Concept Planning Fund is not sufficient to defray all costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities and those costs and expenses enumerated in Section 6(j) of this Agreement, the Operator, in the exercise of its absolute discretion, and without the approval of the Co-Owners, may advance to the Co-Owners an amount or amounts on account of such shortfall to a maximum of 5% of the aggregate purchase prices paid by all Co-Owners for their respective Interests(collectively, the "**Initial Advance**"). The Initial Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance made to the Co-Owners out of the proceeds of the sale of the Property.

If the cost of Planning Activities exceeds the combination of the Concept Planning Fund and the Initial Advance, the Operator, as it deems necessary in the exercise of its absolute discretion but subject to the approval of the Co-Owners by way of an Ordinary Resolution, may advance to the Co-Owners additional amounts as may be required for such purposes (collectively, the "**Additional Advance**"). The Additional Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, after repayment of the Initial Advance, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance and the Additional Advance made to the Co-Owners out of the proceeds of the sale of the Property.

19. SALE OF THE PROPERTY

Any offer to purchase the Property received by the Operator or the Nominee, which the Operator deems acceptable (the "**Offer**") shall be presented to all of the Co-Owners for consideration and if approved by an Ordinary Resolution such Offer shall be accepted by the Nominee and such acceptance shall be binding upon all of the Co-Owners. Any sale of the Property by the Nominee resulting from an Offer the acceptance of which was approved by an Ordinary Resolution of the Co-Owners shall be deemed to include the sale by the Co-Owners of the Interests.

The Co-Owners hereby agree that Operator shall have the right, exercisable by notice in writing to the Co-Owners within 30 days after the Co-Owners have passed an Ordinary Resolution to accept the Offer, to purchase the Property at the same price and on the same terms and conditions as are contained in the Offer approved by Ordinary Resolution of the Co-Owners.

If the Operator fails to provide the notice exercising its right to purchase the Property on the same terms and conditions as are contained in the Offer within the said 30 days, then the Nominee shall accept the Offer and complete the transaction with the party that made the Offer the acceptance of which was approved by Ordinary Resolution of the Co-Owners.

20. HST AND LTT

Each of the Co-Owners hereby authorizes the Operator to make any and all filings, payments and/or remittances for HST with respect to the purchase by each Co-Owner of his respective Interest and any other payments of HST applicable to the services provided to the Nominee or in respect of the Property or the Interest of a Co-Owner.

Each Co-Owners hereby authorizes the Operator to carry out any HST reporting or filing obligations that are required in respect of the Interests or the Property. Such authority shall

include the execution of any documents that have to be or which may be advisable to be executed under the *Excise Tax Act*. The Operator shall to the extent required under the *Excise Tax Act* make and satisfy all filing and reporting obligations of a Co-Owner with respect to the Interest of the Co-Owner and shall provide each Co-Owner with copies of such filings and reports.

Each of the Co-Owners hereby authorizes the Operator to make any and all filings payments and/or remittances, from funds provided by the Co-Owner, relating to LTT arising from the purchase by each Co-Owner from the Vendor of his respective Interest in the Property. For greater certainty, each of the Co-Owners hereby authorizes the Operator on behalf of the Co-Owner and with the Co-Owner's funds to make any and all payments, remittances and filings under the provisions of the *Land Transfer Tax Act* relating to LTT and within the time period required therefor under the *Land Transfer Tax Act*, arising from the acquisition and/or ownership of the Interest. The Operator shall provide each Co-Owner with copies of such filings and evidence of the payments and remittances upon the written request of a Co-Owner.

21. POWER OF ATTORNEY

Each Co-Owner hereby nominates, constitutes and appoints each of the Operator and the Nominee, acting alone or together, with full power of substitution, as his true and lawful attorney and agent with full power and authority in his name, place and stead, for his use and benefit, to do the following, as fully and effectually as the Co-Owner could do if personally performed including, without limitation:

(a) execute and deliver all such documents or instruments on behalf of and in the name of the Co-Owners, or any of them, as may be deemed necessary by the Operator to carry out fully the provisions of this Agreement in accordance with its terms;

(b) execute, swear to, acknowledge, deliver, file and/or remit to or with the Ministry of Finance (Ontario) pursuant to the *Land Transfer Tax Act*, as amended, all necessary returns and payment or remittances in connection with the acquisition by the Co-Owners of their respective Interests in the Property;

(c) execute, acknowledge, deliver and file and/or remit to or with the CRA, all necessary instruments, declarations, certificates and other documents, and remittances relating to HST;

(d) execute, acknowledge, deliver and file as and where required any election made pursuant to subsection 273(1) of the *Excise Tax Act* as contemplated in each Purchase Agreement;

(e) execute and deliver all conveyances, agreements, documents and other instruments pertaining to the sale, development, redevelopment, financing, refinancing or leasing of the Property as the Operator determines in its sole discretion is in the best interests of the Co-Owners, and as permitted by this Agreement or authorized by Ordinary Resolution or Special Resolution of the Co-Owners; and

(f) execute, acknowledge, deliver and file any and all CRA non-resident personal income tax returns.

Each Co-Owner acknowledges and confirms that the power of attorney granted herein is made pursuant to the *Powers of Attorney Act* (Ontario) and is a power coupled with an interest, will survive the death, disability or other legal incapacity of the Co-Owner and will survive the assignment (to the extent of the Co-Owner's obligations hereunder) by the Co-Owner of the whole or any part of his Interest and extends to the heirs, executors, administrators, successors

and assigns of the Co-Owner and may be exercised by the Operator or the Nominee, acting alone or together, executing on behalf of the Co-Owners, or any of them, any instrument, by listing all of the Co-Owners to be bound by such instrument with a single signature as attorney and agent for all of them, or otherwise. Each of the Co-Owners agrees to be bound by any representations and actions made or taken in good faith and in accordance with the terms of this Agreement by the Nominee and/or the Operator pursuant to such power of attorney in accordance with the terms hereof and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the Nominee or the Operator taken in good faith under such power of attorney. The Operator shall, at the written request of a Co-Owner, provide such Co-Owner with copies of any of the documents or instruments executed, sworn, delivered, acknowledged or remitted by the Operator for and on behalf of that Co-Owner only under the power of attorney provided for in this Section 21.

22. INDEMNIFICATION

Each of the Co-Owners hereby agrees, severally and not jointly or jointly and severally, to indemnify and hold harmless the Operator and the Nominee from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee, or by any one or more attorneys appointed by it or them under the power to substitute pursuant to the power of attorney provision contained in Section 21 above, by reason of acts, omissions or alleged acts or omissions arising out of the activities of the Operator or the Nominee on behalf of the Co-Owners or in furtherance of the Interests of the Co-Owners but only if the acts, omissions or the alleged acts or omissions in respect of which any actual or threatened action, proceeding or claim are based, were performed in good faith and in accordance with the Agreement.

23. VENDOR'S RIGHT TO RETAIN AN INTEREST

The Co-Owners acknowledge and agree that the Vendor has the right, but not the obligation, to retain an undivided beneficial Interest in the Property (a "**Retained Interest**"), to whatever extent it wishes, and the Vendor to the extent of any such Retained Interest shall for the purposes of this Agreement be a Co-Owner and be deemed to be bound by this Agreement. The Vendor may at any time and from time to time Transfer and assign all or any part of such Retained Interest to any person or persons it deems appropriate and upon such Transfer or assignment, the assignee or transferee thereof shall execute a counterpart of this Agreement and shall be a Co-Owner to the extent of the Retained Interest so transferred or assigned.

24. COMPETING INTERESTS

Each of the Co-Owners and the Operator is entitled, without the consent of any of the others of them, to own property and to carry on any business or activity whatsoever, whether of the same or different nature as that owned by or carried on by any of them, and whether or not in competition with the Interests, the Property or any activity carried on by any of them, and neither any Co-Owner nor the Operator shall be liable to account to any of the other of them.

25. NOTICES

Any notice or communication required or permitted to be given to the Nominee, the Vendor, the Operator or the Co-Owners hereunder shall be in writing and shall be given by delivery or by mailing to same to be addressed as follows:

(a) To the Nominee, the Vendor or the Operator, at its respective mailing address provided in Section 4 above.

(b) To each Co-Owner at his last address shown on the Co-Owners Record maintained by the Operator.

Any notice or communication delivered as aforesaid shall be in the English language but may be accompanied by an unofficial translation and shall be deemed to have been given to the addressee on the day of delivery, if delivered by courier or, if mailed as aforesaid, shall be deemed to have been given to the addressee on the 10th Business Day following the mailing of such notice, provided that, for such purposes, no day during which there shall be a strike or other occurrence which shall interfere with normal mail services shall be considered a Business Day. If delivery of any notice or communication is made via fax, delivery shall be deemed to have been made on the day following the sending of the fax unless such day is not a Business Day, in which case delivery shall be deemed to have been made on the next Business Day.

26. FURTHER ACTS

The parties hereto agree to execute and deliver such further and other documents and to perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

27. BINDING EFFECT

Subject to the restrictions on Transfers herein contained, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and permitted assigns.

28. SEVERABILITY

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts, by original or facsimile signature, with the same affect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same agreement.

30. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, in the Country of Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

31. DISPUTE RESOLUTION

Any disputes, claims, disagreements, differences, (including, without limitation, interpretation, performance and enforcement) (collectively the "**Dispute**") that may arise between the Co-Owners or any of them and/or the Operator and/or the Nominee relating in any manner to this Agreement, the Property, or the Interests or any of them, shall attempted to be resolved by mediation and if such mediation is not successful, then by arbitration.

Upon written demand of the Nominee, the Operator or the Co-Owners or any them and within 10 days after such demand, the parties shall attempt to appoint a mediator. If within such period of time they are unable to agree on a mediator, the Dispute shall be resolved by arbitration. If the parties to the Dispute are unable to agree upon a single arbitrator within 10 days after a demand has been made by any party to the Dispute to appoint a single arbitrator then, any party to the Dispute may apply, to a Justice of the Superior Court of Justice sitting in the City of Toronto, in the Province of Ontario, Canada for the appointment of an arbitrator.

The arbitration shall proceed in accordance with the provisions of the *Arbitration Act*, 1991 (Ontario) and any amendments or successor legislation thereto, which provisions shall apply *mutatis mutandis*. The arbitrator shall have the power to determine the procedure for the arbitration and to deliver his or her award notwithstanding the default by any party in respect of any procedural order made by the arbitrator.

The arbitrator shall proceed immediately to hear and determine the Dispute. The award of the arbitrator shall be made within 30 days after the appointment of the arbitrator, subject to any reasonable delay due to unforeseen circumstances. The award of the arbitrator shall be in writing and signed by the arbitrator, and shall be final and binding on the parties to the Dispute, not subject to any appeal, and the parties to the Dispute shall abide by the award and perform the terms and conditions thereof. The arbitration award shall deal with the costs of arbitration and all matters related thereto including the arbitrator's fees and expenses. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Unless otherwise mutually agreed, any mediation or arbitration of a Dispute shall take place in the Municipality of Metropolitan Toronto, in the Province of Ontario, in the Country of Canada.

32. NO INTENTION TO CREATE A PARTNERSHIP

The Co-Owners acknowledge, agree and declare that the entering into of this Agreement does not, and is not intended to, create a partnership, for any purpose. The Co-Owners further agree that nothing herein is to be construed as a limitation of the powers or rights of any Co-Owner to carry on its separate respective activities. Except for the Operator as contemplated in this Agreement, none of the Co-Owners shall have the right to bind any of the other Co-Owners, transact any business in any of the other Co-Owners names or on their behalf or incur any liability for or on behalf of any of the other Co-Owners. The Co-Owners agree that they shall each report their income or loss arising from the ownership of their Interests, for both accounting and income tax purposes, and to the applicable taxing authorities, as co-venture parties independent of one another, and not as partners in a partnership.

33. NO RIGHT TO PARTITION, ETC.

Each of the Co-Owners, by becoming a party to this Agreement, agrees and will be deemed to have agreed that he will not seek any remedy or right for the termination of this Agreement which would otherwise be available at law or in equity or for the termination of the co-ownership of the Property or which would otherwise be available pursuant to the *Partition Act*, R.S.O. 1980, c. 369,) and any amendments or successor legislation thereto, and each such Co-Owner shall be forever estopped from asserting otherwise and from seeking such remedy or right. In the event of any breach of the provisions of this Section 33 by a Co-Owner, the other Co-Owners and the Operator shall, in addition to all rights and remedies at law or in equity to which it is or they are otherwise entitled, be entitled to a decree or order

perpetually restraining and enjoining such partition, application, action or other proceeding, and the first-mentioned Co-Owner shall not plead in defence thereto that there would be an adequate remedy at law, it being acknowledged by all the parties hereto that the injury and damages flowing from any such breach would be impossible to measure monetarily.

34. TIME

Time shall be of the essence of this Agreement.

35. REFERENCE DATE

This Agreement is dated for reference as of the 30TH day of AUGUST, 2012.

IN WITNESS WHEREOF this Agreement is executed with effect as of the day and year first above written.

EXECUTED this 15TH day of NOVEMBER, 2020 with effect as of the day and year first above written.

CO-OWNER

WITNESS

内富博文

Signature of Witness

Print: **HIROFUMI UCHITOMI**

吹上瑞枝 ★

Signature of Co-Owner

Print: **MIZUE FUKIAGE**

EXECUTED this 26TH day of FEBRUARY, 2021 with effect as of the day and year first above written.

LONDON VALLEY II INC.

Per: Tim P. Shields
Name:
Title:
I/We are authorized to bind the Corporation.

EXECUTED this 26TH day of FEBRUARY, 2021 with effect as of the day and year first above written.

TSI-LV II INTERNATIONAL CANADA INC.

Per: Tim P. Shields
Name:
Title:
I/We are authorized to bind the Corporation.

EXECUTED this 26TH day of FEBRUARY, 2021 with effect as of the day and year first above written.

LV II CAPITAL MANAGEMENT INC.

Per: Tim P. Shields
Name:
Title:
I/We are authorized to bind the Corporation.

SCHEDULE "1"

Legal Description of Property

Lands and premises located on 6172 Colonel Talbot Road fronting on the East side of Colonel Talbot Road, in the City of London, in the province of Ontario, in the country of Canada, and legally described as Part Lot 58 & 57 ETR as in 422573; EXCEPT Part 11, 33R2972 and Part 1, 33R8976; "Description in 422573 may not be acceptable in the Future" London / Westminster

SCHEDULE "2"

NOTICE OF REQUISITION OF ORDINARY RESOLUTION

By Co-Owners

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____, 201_ .

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: MIZUE FUKIAGE
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV II289-LV II338

By Operator

NOTICE IS HEREBY GIVEN that the undersigned requests the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned signed to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemd to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____ , 201__.

LV II CAPITAL MANAGEMENT INC.

Per: _____

Name:
Title:
I have authority to bind the Corporation.

Appendix 1

FORM OF ORDINARY RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____ , 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: MIZUE FUKIAGE
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV II289-LV II338

Identification No. _____

SCHEDULE "3"

NOTICE OF REQUISITION OF SPECIAL RESOLUTION

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners to approve the Special Resolution attached hereto as Appendix 1 **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Special Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Special Resolution.

Dated the _____ day of _____, 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: MIZUE FUKIAGE
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV II289-LV II338

Identification No. _____

Appendix I

FORM OF SPECIAL RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____ , 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: MIZUE FUKIAGE
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV II289-LV II338

Identification No. _____

DECLARATION OF TRUST

Cert. No. LV_II_JP_876e1c59023b1a0e95808168e1a8ff89

Interest: 50 / 620ND

ID. 44758 UDI. LV II289-LV II338

MIZUE FUKIAGE

This is to certify that MIZUE FUKIAGE is the owner of an undivided beneficial 50/620ND interest (the "**Interest**") representing a value of FIVE HUNDRED THOUSAND DOLLARS ONLY of lawful money of Canada (C$500,000.00) in the real property located on 6172 Colonel Talbot Road fronting on the East side of Colonel Talbot Road, in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lots 58 & 57 ETR as in 422573; EXCEPT Part 11, 33R2972 and Part 1, 33R8976; "Description in 422573 may not be acceptable in the Future" London/Westminster (the "**Property**") and that London Valley II Inc., as the registered holder of title to the Property, declares and acknowledges that it is holding title to the Property in trust for and on behalf of MIZUE FUKIAGE, to the extent of the Interest.

Reference is made to the co-owners agreement (the "**Agreement**") dated for reference as of the 30TH day of August, 2012 among the owner of the Interest named in the within Declaration of Trust, London Valley II Inc., TSI-LV II International Canada Inc., LV II Capital Management Inc. and all other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of the Agreement. The Agreement provides for certain rights and obligations of the owners of undivided beneficial interest in the Property.

This Declaration of Trust and the Interest represented hereby are not transferable by delivery but only by the registered holder hereof, or by his agent duly authorized in writing, upon compliance with the provisions of the Agreement, including delivery to TSI-LV II International Canada Inc. at its principal office in Mississauga, Ontario, of this Declaration of Trust together with a duly executed transfer of beneficial interest in the form required by TSI-LV II International Canada Inc.

IN WITNESS WHEREOF London Valley II Inc. and TSI-LV II International Canada Inc. have caused this Declaration of Trust to be signed by its duly authorized officers this 26TH day of FEBRUARY 2021.

LONDON VALLEY II INC.

Per: Tim P. Shields

Name:

Title:

I/We have authority to bind the Corporation

TSI-LV II INTERNATIONAL CANADA INC.

Per: Tim P. Shields

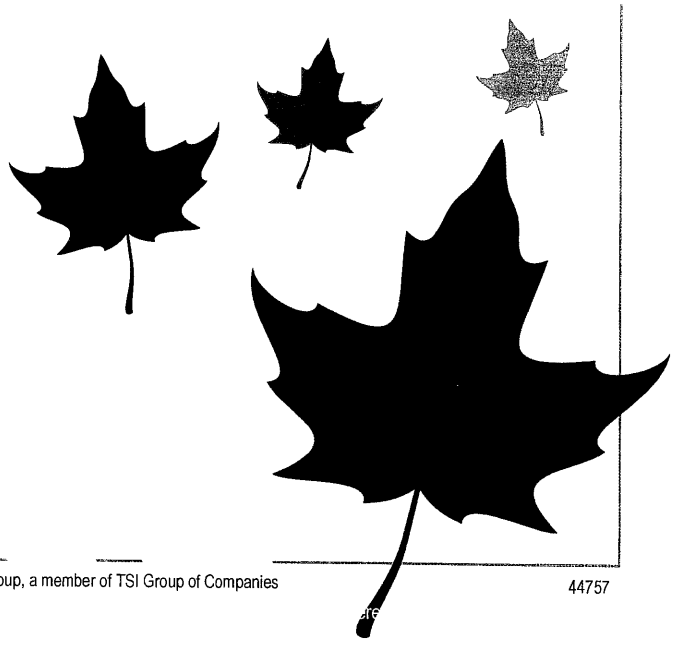
Name:

Title:

I/We have authority to bind the Corporation

LONDON VALLEY II INC.

MIZUE FUKIAGE



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UNIT IDENTIFICATION NO. LV II162-LV II181

AGREEMENT OF SALE AND PURCHASE dated the 15TH day of NOVEMBER, 2020

BETWEEN

MIZUE FUKIAGE

Identification: DRIVER'S LICENSE (528500942092)

Address: 501 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Phone Number: 81-776-28-6655

(hereinafter referred to as the "**Purchaser**")

-and-

TSI-LV II INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario,

(hereinafter referred to as the "**Vendor**");

-and-

LONDON VALLEY II INC.,
a corporation incorporated under the laws of the Province of Ontario

(hereinafter referred to as the "**Nominee**")

WHEREAS:

A The Vendor is the beneficial owner of an undivided interest in a parcel of land described in Schedule "B" annexed to this Agreement (the "**Property**") and title to which Property is registered in the name of the Nominee.

B The Vendor is engaged in the business of land banking, the prime focus of which is to locate and purchase raw land and to endeavour to rezone the land through the applicable land development process to an approved use determined by the Vendor to be suitable and appropriate in all of the circumstances, and to thereby enhance the value of the land.

C. The Purchaser acknowledges that rezoning of the Property is uncertain and may take many years to achieve, often six years or longer, and that there can be no assurance that rezoning will be obtained, or if obtained, to permit for such use or uses as were requested and/or otherwise on terms and conditions that are satisfactory.

D. The Vendor may from time to time sell undivided beneficial interests in the Property to various purchasers.

E. The Purchaser acknowledges that real estate investments are generally subject to various risks, including a lack of liquidity, the highly competitive nature of the real estate industry, changes in general economic conditions (such as the availability and cost of mortgage funds), conditions of supply and demand for any particular type of real estate in the particular area, government regulations and changes thereto (including uncertainties and delays in zoning, subdivision and development regulatory approval processes, taxation of property and environmental legislation), changes in governments and the political

environment in the jurisdiction where the real estate is located, and sensitivity to interest rates, among other factors.

F. The Purchaser acknowledges having had the opportunity to review this Agreement and its schedules with its advisors and to conduct such due diligence investigations as the Purchaser deemed appropriate with respect to all matters pertaining to the Property and to the Vendor.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. SALE OF UNDIVIDED BENEFICIAL INTEREST IN LAND

1.1 The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser a 20/620TH undivided beneficial interest in the Property (the "**Purchaser's Land Interest**").

1.2 The Purchaser's Land Interest will be identified by the following designated identification number: LV II162-LV II181

2. . PURCHASE PRICE

2.1 The Purchaser shall pay the aggregate sum of Ten Thousand Dollars of lawful money of Canada (C$10,000.00) for each 1/620TH undivided beneficial interest in the Property upon execution of this Sale and Purchase Agreement, of which Nine Thousand Five Hundred Dollars (C$9,500.00) of lawful money of Canada will be paid on account of the purchase price for such interest, and Five Hundred Dollars (C$500.00) of lawful money of Canada will be paid into a segregated account known as the "Concept Planning Fund" (the "**Concept Planning Fund**") to be used to defray costs, expenses and fees to be incurred in connection with the Property, as more particularly hereinafter described and as described in the Co-Owners Agreement (as such term is hereinafter defined).

2.2 The Purchaser hereby agrees to purchase the Purchaser's Land Interest for a total purchase price of ONE HUNDRED NINETY THOUSAND DOLLARS ONLY of lawful money of Canada (C$190,000.00) (the "**Purchase Price**"), and to pay the amount of TEN THOUSAND DOLLARS ONLY of lawful money of Canada (C$10,000.00) into the Concept Planning Fund (the "**Concept Planning Fund Contribution**"). All references in this Agreement to payments of money being made shall mean lawful money of Canada.

2.3 The Purchase Price excludes applicable harmonized sales tax (the "**HST**") pursuant to the *Excise Tax Act*, R.S.C. 1985, c E-15, as amended (the "**ETA**") and the Purchaser agrees to pay the HST in addition to the Purchase Price and the Concept Planning Fund Contribution, unless the Purchaser has obtained and inserted (or instructed to be inserted) its HST registration number set forth below on the signing page of this Agreement, below its signature, prior to acceptance of this Agreement by the Vendor, in which case the Purchaser hereby represents and warrants that it is a registrant for HST purposes under the provisions of the ETA, under such registration number.

2.4 Included in the Purchase Price and the Concept Planning Fund Contribution, the Purchaser shall be responsible for the payment of land transfer tax ("**LTT**") under the *Land Transfer Act*, R.S.O., c L.6. as amended (the "**LTTA**"), in the amount of ONE THOUSAND

SEVEN HUNDRED AND SEVEN DOLLARS AND NINETY-TWO CENTS of lawful money of Canada (C$1,707.92).

2.5 The Purchaser covenants to pay, make and submit all necessary payments, filings and remittances within the time periods required therefor under the provisions of the ETA, if applicable, and the LTTA, and the regulations thereunder. The Purchaser hereby authorizes the Vendor on behalf of the Purchaser and with the Purchaser's funds, to make any and all payments, filings and remittances within the time periods required therefore under the provisions of the ETA relating to HST, if applicable, and under the provisions of the LTTA relating to LTT required to be made by the Purchaser arising from its acquisition of the Purchaser's Land Interest. While the Vendor agrees to assist the Purchaser in submitting such payments, remittances and filings, for greater certainty, nothing herein contained shall oblige the Vendor to make any payments or remittances from its own resources or funds and all such payments and remittances and filings shall be the Purchaser's obligation.

2.6 Funds in the Concept Planning Fund shall be applied towards defraying future costs of every nature and kind related to the Property, including property management costs, costs, fees, and services incurred in connection with planning activities, development submissions, subdivision applications, operational costs and all other activities and matters concerning or related to the Property, as determined by the Operator (as such term is defined in the Co-Owners Agreement) which would be incurred by or on behalf of the Purchaser as a Co-Owner. The Concept Planning Fund is intended to be a deposit account. The Purchaser's proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Purchaser following completion of the sale of the Property. The Purchaser's proportionate share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of the Co-Owners Agreement) will be paid by the Purchaser (in its capacity as a Co-Owner) and deducted from its proportionate share of any sale proceeds receivable by it, if and when the Property is sold or otherwise disposed of.

3. PAYMENT OF THE PURCHASE PRICE

3.1 The Purchaser hereby agrees that the Purchase Price, the Concept Planning Fund Contribution, and all other amounts due and payable hereunder, shall be paid to the Vendor on the Closing Date (as hereinafter defined). Following the Closing Date, the Vendor shall deliver the Concept Planning Fund Contribution to the Operator for deposit into the Concept Planning Fund.

3.2 All payments of the Purchase Price, the Concept Planning Fund Contribution, and such other amounts shall be made through the appointed agent (the "**Vendor's Agent**"), the Vendor's authorised agent and representative in the jurisdiction of residence of the Purchaser, and the Vendor hereby directs the Purchaser to make all such payments to the Vendor's Agent, who is authorised by the Vendor to acknowledge receipt of the Purchase Price and other amounts paid hereunder.

4. CLOSING DATE, DELIVERIES, COSTS, NON-MERGER

4.1 The date on which this Agreement is signed by the Purchaser and is accepted and signed by the Vendor and the Nominee shall be the "**Closing Date**". On the Closing Date, in addition to delivering the Purchase Price and this Agreement, the Purchaser agrees to deliver to the Vendor's Agent a copy of the Co-Owners Agreement signed by the Purchaser.

4.2 Within ninety (90) days after the Closing Date, the Vendor agrees to deliver to the Purchaser the following documents (the "**Closing Documents**"):

(a) this Agreement, duly executed by the Vendor and the Nominee;

(b) a Declaration of Trust (as hereinafter defined), duly executed by the Nominee; and

(c) the Co-Owners Agreement (as hereinafter defined), duly executed by the Nominee and Operator (as therein defined).

4.3 The Vendor shall pay for the cost of drafting and/or settling the Closing Documents. The Vendor shall not be obligated to pay any other costs associated with the purchase of the Purchaser's Land Interest.

4.4 This Agreement shall be irrevocable by the Purchaser for a period of 120 days following its execution and delivery to the Vendor or the Vendor's Agent. This Agreement shall only become binding upon the Vendor and the Nominee following the Vendor and the Nominee having each accepted this Agreement as signified by its respective execution of this Agreement where indicated below.

4.5 All representations, warranties and covenants of the Purchaser as set out in this Agreement shall not merge upon closing but shall survive closing and the Closing Date.

5. VENDOR REPRESENTATIONS AND WARRANTIES

5.1 The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in completing the sale and purchase transaction contemplated in this Agreement:

(a) the Vendor is the beneficial owner of the Purchaser's Land Interest with good and marketable title thereto, subject to Section 6.1;

(b) registered title to the Property and beneficial title to the Purchaser's Land Interest shall be good and marketable and clear and free from all mortgages, charges and financial liens on the Closing Date;

(c) the Vendor has the right, power and authority to sell the Purchaser's Land Interest as contemplated in this Agreement;

(d) the Vendor is a corporation properly constituted and in good standing under the laws of the Province of Ontario and the laws of Canada applicable therein; and

(e) the Vendor is not now and on the Closing Date will not be a non-resident of Canada within the meaning of the *Income Tax Act* (Canada), R.S.C. 1985, c.1 (5th Supp.), as amended from time to time.

6. EASEMENTS, LIENS , REGISTERED AGREEMENTS

6.1 Other than any mortgage, charge or financial lien which the Vendor is required to discharge pursuant to this Agreement, registered title to the Property, and beneficial title to the Purchaser's Land Interest, shall be subject to all other liens and encumbrances registered

on title to the Property on the Closing Date or which may be registered against the title to the Property after the Closing Date, including those registered in connection with the rezoning or development process relating to the Property, and including, without limitation, agreements with the applicable municipality or region, agreements with public regulated utilities, easements for the supply of domestic utility or telephone services to the Property or properties which are adjacent to the Property, easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the Property or its proposed development, other registered restrictions or covenants that run with the lands, and the restrictions and reservations in the Crown patent.

7. PURCHASER(S)' REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 The Purchaser represents and warrants to and covenants in favour of the Vendor as follows:

(a) there are no liens, mortgages, judgements, executions or other encumbrances, related to or attaching to the Purchaser's Land Interest or any part thereof;

(b) the Purchaser shall keep the Purchaser's Land Interest and every part thereof free and clear of all liens, mortgages, other encumbrances, judgements or executions. The Purchaser warrants and represents that all such liens, mortgages, judgements, executions other encumbrances, if any, shall be discharged and removed forthwith at the Purchaser's sole cost and expense and the Purchaser shall hold harmless the Vendor and all other beneficial owners of undivided interests in the Property from time to time against any and all claims, liabilities, actions, cause of actions, charges, demands and costs, including solicitors fees in connection therewith; and

(c) the Purchaser will not register or cause to be registered this Agreement, the Co-Owners Agreement, notice of this Agreement, notice of the Co-Owners Agreement, notice of the Purchaser's Land Interest, or any caution against title to the Property and the Purchaser shall forthwith remove and discharge any such registration at its costs and expense, failing which the Vendor may do so at the cost and expense of the Purchaser.

7.2 The foregoing warranties, representations and covenants of the Purchaser shall not merge on closing but shall survive closing and the Closing Date.

8. PURCHASER(S)' PARTICULARS, NATURE OF VESTING OF BENEFICIAL TITLE

8.1 The Purchaser agrees and confirms that the personal information provided in Schedule "A" annexed hereto is true, accurate and complete and agrees to inform the Vendor in writing forthwith of any change in any of the information therein provided.

8.2 If there is more than one person that comprises the Purchaser, then the Purchaser's Land Interest will be held as joint tenants with right of survivorship unless the box below is initialled by the Purchaser in which case the Purchaser's Land Interest will be deemed to be held as tenants-in-common, in the percentages noted therein.

[ ] Purchaser elects to hold Purchaser's Land Interest as tenants- in -common and not as joint tenants, as follows: _____ as to ___%, _____ as to ____%.

9. PRESENT STATE AND CONDITION OF PROPERTY

9.1 The Purchaser hereby agrees that the purchase of the Purchaser's Land Interest is on an "as is, where is basis" with no representations or warranties whatsoever made by the Vendor, other than as expressly set out in this Agreement.

10. TITLE INSURANCE

10.1 The Nominee as registered owner of the Property obtained title insurance upon acquiring the Property (the "**Title Insurance Policy**") in such form and in such amount and with such stipulations, limitations and qualifications respecting coverage as it deemed appropriate.

11. NOMINEE AS BARE TRUSTEE; DECLARATION OF TRUST

11.1 The Purchaser acknowledges that the registered title to the Property is held by the Nominee, as nominee and bare trustee for the Vendor to the extent of its undivided beneficial interest in the Property, and as nominee and bare trustee for others to the extent of their respective undivided beneficial interests in the Property, and that on completion of the transaction herein contemplated the Nominee will hold the registered title to the Property to the extent of the Purchaser's Land Interest as nominee and bare trustee for the Purchaser and others to the extent of their respective undivided beneficial interests in the Property.

11.2 The mailing address of the Nominee for receiving notices shall be 14-30 Eglinton Avenue West, Box 133, Mississauga, Ontario L5R 0C1 Canada, provided that the Nominee may change its mailing address from time to time by giving notice in writing to that effect pursuant to the notice provisions contained in the Co-Owners Agreement.

11.3 The Nominee agrees to execute and deliver to the Purchaser a declaration of trust (the "**Declaration of Trust**") wherein it will confirm that, from and after the Closing Date, it is holding the title to the Property for and on behalf of the Purchaser, to the extent of the Purchaser's Land Interest, in the place and stead of the Vendor

11.4 The Purchaser acknowledges that the registered title to the Property shall at all times be in the name of the Nominee.

12. NO RIGHT TO USE, OCCUPY OR ACCESS

12.1 The Purchaser agrees that it hereby waives all rights of use, occupation and rights of access to the Property, and any part thereof, in order to facilitate the future rezoning and ultimate subdivision and re-development of the Property, for the benefit of all Co-Owners. The provisions of this Section 12 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date.

13. CO-OWNERS AGREEMENT

13.1 The Purchaser agrees that concurrent with its execution and delivery of this Agreement, the Purchaser shall execute and deliver the agreement or a counterpart of the co-

owners agreement, a draft copy of which is annexed hereto as Schedule "C" (the "**Co-Owners Agreement**").

13.2 The Co-Owners Agreement shall govern, amongst other things, the following:

(a) the rights and obligations of the Purchaser, as owner and any other owners of undivided beneficial interests in the Property;

(b) any future sale, financing and/or development of the Property;

(c) procedures for consent and approvals by the Co-Owners (as such term is defined in the Co-Owners Agreement);

(d) appointing the Operator (as such term is defined in the Co-Owners Agreement) for and on behalf of the Co-Owners;

(e) the rights and obligations of the Operator of the Property;

(f) the obligation of the Nominee as registered holder of the title to the Property for an on behalf of the Co-Owners;

(g) the right to transfer or assign the Purchaser's Land Interest or any part thereof and the terms conditions to be satisfied with respect to any such assignment or transfer; and

(h) such other matters as are therein contained.

13.3 The Vendor shall not be obligated but shall have the right to retain an undivided beneficial interest in the Property to such extent as it may in its absolute discretion deem appropriate and thus be a co-owner thereof and with respect to such undivided beneficial interest it shall be subject to the terms of the Co-Owners Agreement and entitled to exercise the rights of a Co-Owner.

14. SUBDIVISION CONTROL PROVISIONS

14.1 The Vendor agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and this Agreement shall be effective to create an interest in the Property provided that the provisions of the *Planning Act* (Ontario) are complied with in connection with the transaction of sale and purchase of the Purchaser's Land Interest.

15. NO REPRESENTATIONS, WARRANTIES OR ADVICE

15.1 The Purchaser acknowledges that none of the Vendor, the Nominee, the Vendor's Agent nor anyone acting on its or their behalf has made any representations or warranties except as are expressly set forth in this Agreement or the Co-Owners Agreement, nor given any advice respecting the tax treatment relating to the purchase or disposition of the Purchaser's Land Interest or any part thereof or the Property, nor as to the timing of sale, rezoning or development of the Property nor with respect to any potential or anticipated profit to be derived or derivable from the Purchaser's Land Interest or the Property.

15.2 The Purchaser has been urged and advised to consult with the Purchaser's own respective advisors including legal and tax advisors, with respect to the purchase and other

matters pertaining to the Property and the Purchaser's Land Interest and the Closing Documents.

16. SOURCE OF FUNDS

16.1 The Purchaser hereby represents, warrants, confirms and acknowledges that the source of the Purchaser's funds:

(a) are not derived directly or indirectly from any crime;

(b) are not linked directly or indirectly to any terrorists or against anti terrorist laws;

(c) are not embargoed funds; and

(d) are not obtained in violation of any laws or seeking to escape or avoid any tax laws;

16.2 The Purchaser covenants that all payments and remittances shall strictly comply , at its own expense, with all regulatory or exchange control provisions in force on the Closing Date and applicable to this Agreement.

16.3 The provisions of this Section 16 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date

17. NOTICES

17.1 All notices required hereunder shall be in writing and in the English language and may be served either personally upon the parties or by electronic transmission namely by fax or email addressed to the Parties at their respective last known addresses, fax number or email address.

18. HEIRS, ASSIGNS, ETC.

18.1 This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective heirs , administrators, executors, successors and permitted assigns; provided that, the Purchaser shall not be entitled to assign this Agreement or any of its rights hereunder without the prior written approval of the Vendor, which approval may be withheld in its absolute discretion.

19. SUPERCEDING AGREEMENT

19.1 This Agreement shall supercede any and all previous discussions, representations, agreements or understandings made by or on behalf of either of the parties hereto for or relating to the purchase and sale of the Purchaser's Land Interest.

20. SCHEDULES

20.1 Schedules "A", "B" and "C" annexed hereto form an integral part of this Agreement and shall be read together with this Agreement.

21. COUNTERPARTS

21.1 This Agreement may be executed in any number of counterparts and by original or facsimile signature with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement.

22. LAWS AND JURISDICTION-ONTARIO

22.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

23. CAPTIONS

23.1 The captions of the sections of this Agreement are for convenience only and do not amplify or limit in any way the provisions hereof.

24. EFFECT OF PARTIAL INVALIDITY ON THIS AGREEMENT

24.1 In the event that any provision of this Agreement is illegal, void or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

25. FACSIMILE DOCUMENTS

25.1 The parties agree to accept facsimile executed documents, including Closing Documents, as if they were originally signed documents.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SET OUT BELOW.

WITNESSED BY:

DATE OF EXECUTION: 2020-11-15

THE PURCHASER

HIROFUMI UCHITOMI
Print Name of Witness

✓ 内富博文
Signature of Witness

Witness Identification Number

MIZUE FUKIAGE
Print Name of Purchaser

吹上瑞枝 ★
Signature of Purchaser

HST Number: 82587 0934 RT0001

✓

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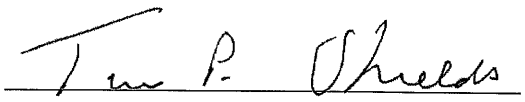
DATE OF EXECUTION: 2021-02-26
THE VENDOR:

TSI-LV II INTERNATIONAL CANADA INC.
Per:



Name:
Title:
HST Number: 81566 6888 RT0001

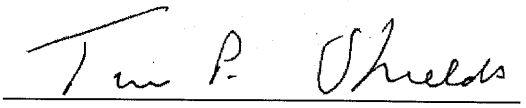
I/We have the authority to bind the Corporation.

DATE OF EXECUTION: 2021-02-26

THE NOMINEE:

LONDON VALLEY II INC.

Per:



Name:
Title:
I/We have the authority to bind the Corporation.

SCHEDULE "A" – PURCHASER(S) PARTICULARS

Information Concerning Purchaser(s):

1. PURCHASER:

Full Name: MIZUE FUKIAGE

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: 501 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Home Telephone: 81-776-28-6655 Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: _____

Country of Birth: JAPAN

The following have been provided to the Vendor:

(✓) Driver's Licence ( ) Passport ( ) Other_____

2. Second or additional person as Purchaser:

Full Name: _____

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: _____

Home Telephone: _____ Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: _____

Country of Birth: _____

The following have been provided to the Vendor:

( ) Driver's Licence ( ) Passport ( ) Other_____

SCHEDULE "B" – PROPERTY and NOMINEE

LEGAL DESCRIPTION OF PROPERTY

Lands and premises located on 6172 Colonel Talbot Road fronting on the East side of Colonel Talbot Road, in the City of London, in the province of Ontario, in the country of Canada, and legally described as Part Lot 58 & 57 ETR as in 422573; EXCEPT Part 11, 33R2972 and Part 1, 33R8976; "Description in 422573 may not be acceptable in the Future" London / Westminster

REGISTERED HOLDER OF LEGAL TITLE TO PROPERTY

LONDON VALLEY II INC.

Office: 14-30 Eglinton Avenue West, Box 133, Mississauga, Ontario L5R 0C1 Canada

Tel No: 1-905-276-6650

Fax No: 1-866-674-8271

SCHEDULE "C" – CO-OWNERS AGREEMENT

UNIT IDENTIFICATION NO. LV II162-LV II181

CO-OWNERS AGREEMENT

LONDON VALLEY II INC.

THIS CO-OWNERS AGREEMENT is dated 30TH day of August, 2012

BETWEEN:

MIZUE FUKIAGE,

Identification: DRIVER'S LICENSE (528500942092)

Address: 501 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

(hereinafter referred to as the "**Purchaser**")

-and-

LONDON VALLEY II INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Nominee**")

-and-

TSI-LV II INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Vendor**")

-and-

LV II CAPITAL MANAGEMENT INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Operator**")

-and-

All other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of this Agreement

(hereinafter collectively referred to as the "**Co-Owners**")

WHEREAS:

1. Pursuant to a Sale and Purchase Agreement, the Vendor has sold to the Purchaser, and the Purchaser has purchased from the Vendor, an undivided beneficial interest in the Property;

2. The Nominee is the registered owner of the Property and has agreed to hold the Property as nominee and bare trustee for and on behalf of the Co-Owners from time to time;

3. Every purchaser of an undivided beneficial interest in the Property, every assignee of such purchaser, and every assignee of each such assignee, is required to execute and deliver a counterpart of this Agreement and shall be bound as a Co-Owner pursuant thereto; and

4. This Agreement sets forth the provisions which govern the Co-Owners' ownership of undivided beneficial interests in the Property and any future sale, financing and/or development with the Property and their respective undivided beneficial interests therein.

NOW THEREFORE in consideration of the payment of the sum of One Dollar ($1.00) and other good and valuable consideration now paid by each party to the other, the receipt of which is hereby acknowledged, and of the premises and the mutual covenants herein contained, the parties hereto hereby covenant and agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall be deemed to have the following meanings:

(a) "**ASPE**" shall have the meaning ascribed thereto in Section 16 of this Agreement;

(b) "**Additional Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(c) "**this Agreement**", "**hereof**", "**herein**," "**hereunder**" and words to like effect, refer to this Co-Owners Agreement as a whole and not to any particular provision, as it may be amended, supplemented and/or restated from time to time;

(d) "**Business Day**" means any day of the week other than a Saturday, Sunday or a day which is a statutory holiday, in Ontario, Canada;

(e) "**Concept Planning Fund**" shall have the meaning ascribed thereto in Section 18 of this Agreement;

(f) "**Co-Owners**" means the owners from time to time of Interests and who have signed a counterpart of this Agreement, and shall include the Purchaser, as well as the Vendor to the extent that it retains any Interest, and "**Co-Owner**" means any of the Co-Owners;

(g) "**Co-Owners Record**" has the meaning ascribed thereto in Section 11 of this Agreement;

(h) "**CRA**" means the Canada Revenue Agency, established pursuant to the *Canada Revenue Agency Act*, S.C. 1999, c. 17, which administers tax laws of Canada, including under the *Income Tax Act*, for the Government of Canada;

(i) "**Declaration of Trust**" means the declaration of trust executed by the Nominee concurrently with the completion by a Co-Owner of the purchase from the Vendor of an Interest and pursuant to which the Nominee declares and confirms that it holds registered title to the Property in trust for and on behalf of such Co-Owner, to the extent of such Co-Owner's respective Interest. For greater certainty, "**Declaration of Trust**" includes the declaration of trust executed by the Nominee upon the completion by a Co-Owner of the Transfer of an Interest to a transferee in accordance with the provisions of this Agreement, and includes the declaration of trust executed by the Nominee in favour of the Vendor at the time of its acquisition of the Property;

(j) "**Designated Person**" shall have the meaning ascribed thereto in Section 10 of this Agreement;

(k) "**Dispute**" shall have the meaning ascribed thereto in Section 31 of this Agreement;

(l) "***Excise Tax Act***" means the *Excise Tax Act* (Canada), as amended from time to time, including the regulations made pursuant thereto;

(m) "**HST**" means the harmonized sales tax payable pursuant to the *Excise Tax Act*, including the Province of Ontario's portion thereof;

(n) "***Income Tax Act***" means the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.), as amended from time to time, including the regulations made pursuant thereto;

(o) "**Initial Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(p) "**Interest**" means the undivided beneficial interest in the Property purchased by a Co-Owner pursuant to a Sale and Purchase Agreement, and includes any undivided beneficial interest in the Property continued to be owned by the Vendor, and "**Interests**" means every Interest;

(q) "***Land Transfer Tax Act***" means the *Land Transfer Tax Act*, R.S.O. c.L.6, as amended;

(r) "**LTT**" means the land transfer tax payable pursuant to the *Land Transfer Tax Act*;

(s) "**Net Income**" shall have the meaning attributed thereto in Section 6(j) of this Agreement;

(t) "**Notice Requisitioning an Ordinary Resolution**" shall have the meaning attributed thereto in Section 8 of this Agreement;

(u) "**Notice Requisitioning a Special Resolution**" shall have the meaning attributed thereto in Section 10 of this Agreement;

(v) "**Offer**" shall have the meaning attributed thereto in Section 19 of this Agreement;

(w) "**Operator**" means LV II CAPITAL MANAGEMENT INC., or the Designated Person that may be appointed as the Operator's replacement as determined in accordance with Section 10 of this Agreement;

(x) "**Ordinary Resolution**" means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 51% of the aggregate Interests in the Property;

(y) "**Planning Activities**" means the reports, plans, studies, audits, assessments, investigations, legal proceedings, procedures, filings, submissions, applications and/or any other actions taken or made in respect of or in furtherance of the rezoning of, or other land use planning matters related to, the Property;

(z) "**Property**" means the real property legally described on Schedule "1" annexed hereto;

(aa) "**Retained Interest**" shall have the meaning attributed thereto in Section 23 of this Agreement;

(bb) "**Sale and Purchase Agreement**" means the agreement of sale and purchase, or an agreement substantially in the form of the agreement of sale and purchase, entered into

between the Vendor, as vendor, and each Co-Owner (other than the Vendor), as purchaser, pursuant to which each Co-Owner agreed to acquire its respective Interest in the Property. **"Sale and Purchase Agreements"** means every Sale and Purchase Agreement;

(cc) **"Special Resolution"** means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 85% of the aggregate Interests in the Property;

(dd) **"Transfer"** shall have the meaning ascribed thereto in Section 11 of this Agreement; and

(ee) **"Vendor"** means TSI-LV II INTERNATIONAL CANADA INC.

2. INTERPRETATION

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) the division of this Agreement into Articles, paragraphs, subparagraphs and schedules and the insertion of headings are provided for convenience only and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;

(b) all references to currency herein are references in Canadian dollars;

(c) any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto;

(d) any reference to an entity shall include and shall be deemed to be a reference to any entity that is a successor to such entity;

(e) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

3. TITLE

Legal title to the Property shall be held in the name of the Nominee, which shall hold such title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Vendor, to the extent of its Retained Interest, if any.)

4. MAILING ADDRESSES

The mailing address of the Nominee, the Vendor and the Operator shall be 14-30 Eglinton Avenue West, Box 133, Mississauga, Ontario L5R 0C1 Canada, provided that the Nominee, the Vendor and/or the Operator may change its mailing address from time to time by giving notice in writing to that effect to all Co-Owners, pursuant to the notice provisions contained in this Agreement.

5. REPRESENTATIONS AND WARRANTIES OF THE NOMINEE AND OPERATOR

(a) The Nominee represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite power, capacity and corporate authority to act as nominee and to perform its obligations under this Agreement;

(iii) it shall not carry on any business other than for the purposes set forth in this Agreement;

(iv) it holds and shall continue to hold legal title to the Property as nominee and bare trustee for and on behalf of each Co-Owner to the extent of each Co-Owner's Interest; and

(v) it shall only deal with the Property in the manner and as provided for in this Agreement.

(b) The Operator represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite capacity and corporate authority to act as Operator, and to perform its obligations under this Agreement; and

(iii) it shall comply with its obligations as provided for in this Agreement.

6. OPERATION AND MANAGEMENT OF THE PROPERTY

The Co-Owners hereby appoint the Operator and the Operator hereby accepts the appointment as the operator and manager of the Property and agrees to undertake such Planning Activities as the Operator may determine in its discretion, acting reasonably, are required to rezone the Property to such use or uses as the Operator shall determine, acting reasonably, and in the best interest of the Co-Owners. The Operator agrees to carry out such Planning Activities and to operate and manage the Property in good faith and in the best interest of the Co-Owners. The Operator agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and to proceed diligently to make all necessary applications to rezone the Property to such use or uses as the Operator shall determine, in its reasonable discretion, and to use its reasonable commercial efforts, at the cost and expense of the Co-Owners, with such costs to be defrayed out of the Concept Planning Fund initially, to obtain all necessary approvals and consents from applicable governmental authorities in connection therewith. Subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have such general powers and authority to administer, manage, control, operate, finance, refinance, develop, lease, grant easements and other rights in, under and over, the Property and to do any act, take any proceeding, make any decision and execute and deliver any instrument, deed, agreement, affidavit or document necessary for or incidental to any of the foregoing, for and on behalf and in the name of the Co-Owners, or as the Co-Owners may so direct by Special Resolution. No person dealing with the Operator

will be required to enquire into the authority of the Operator to do any act, take any proceeding, make any decision or execute and deliver any instrument, deed, agreement or document for or on behalf or in the name of the Co-Owners.

Without limiting the generality of the foregoing provisions of this Section 6, but subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have the following specific powers and authorities without further authority or approval from the Co-Owners:

(a) to engage such professional advisers and consultants as the Operator considers advisable in order to perform its duties hereunder;

(b) to open and operate one or more bank accounts in its name, as agent for the Co-Owners in respect of the Property with a Canadian chartered bank or trust company, into which the Operator may deposit all rentals, if any, and other income earned from the Property (if any) (which for greater certainty shall not include the Concept Planning Fund), and out of which account(s) all expenses properly relating to the Property shall be paid, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of such funds to cover all such expenses;

(c) to execute, deliver and carry out all other agreements which require execution by or on behalf of the Co-Owners with respect to the Property, including without limitation, any agreements required by any governmental or statutory authority having jurisdiction over or with respect to the Property, development agreements, site plan agreements, cost sharing agreements, easements and rights of way;

(d) to enter into lease and/or tenancy arrangements in respect of the Property or any part thereof and to collect all rentals and other income therefrom, if any, provided that nothing herein shall constitute a guarantee by the Operator of the payment of any rent by tenants;

(e) to pay all taxes, fees and other expenses relating to the orderly maintenance and management of the Property out of the Concept Planning Fund, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of funds to cover all such expenses;

(f) to commence or to defend on behalf of the Co-Owners, the Nominee, or itself, any and all actions and other proceedings pertaining to the Property or to the Co-Owners;

(g) to determine the amount and type of insurance coverage, if any, to be maintained in order to protect the Property and the Co-Owners from all usual perils of the type covered in respect of comparable properties and in order to comply with the requirements of any lenders of funds;

(h) to retain, employ and pay and discharge on behalf of the Co-Owners all servants, employees, advisors, consultants and/or contractors necessary to be retained for the management and operation of the Property, including, without limitation, for matters relating to its rezoning and development;

(i) to contract on behalf of the Co-Owners for water, gas, electricity and other utility services and commodities, including cable and telephone services necessary for the development, operation and maintenance of the Property; and

(j) to distribute the Net Income from the ownership, operation, use, financing, refinancing, and/or sale of the Property (if any) to each Co-Owner, proportionate to its respective Interest. For the purposes of this Agreement, "**Net Income**" shall mean the gross receipts (which, for greater certainty, shall not include the Concept Planning Fund) derived in any way from dealing with the Property, received by or on behalf of the Co-Owners from the ownership, operation, use, leasing, financing, refinancing, sale of, and/or development and/or any other dealing with of the Property, minus the aggregate of all proper expenses and charges incurred in connection therewith, calculated on an accrual basis, including:

(i) payment of principal and interest owing to mortgagees or other encumbrancers, or other lenders;

(ii) realty taxes, property tax assessments, charges or levies made by any duly constituted governmental or statutory authority, due and owing and secured by a right or apparent right to claim a lien or charge upon the Interests, or any of them, or the Property, and money due and owing from improvements to the Property secured by a lien or charge in favour of materialmen or workmen or trade contractors or other like persons or corporations upon the Interests, or any of them, or the Property;

(iii) all costs and expenses of any sale, financing or refinancing;

(iv) all development costs and expenses;

(v) all costs and expenses of operating, maintaining, leasing, managing, using, and/or developing the Property, and the costs and expenses of repair;

(vi) lighting, electricity and public utilities costs and expenses;

(vii) professional fees reasonably attributed to the Property, its operation, use, financing, refinancing, sale and/or development;

(viii) all other costs, expenses or disbursements which are properly attributable to the Property, except payments to the Co-Owners on account of capital or distribution of Net Income; and

(ix) reserves in such amount as deemed appropriate by the Operator from time to time, including without limitation for the purposes of replacement of major equipment, major renovations and repairs, leasehold improvements, marketing costs and any other reserves normally required for the prudent operation, use, financing, refinancing, sale and/or development of a like property.

Each Co-Owner shall have a proportionate beneficial interest in all of the gross cash receipts derived from the Property and shall be responsible for its proportionate share of the expenses and charges incurred in connection with the Property, in each case proportionate to its respective Interest. Each Co-Owner hereby irrevocably directs the Operator to pay its proportionate share of such expenses and charges out of its proportionate share of such gross cash receipts, as well as out of the Concept Planning Fund.

Each Co-Owner hereby confirms and acknowledges that neither the Operator nor any of its officers, directors, employees, advisors, consultants, agents or representatives has made any warranty or representation, or given any advice:

(k) as to or in respect of the tax treatment of the purchase, disposition or holding of the Interest by a Co-Owner; or

(l) as to the timing of the rezoning or sale or development of the Property or the returns attainable by the Co-Owners upon a sale or lease of or other dealing with the Property.

Each Co-Owners acknowledges that he has been advised to seek his own independent legal and tax counsel prior to entering into a Sale and Purchase Agreement and this Agreement.

7. AUTHORITY TO WITHHOLD

The Operator is authorized to withhold any amounts required to be withheld from any distribution or other payment to a Co-Owner pursuant to the provisions of the *Income Tax Act* and to make payment of any such amount on behalf of a Co-Owner to the CRA, on account of taxes as may be required by law.

8. POWERS EXERCISABLE BY ORDINARY RESOLUTION

Notwithstanding anything to the contrary contained in this Agreement, the following powers shall only be exercisable by the Operator after an Ordinary Resolution is passed by the Co-Owners:

(a) approving the sale or exchange of all or any part of the Property (other than the sale of Interests by the Operator pursuant to Sale and Purchase Agreements);

(b) approving a proposal or plan to develop the Property;

(c) subject to Section 17, consenting to the amendment of this Agreement, provided that, no amendment to this Agreement shall impose or increase any financial or other obligations upon any of the Nominee of the Operator, or in any way adversely affect the Nominee or the Operator, without the prior written approval of the Nominee or the Operator, as the case may be;

(d) approving or ratifying the making of an Additional Advance by the Operator, in accordance with Section 18; or

(e) requiring that the financial statements for the Property be audited.

Other than a matter which under the terms of this Agreement requires a Special Resolution, the Operator may at any time and from time to time by notice in writing to all Co-Owners substantially in the form annexed hereto as Schedule "2" (the "**Notice Requisitioning an Ordinary Resolution**") request the Co-Owners to consider and approve any matter relating to the Property not requiring a Special Resolution. The Notice Requisitioning an Ordinary Resolution shall specify with reasonable detail the matter to be approved by the Co-Owners.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution. If the Operator fails to deliver such Notice Requisitioning an Ordinary Resolution within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or a group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the

Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution which the Operator failed to deliver within the time provided in this Section 8 for the Operator to do so.

9. POWERS EXERCISABLE BY SPECIAL RESOLUTION

The following powers shall only be exercisable by Special Resolution passed by the Co-Owners:

(a) terminating the appointment of the Operator and appointing a new Operator from time to time, in accordance with the provisions of Section 10;

(b) instituting or continuing an action or suit against the Operator for damages based upon the fraud or gross negligence of the Operator in the performance of its obligations under this Agreement;

(c) requiring the Operator to remove the incumbent independent firm of chartered accountants qualified in Canada appointed pursuant to Section 16 and requiring the Operator to appoint a replacement; or

(d) apppointing a replacement for the Nominee in the event that the Nominee should be wound up or dissolved or be declared a bankrupt, such replacement to hold legal title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Operator if it retains any Retained Interest.)

10. CONTROL AND AUTHORITY VESTS WITH CO-OWNERS

The Co-Owners may by Special Resolution terminate and remove the Operator (in its capacity as Operator and not as a Co-Owner)and appoint a new Operator in its place and stead. Such new Operator shall be bound by all of the terms of this Agreement and shall execute an agreement confirming that it is bound under this Agreement as if it was an original signatory thereto.

Upon termination, the Operator terminated shall forthwith upon request of the person designated in the Special Resolution as the replacement Operator (the "**Designated Person**") do the following:

(a) deliver all agreements, documents, instruments, books and records and writings relating to the Property in its possession to the Designated Person, including, without limitation, the Co-Owners Record;

(b) execute and deliver such consents, acknowledgements and assignments pertaining to the Property and any Planning Activities as the Designated Person may require;

(c) cause its representatives on the board of directors of the Nominee to execute resignations as directors and officers forthwith after being required to do so by the Designated Person, provided the Nominee shall continue to indemnify such directors and officers in accordance with its by-laws in existence at the date hereof;

(d) execute and deliver a release in form and content satisfactory to the Designated Person, acting reasonably, releasing the Nominee and the Co-Owners from any liability, provided that: (i) the release by the Operator shall not release the Co-Owners from their obligation to continue to indemnify the Operator pursuant to Section 21 hereof; and (ii) the

Operator receives a release in form and content satisfactory to the Operator, acting reasonably, executed by the Nominee and by the Designated Person for and on behalf of itself and each of the Co-Owners, releasing the Operator from any liability, and the Co-Owners expressly acknowledge and agree that the Designated Person shall have the power and authority to deliver such release, without any further approval or authorization required from the Co-Owners;

(e) do all things necessary and execute all necessary documents to effect the change of shareholders of the Nominee as directed by the Designated Person; and

(f) otherwise co-operate and assist to carrying out and giving effect to each of the actions set out in Section 10(a), (b), (c), (d) and (e) above.

The Operator may at any time and from time to time by notice in writing, substantially in the form annexed hereto as Schedule "3" (the "**Notice Requisitioning a Special Resolution**") to all Co-Owners, request the Co-Owners to consider and approve any matter relating to the Property requiring a Special Resolution pursuant to the terms of this Agreement. The Notice Requisitioning a Special Resolution shall specify with reasonable detail the matter to be considered and approved by Special Resolution.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning a Special Resolution with respect to any matter relating to the Property, including any matter requiring a Special Resolution pursuant to this Agreement. If the Operator fails to deliver such Notice Requisitioning a Special Meeting within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the Notice Requisitioning a Special Resolution which the Operator failed to deliver within the time provided in this Section 10 for the Operator to do so.

11. CO-OWNERS RECORD AND TRANSFERS OF INTEREST

The Operator shall record and at all times maintain and keep up to date a record of the names, addresses and other contact information for the Co-Owners, and the Interest held by each of the Co-Owners as well as particulars of any Transfer of Interests (collectively, the "**Co-Owners Record**").

No Co-Owner shall sell, transfer, assign, mortgage, pledge, grant a security interest or otherwise encumber or dispose of its Interest in the Property (each, a "**Transfer**"), except in compliance with any applicable requirements of the *Securities Act* (Ontario) and any other applicable legislation and otherwise in accordance with the provisions of this Agreement, if and to the extent required.

A Co-Owner may Transfer an Interest or part thereof provided that such Co-Owner complies and satisfies each of the following conditions:

(a) the transferor first delivers to the Operator an original or notarial copy of the executed document or instrument effecting the Transfer which shall be in such form as may be acceptable to the Operator, acting reasonably;

(b) the transferee agrees in writing and in such form as may be acceptable to the Operator, to be bound by the terms of this Agreement and upon completion of the Transfer to

assume the obligations of the transferor under this Agreement in respect of the Interest subject to the Transfer;

(c) the transferor delivers or causes to be delivered to the Operator a direction addressed to both the Nominee and the Operator, in form and substance satisfactory to the Operator and the Nominee, directing the Nominee to execute and deliver a Declaration of Trust for the Interest subject to the Transfer in favour of the transferee;

(d) the transferee pays such costs, expenses and disbursements, including legal fees, as are reasonably incurred by the Operator by reason of the Transfer;

(e) the transferee pays all applicable HST pursuant to the *Excise Tax Act*, and all applicable LTT pursuant to the *Land Transfer Tax Act*, and makes or causes to be made any and all necessary filings, payments and remittances within the time periods required therefor under the provisions of the *Excise Tax Act* and the *Land Transfer Tax Act* and the respective regulations thereunder;

(f) the transferor either provides the transferee with evidence reasonably satisfactory to the transferee that the transferring Co-Owner is not then a "non-resident" of Canada within the meaning of the *Income Tax Act* or provide the transferee with a certificate pursuant to subsection 116(2) of the *Income Tax Act* with a certificate limit in an amount not less than the purchase price for the Interest subject to the Transfer; provided that if such evidence or certificate is not forthcoming, the transferee shall be entitled to make the payment of tax required under section 116 of the *Income Tax Act* and to deduct such payment from the purchase price for the Interest subject to the Transfer;

(g) the transferee executes and delivers to the Operator a counterpart of the Agreement; and

(h) the transferor provides such other documents, agreements, acknowledgements and confirmations as may be required by the Operator or by law (including compliance by the transferring Co-Owner with the provisions of the *Securities Act* (Ontario) if and to the extent applicable).

When a transferee of an Interest is entitled to become a Co-Owner pursuant to the provisions hereof, the Operator will:

(i) record a Transfer of the Interest; and

(j) forward a Declaration of Trust to the transferee in respect of the Interest so transferred.

For the avoidance of doubt, a Transfer by Co-Owner may include a transfer into trust, in which case the terms "sale and purchase agreement", "Purchaser", "purchase", "purchased", and "sale", wherever such terms appear in this Agreement, shall be read so as to recognize that such Transfer is not a purchase and sale transaction between a Co-Owner and a purchaser but a transaction in the nature of a transfer into trust by the transferring Co-Owner to a trustee. Nothing in this Section 11 shall be construed to affect the provisions of Section 12 of this Agreement.

12. OPERATOR NOT BOUND TO SEE TO TRUST OR EQUITY

Other than pursuant to the terms of the Declaration of Trust, the Operator shall not be bound to see to the execution of any trust, express, implied or constructive, or any charge, pledge or equity to which any Interest is subject, or to ascertain or inquire whether any sale or transfer of any such Interest by any Co-Owner or by his personal representatives is authorized by such trust, charge, pledge or equity, or to recognize any person having any interest therein except for the person or persons recorded by the Operator as the Co-Owner.

13. INCAPACITY, DEATH, INSOLVENCY OR BANKRUPTCY

Where a person becomes entitled to an Interest by incapacity, death, insolvency or bankruptcy of a Co-Owner or otherwise by operation of law, in addition to the requirements of Section 11 hereof, that person will not be recorded as or become a Co-Owner until:

(a) he produces evidence satisfactory to the Operator of such entitlement; and

(b) he has delivered such other evidence, approvals and consents in respect of such entitlement as the Operator may require and as may be required by applicable law or by this Agreement.

14. DECLARATIONS OF TRUST

A separate Declaration of Trust shall be executed and delivered by the Nominee to each Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of a Co-Owner to the extent of the Co-Owner's Interest. Provided that the Transfer of an Interest has been effected in accordance with the provisions of Section 11 of this Agreement, a separate Declaration of Trust shall be executed and delivered by the Nominee to each transferee Co-Owner of an Interest from a transferring Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of the transferee Co-Owner to the extent of such Co-Owner's Interest.

15. LOST DECLARATIONS OF TRUST

Where a Co-Owner by notice in writing advises the Operator that the Declaration of Trust with respect to such Co-Owner's Interest has been defaced, lost or destroyed or wrongly taken, the Operator may cause a new Declaration of Trust to be issued, provided that the Co-Owner files with the Operator an indemnity in such form as is satisfactory to the Operator to indemnify the Operator, the Nominee and the other Co-Owners from any loss, cost, liability or damages that it or they may incur or suffer by complying with the request to issue a new Declaration of Trust, and provided further that the Co-Owner satisfies all other reasonable requirements of the Operator, including delivery of a form of proof of loss.

16. BOOKS AND RECORDS AND FINANCIAL REPORTS

The Operator will keep or cause to be kept on behalf of the Co-Owners at the Operator's principal place of business in Ontario:

(a) full and accurate books of account and records of all financial transactions relating to the Property including, without limitations, the receipts and expenditures relating to the Property and the Concept Planning Fund;

(b) the Co-Owners Record setting out the name and address of each Co-Owner; and

(c) copies this Agreement and all counterparts.

At any time upon 10 Business Days written notice to the Operator a Co-Owner may request the Operator to examine any of the documents noted in clauses (a) and (b) above at the office of the Operator and may take copies thereof provided that such requesting Co-Owner pays the reasonable cost to the Operator for making such copies, provided further that any such requesting Co-Owner shall have first provided an affidavit and undertaking, in form and substance satisfactory to the Operator, acting reasonably, duly sworn before a notary public or other individual authorized to administer oaths in the jurisdiction of residence of the

Purchaser, stating: (aa) the name and address of such requesting Co-Owner, and that the Co-Owner is a Co-Owner; (bb) that the Co-Owners Record shall not be used by the requesting Co-Owner or any other person except in connection with a *bona fide* effort to influence the voting by Co-Owners on an Ordinary Resolution or a Special Resolution; (ccc) that the information so provided is subject to applicable privacy rules and regulations; (ddd) that none of the information provided pursuant to clause (a) above shall be disclosed by or on behalf of the requesting Co-Owner to any person who is not a Co-Owner, that such information is proprietary to the Operator and the Co-Owners, and that its disclosure could cause irreparable harm to the other Co-Owners and the Operator; (eee) that the requesting Co-Owner will not, directly or indirectly, offer for sale or purchase, or otherwise traffic in, a list or copy of a list of the Co-Owners or any information contained in the Co-Owners Record; (fff) the requesting Co-Owner acknowledges and agrees that in the event of a breach of any of the covenants, provisions and restrictions in affidavit, the Co-Owners' and Operator's remedy in the form of monetary damages may be inadequate and that the Operator, for itself and on behalf of the other Co-Owners, shall be authorized and entitled, in addition to all other rights and remedies available to it and them, to apply for and obtain from any court of competent jurisdiction interim and permanent injunctive relief and an accounting of all profits and benefits arising out of such breach; and (ggg) that the requesting Co-Owner shall indemnify and hold harmless the Operator and the Nominee and the other Co-Owners from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee or the other Co-Owners by reason of any breach by such requesting Co-Owner of any of the covenants, provisions and restrictions contained in the affidavit.

The Operator shall provide or cause to be provided to each Co-Owner not later than 120 days after the end of each calendar year, financial statements showing the financial results for the Property for such calendar year. The Operator shall retain, at the expense of the Co-Owners, an independent firm of chartered accountants qualified in Canada to prepare such financial statements. Such financial statements shall contain a balance sheet, and a statement of cash flows and shall be prepared in accordance with Canadian accounting standards for private enterprises ("**ASPE**") applicable to the real estate industry in Canada and applied on a consistent basis from year to year. The financial statements shall not be required to be audited unless the Co-Owners by Ordinary Resolution require audited financial statements. For greater certainty, the funds in the Concept Planning Fund are hereby recognized as being the funds of the Operator, not of the Co-Owners.

17. AMENDMENT OF AGREEMENT

This Agreement may be amended in writing on the initiative of the Operator with the consent of the Co-Owners given by Ordinary Resolution. Notwithstanding the foregoing, the Operator may, without any prior notice to or consent from the Co-Owners amend any provision of this Agreement from time to time:

(a) to cure an ambiguity or to correct or supplement any provision contained herein which, in the reasonable opinion of the Operator, may be defective or inconsistent with any other provision contained herein, and with respect to which the cure, correction or supplemental provision does not and will not adversely affect the Interests of the Co-Owners; or

(b) to make such other provisions in regard to matters or issues relating to or arising under this Agreement which, in the reasonable opinion of the Operator, do not and will not adversely affect the Interests of the Co-Owners.

The Operator agrees to inform the Co-Owners by written notice within 60 days following the effective date of an amendment to this Agreement and provide copies of the amending agreement within the said 60 days.

18. PLANNING ACTIVITIES AND CONCEPT PLANNING FUND

As agent for the Vendor, the Operator shall deposit an amount equivalent to the Concept Planning Fund Contribution (as such term is defined in each Sale and Purchase Agreement) received by the Vendor under every completed Sale and Purchase Agreement into a single, segregated account (the "**Concept Planning Fund**") to be in the name of the Operator and to be used by the Operator solely for the purpose of paying the costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities, and those costs and expenses enumerated in Section 6(j) of this Agreement.

The Concept Planning Fund is intended to be a deposit account. Each Co-Owner's respective proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Co-Owner following completion of the sale of the Property. Each Co-Owner's share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of this Agreement) will be paid by the Co-Owner and deducted from his proportionate share of any sale proceeds receivable by him, if and when the Property is sold or otherwise disposed of. Each Co-Owner hereby irrevocably authorizes and directs the Operator to withhold from his proportionate share of any amounts otherwise receivable by it under this Agreement the amount of any such shortfall, and to pay such amount to the Operator.

The Operator shall keep proper and accurate records and details of all expenses paid out of the Concept Planning Fund, and at the request of the Vendor, provide access to the Vendor's representatives to such records and details of expenses to permit the Vendor to satisfy itself that such expenses were paid in accordance with the provisions of this Agreement.

The Operator shall prepare, perform and take or cause to be prepared, performed and taken all Planning Activities as it determines in its reasonable discretion are necessary for and on behalf of the Co-Owners including, without limitation, the following:

(a) surveys and concept plans in connection with the rezoning of the Property;

(b) in the reasonble discretion of the Operator, engage all consultants and professionals including, without limitation, legal counsel with respect to rezoning of the Property or any other Planning Activities;

(c) enter into or request the Nominee to enter into and deliver any documents, consent, acknowledgements or agreements including, without limitation, easements, rights in the nature of an easement, transfers, undertakings, applications, appeals and/or any other similar or related agreements or documents which may be required in the reasonable discretion of the Operator in connection with the Planning Activities;

(d) pay for all costs and expenses associated with Planning Activities, municipal property taxes and the cost of maintaining the Property, out of the Concept Planning Fund, and if insufficient, out of additional funds provided by the Co-Owners; and

(e) keep detailed records and accounts for or pertaining to the Planning Activities.

If the amount set aside in the Concept Planning Fund is not sufficient to defray all costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities and those costs and expenses enumerated in Section 6(j) of this Agreement, the Operator, in the exercise of its absolute discretion, and without the approval of the Co-Owners, may advance to the Co-Owners an amount or amounts on account of such shortfall to a maximum of 5% of the aggregate purchase prices paid by all Co-Owners for their respective Interests(collectively, the "**Initial Advance**"). The Initial Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance made to the Co-Owners out of the proceeds of the sale of the Property.

If the cost of Planning Activities exceeds the combination of the Concept Planning Fund and the Initial Advance, the Operator, as it deems necessary in the exercise of its absolute discretion but subject to the approval of the Co-Owners by way of an Ordinary Resolution, may advance to the Co-Owners additional amounts as may be required for such purposes (collectively, the "**Additional Advance**"). The Additional Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, after repayment of the Initial Advance, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance and the Additional Advance made to the Co-Owners out of the proceeds of the sale of the Property.

19. SALE OF THE PROPERTY

Any offer to purchase the Property received by the Operator or the Nominee, which the Operator deems acceptable (the "**Offer**") shall be presented to all of the Co-Owners for consideration and if approved by an Ordinary Resolution such Offer shall be accepted by the Nominee and such acceptance shall be binding upon all of the Co-Owners. Any sale of the Property by the Nominee resulting from an Offer the acceptance of which was approved by an Ordinary Resolution of the Co-Owners shall be deemed to include the sale by the Co-Owners of the Interests.

The Co-Owners hereby agree that Operator shall have the right, exercisable by notice in writing to the Co-Owners within 30 days after the Co-Owners have passed an Ordinary Resolution to accept the Offer, to purchase the Property at the same price and on the same terms and conditions as are contained in the Offer approved by Ordinary Resolution of the Co-Owners.

If the Operator fails to provide the notice exercising its right to purchase the Property on the same terms and conditions as are contained in the Offer within the said 30 days, then the Nominee shall accept the Offer and complete the transaction with the party that made the Offer the acceptance of which was approved by Ordinary Resolution of the Co-Owners.

20. HST AND LTT

Each of the Co-Owners hereby authorizes the Operator to make any and all filings, payments and/or remittances for HST with respect to the purchase by each Co-Owner of his respective Interest and any other payments of HST applicable to the services provided to the Nominee or in respect of the Property or the Interest of a Co-Owner.

Each Co-Owners hereby authorizes the Operator to carry out any HST reporting or filing obligations that are required in respect of the Interests or the Property. Such authority shall

include the execution of any documents that have to be or which may be advisable to be executed under the *Excise Tax Act*. The Operator shall to the extent required under the *Excise Tax Act* make and satisfy all filing and reporting obligations of a Co-Owner with respect to the Interest of the Co-Owner and shall provide each Co-Owner with copies of such filings and reports.

Each of the Co-Owners hereby authorizes the Operator to make any and all filings payments and/or remittances, from funds provided by the Co-Owner, relating to LTT arising from the purchase by each Co-Owner from the Vendor of his respective Interest in the Property. For greater certainty, each of the Co-Owners hereby authorizes the Operator on behalf of the Co-Owner and with the Co-Owner's funds to make any and all payments, remittances and filings under the provisions of the *Land Transfer Tax Act* relating to LTT and within the time period required therefor under the *Land Transfer Tax Act*, arising from the acquisition and/or ownership of the Interest. The Operator shall provide each Co-Owner with copies of such filings and evidence of the payments and remittances upon the written request of a Co-Owner.

21. POWER OF ATTORNEY

Each Co-Owner hereby nominates, constitutes and appoints each of the Operator and the Nominee, acting alone or together, with full power of substitution, as his true and lawful attorney and agent with full power and authority in his name, place and stead, for his use and benefit, to do the following, as fully and effectually as the Co-Owner could do if personally performed including, without limitation:

(a) execute and deliver all such documents or instruments on behalf of and in the name of the Co-Owners, or any of them, as may be deemed necessary by the Operator to carry out fully the provisions of this Agreement in accordance with its terms;

(b) execute, swear to, acknowledge, deliver, file and/or remit to or with the Ministry of Finance (Ontario) pursuant to the *Land Transfer Tax Act*, as amended, all necessary returns and payment or remittances in connection with the acquisition by the Co-Owners of their respective Interests in the Property;

(c) execute, acknowledge, deliver and file and/or remit to or with the CRA, all necessary instruments, declarations, certificates and other documents, and remittances relating to HST;

(d) execute, acknowledge, deliver and file as and where required any election made pursuant to subsection 273(1) of the *Excise Tax Act* as contemplated in each Purchase Agreement;

(e) execute and deliver all conveyances, agreements, documents and other instruments pertaining to the sale, development, redevelopment, financing, refinancing or leasing of the Property as the Operator determines in its sole discretion is in the best interests of the Co-Owners, and as permitted by this Agreement or authorized by Ordinary Resolution or Special Resolution of the Co-Owners; and

(f) execute, acknowledge, deliver and file any and all CRA non-resident personal income tax returns.

Each Co-Owner acknowledges and confirms that the power of attorney granted herein is made pursuant to the *Powers of Attorney Act* (Ontario) and is a power coupled with an interest, will survive the death, disability or other legal incapacity of the Co-Owner and will survive the assignment (to the extent of the Co-Owner's obligations hereunder) by the Co-Owner of the whole or any part of his Interest and extends to the heirs, executors, administrators, successors

and assigns of the Co-Owner and may be exercised by the Operator or the Nominee, acting alone or together, executing on behalf of the Co-Owners, or any of them, any instrument, by listing all of the Co-Owners to be bound by such instrument with a single signature as attorney and agent for all of them, or otherwise. Each of the Co-Owners agrees to be bound by any representations and actions made or taken in good faith and in accordance with the terms of this Agreement by the Nominee and/or the Operator pursuant to such power of attorney in accordance with the terms hereof and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the Nominee or the Operator taken in good faith under such power of attorney. The Operator shall, at the written request of a Co-Owner, provide such Co-Owner with copies of any of the documents or instruments executed, sworn, delivered, acknowledged or remitted by the Operator for and on behalf of that Co-Owner only under the power of attorney provided for in this Section 21.

22. INDEMNIFICATION

Each of the Co-Owners hereby agrees, severally and not jointly or jointly and severally, to indemnify and hold harmless the Operator and the Nominee from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee, or by any one or more attorneys appointed by it or them under the power to substitute pursuant to the power of attorney provision contained in Section 21 above, by reason of acts, omissions or alleged acts or omissions arising out of the activities of the Operator or the Nominee on behalf of the Co-Owners or in furtherance of the Interests of the Co-Owners but only if the acts, omissions or the alleged acts or omissions in respect of which any actual or threatened action, proceeding or claim are based, were performed in good faith and in accordance with the Agreement.

23. VENDOR'S RIGHT TO RETAIN AN INTEREST

The Co-Owners acknowledge and agree that the Vendor has the right, but not the obligation, to retain an undivided beneficial Interest in the Property (a "**Retained Interest**"), to whatever extent it wishes, and the Vendor to the extent of any such Retained Interest shall for the purposes of this Agreement be a Co-Owner and be deemed to be bound by this Agreement. The Vendor may at any time and from time to time Transfer and assign all or any part of such Retained Interest to any person or persons it deems appropriate and upon such Transfer or assignment, the assignee or transferee thereof shall execute a counterpart of this Agreement and shall be a Co-Owner to the extent of the Retained Interest so transferred or assigned.

24. COMPETING INTERESTS

Each of the Co-Owners and the Operator is entitled, without the consent of any of the others of them, to own property and to carry on any business or activity whatsoever, whether of the same or different nature as that owned by or carried on by any of them, and whether or not in competition with the Interests, the Property or any activity carried on by any of them, and neither any Co-Owner nor the Operator shall be liable to account to any of the other of them.

25. NOTICES

Any notice or communication required or permitted to be given to the Nominee, the Vendor, the Operator or the Co-Owners hereunder shall be in writing and shall be given by delivery or by mailing to same to be addressed as follows:

(a) To the Nominee, the Vendor or the Operator, at its respective mailing address provided in Section 4 above.

(b) To each Co-Owner at his last address shown on the Co-Owners Record maintained by the Operator.

Any notice or communication delivered as aforesaid shall be in the English language but may be accompanied by an unofficial translation and shall be deemed to have been given to the addressee on the day of delivery, if delivered by courier or, if mailed as aforesaid, shall be deemed to have been given to the addressee on the 10th Business Day following the mailing of such notice, provided that, for such purposes, no day during which there shall be a strike or other occurrence which shall interfere with normal mail services shall be considered a Business Day. If delivery of any notice or communication is made via fax, delivery shall be deemed to have been made on the day following the sending of the fax unless such day is not a Business Day, in which case delivery shall be deemed to have been made on the next Business Day.

26. FURTHER ACTS

The parties hereto agree to execute and deliver such further and other documents and to perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

27. BINDING EFFECT

Subject to the restrictions on Transfers herein contained, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and permitted assigns.

28. SEVERABILITY

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts, by original or facsimile signature, with the same affect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same agreement.

30. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, in the Country of Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

31. DISPUTE RESOLUTION

Any disputes, claims, disagreements, differences, (including, without limitation, interpretation, performance and enforcement) (collectively the "**Dispute**") that may arise between the Co-Owners or any of them and/or the Operator and/or the Nominee relating in any manner to this Agreement, the Property, or the Interests or any of them, shall attempted to be resolved by mediation and if such mediation is not successful, then by arbitration.

Upon written demand of the Nominee, the Operator or the Co-Owners or any them and within 10 days after such demand, the parties shall attempt to appoint a mediator. If within such period of time they are unable to agree on a mediator, the Dispute shall be resolved by arbitration. If the parties to the Dispute are unable to agree upon a single arbitrator within 10 days after a demand has been made by any party to the Dispute to appoint a single arbitrator then, any party to the Dispute may apply, to a Justice of the Superior Court of Justice sitting in the City of Toronto, in the Province of Ontario, Canada for the appointment of an arbitrator.

The arbitration shall proceed in accordance with the provisions of the *Arbitration Act*, 1991 (Ontario) and any amendments or successor legislation thereto, which provisions shall apply *mutatis mutandis*. The arbitrator shall have the power to determine the procedure for the arbitration and to deliver his or her award notwithstanding the default by any party in respect of any procedural order made by the arbitrator.

The arbitrator shall proceed immediately to hear and determine the Dispute. The award of the arbitrator shall be made within 30 days after the appointment of the arbitrator, subject to any reasonable delay due to unforeseen circumstances. The award of the arbitrator shall be in writing and signed by the arbitrator, and shall be final and binding on the parties to the Dispute, not subject to any appeal, and the parties to the Dispute shall abide by the award and perform the terms and conditions thereof. The arbitration award shall deal with the costs of arbitration and all matters related thereto including the arbitrator's fees and expenses. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Unless otherwise mutually agreed, any mediation or arbitration of a Dispute shall take place in the Municipality of Metropolitan Toronto, in the Province of Ontario, in the Country of Canada.

32. NO INTENTION TO CREATE A PARTNERSHIP

The Co-Owners acknowledge, agree and declare that the entering into of this Agreement does not, and is not intended to, create a partnership, for any purpose. The Co-Owners further agree that nothing herein is to be construed as a limitation of the powers or rights of any Co-Owner to carry on its separate respective activities. Except for the Operator as contemplated in this Agreement, none of the Co-Owners shall have the right to bind any of the other Co-Owners, transact any business in any of the other Co-Owners names or on their behalf or incur any liability for or on behalf of any of the other Co-Owners. The Co-Owners agree that they shall each report their income or loss arising from the ownership of their Interests, for both accounting and income tax purposes, and to the applicable taxing authorities, as co-venture parties independent of one another, and not as partners in a partnership.

33. NO RIGHT TO PARTITION, ETC.

Each of the Co-Owners, by becoming a party to this Agreement, agrees and will be deemed to have agreed that he will not seek any remedy or right for the termination of this Agreement which would otherwise be available at law or in equity or for the termination of the co-ownership of the Property or which would otherwise be available pursuant to the *Partition Act*, R.S.O. 1980, c. 369,) and any amendments or successor legislation thereto, and each such Co-Owner shall be forever estopped from asserting otherwise and from seeking such remedy or right. In the event of any breach of the provisions of this Section 33 by a Co-Owner, the other Co-Owners and the Operator shall, in addition to all rights and remedies at law or in equity to which it is or they are otherwise entitled, be entitled to a decree or order

perpetually restraining and enjoining such partition, application, action or other proceeding, and the first-mentioned Co-Owner shall not plead in defence thereto that there would be an adequate remedy at law, it being acknowledged by all the parties hereto that the injury and damages flowing from any such breach would be impossible to measure monetarily.

34. TIME

Time shall be of the essence of this Agreement.

35. REFERENCE DATE

This Agreement is dated for reference as of the 30TH day of AUGUST, 2012.

IN WITNESS WHEREOF this Agreement is executed with effect as of the day and year first above written.

EXECUTED this 15TH day of NOVEMBER, 2020 with effect as of the day and year first above written.

WITNESS

✓ 内富博文

Signature of Witness

Print: **HIROFUMI UCHITOMI**

CO-OWNER

吹上瑞枝 ★

Signature of Co-Owner

Print: **MIZUE FUKIAGE**

EXECUTED this 26TH day of FEBRUARY, 2021 with effect as of the day and year first above written.

LONDON VALLEY II INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

EXECUTED this 26TH day of FEBRUARY, 2021 with effect as of the day and year first above written.

TSI-LV II INTERNATIONAL CANADA INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

EXECUTED this 26TH day of FEBRUARY, 2021 with effect as of the day and year first above written.

LV II CAPITAL MANAGEMENT INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

SCHEDULE "1"

Legal Description of Property

Lands and premises located on 6172 Colonel Talbot Road fronting on the East side of Colonel Talbot Road, in the City of London, in the province of Ontario, in the country of Canada, and legally described as Part Lot 58 & 57 ETR as in 422573; EXCEPT Part 11, 33R2972 and Part 1, 33R8976; "Description in 422573 may not be acceptable in the Future" London / Westminster

SCHEDULE "2"

NOTICE OF REQUISITION OF ORDINARY RESOLUTION

By Co-Owners

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____, 201_ .

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: MIZUE FUKIAGE
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV II162-LV II181

By Operator

NOTICE IS HEREBY GIVEN that the undersigned requests the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned signed to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemd to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____ , 201__.

LV II CAPITAL MANAGEMENT INC.

Per: _____

Name:
Title:
I have authority to bind the Corporation.

Appendix 1

FORM OF ORDINARY RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____ , 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: MIZUE FUKIAGE
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV II162-LV II181

Identification No. _____

SCHEDULE "3"

NOTICE OF REQUISITION OF SPECIAL RESOLUTION

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners to approve the Special Resolution attached hereto as Appendix 1 **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Special Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Special Resolution.

Dated the _____ day of _____, 201__.

Witness		**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: MIZUE FUKIAGE
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV II162-LV II181

Identification No. _____

Appendix I

FORM OF SPECIAL RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____ , 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: MIZUE FUKIAGE
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV II162-LV II181

Identification No. _____

DECLARATION OF TRUST

Cert. No. LV_II_JP_a01dfc715df9621113e91549c0ee7651

Interest: 20 / 620ND

ID. 44757 UDI. LV II162-LV II181

MIZUE FUKIAGE

This is to certify that MIZUE FUKIAGE is the owner of an undivided beneficial 20/620ND interest (the "**Interest**") representing a value of TWO HUNDRED THOUSAND DOLLARS ONLY of lawful money of Canada (C$200,000.00) in the real property located on 6172 Colonel Talbot Road fronting on the East side of Colonel Talbot Road, in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lots 58 & 57 ETR as in 422573; EXCEPT Part 11, 33R2972 and Part 1, 33R8976; "Description in 422573 may not be acceptable in the Future" London/Westminster (the **"Property"**) and that London Valley II Inc., as the registered holder of title to the Property, declares and acknowledges that it is holding title to the Property in trust for and on behalf of MIZUE FUKIAGE, to the extent of the Interest.

Reference is made to the co-owners agreement (the **"Agreement"**) dated for reference as of the 30TH day of August, 2012 among the owner of the Interest named in the within Declaration of Trust, London Valley II Inc., TSI-LV II International Canada Inc., LV II Capital Management Inc. and all other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of the Agreement. The Agreement provides for certain rights and obligations of the owners of undivided beneficial interest in the Property.

This Declaration of Trust and the Interest represented hereby are not transferable by delivery but only by the registered holder hereof, or by his agent duly authorized in writing, upon compliance with the provisions of the Agreement, including delivery to TSI-LV II International Canada Inc. at its principal office in Mississauga, Ontario, of this Declaration of Trust together with a duly executed transfer of beneficial interest in the form required by TSI-LV II International Canada Inc.

IN WITNESS WHEREOF London Valley II Inc. and TSI-LV II International Canada Inc. have caused this Declaration of Trust to be signed by its duly authorized officers this 26TH day of FEBRUARY 2021.

LONDON VALLEY II INC.

Per: Tim P. Shields

Name:

Title:

I/We have authority to bind the Corporation

TSI-LV II INTERNATIONAL CANADA INC.

Per: Tim P. Shields

Name:

Title:

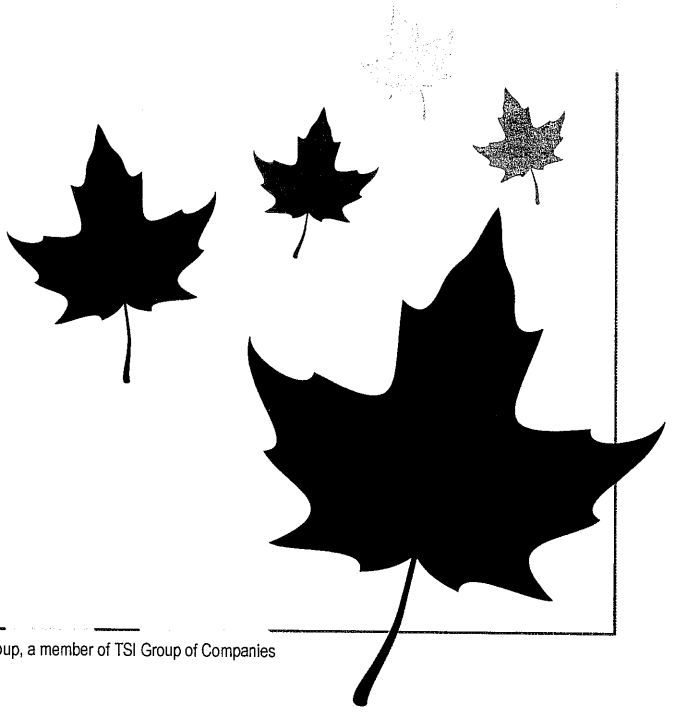
I/We have authority to bind the Corporation

JP 35385
10/7/2013

TSI INTERNATIONAL

LONDON VALLEY II INC.

HIRONORI KOBAYASHI



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UNIT IDENTIFICATION NO. LV II459-LV II508

AGREEMENT OF SALE AND PURCHASE dated the 5TH day of SEPTEMBER, 2013.

BETWEEN

HIRONORI KOBAYASHI,

Identification:DRIVER'S LICENSE (528701029170)

Address: 413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Phone Number: 81-776-27-5321

(hereinafter referred to as the "**Purchaser**")

-and-

TSI-LV II INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario,

(hereinafter referred to as the "**Vendor**");

-and-

LONDON VALLEY II INC.,
a corporation incorporated under the laws of the Province of Ontario

(hereinafter referred to as the "**Nominee**")

WHEREAS:

A. The Vendor is the beneficial owner of an undivided interest in a parcel of land described in Schedule "B" annexed to this Agreement (the "**Property**") and title to which Property is registered in the name of the Nominee.

B. The Vendor is engaged in the business of land banking, the prime focus of which is to locate and purchase raw land and to endeavour to rezone the land through the applicable land development process to an approved use determined by the Vendor to be suitable and appropriate in all of the circumstances, and to thereby enhance the value of the land.

C. The Purchaser acknowledges that rezoning of the Property is uncertain and may take many years to achieve, often six years or longer, and that there can be no assurance that rezoning will be obtained, or if obtained, to permit for such use or uses as were requested and/or otherwise on terms and conditions that are satisfactory.

D. The Vendor may from time to time sell undivided beneficial interests in the Property to various purchasers.

E. The Purchaser acknowledges that real estate investments are generally subject to various risks, including a lack of liquidity, the highly competitive nature of the real estate industry, changes in general economic conditions (such as the availability and cost of mortgage funds), conditions of supply and demand for any particular type of real estate in the particular area, government regulations and changes thereto (including uncertainties and delays in zoning, subdivision and development regulatory approval processes, taxation of

LV II459-LV II508-35325

property and environmental legislation), changes in governments and the political environment in the jurisdiction where the real estate is located, and sensitivity to interest rates, among other factors.

F. The Purchaser acknowledges having had the opportunity to review this Agreement and its schedules with its advisors and to conduct such due diligence investigations as the Purchaser deemed appropriate with respect to all matters pertaining to the Property and to the Vendor.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. SALE OF UNDIVIDED BENEFICIAL INTEREST IN LAND

1.1 The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser a 50/620TH undivided beneficial interest in the Property (the "**Purchaser's Land Interest**").

1.2 The Purchaser's Land Interest will be identified by the following designated identification number: LV II459-LV II508

2. . PURCHASE PRICE

2.1 The Purchaser shall pay the aggregate sum of Ten Thousand Dollars of lawful money of Canada (C$10,000) for each 1/620TH undivided beneficial interest in the Property upon execution of this Sale and Purchase Agreement, of which Nine Thousand Five Hundred Dollars (C$9,500) of lawful money of Canada will be paid on account of the purchase price for such interest, and Five Hundred Dollars (C$500) of lawful money of Canada will be paid into a segregated account known as the "Concept Planning Fund" (the "**Concept Planning Fund**") to be used to defray costs, expenses and fees to be incurred in connection with the Property, as more particularly hereinafter described and as described in the Co-Owners Agreement (as such term is hereinafter defined).

2.2 The Purchaser hereby agrees to purchase the Purchaser's Land Interest for a total purchase price of FOUR HUNDRED SEVENTY FIVE THOUSAND DOLLARS ONLY of lawful money of Canada (C$475,000.00) (the "**Purchase Price**"), and to pay the amount of TWENTY FIVE THOUSAND DOLLARS ONLY of lawful money of Canada (C$25,000.00) into the Concept Planning Fund (the "**Concept Planning Fund Contribution**"). All references in this Agreement to payments of money being made shall mean lawful money of Canada.

2.3 The Purchase Price excludes applicable harmonized sales tax (the "**HST**") pursuant to the *Excise Tax Act*, R.S.C. 1985, c E-15, as amended (the "**ETA**") and the Purchaser agrees to pay the HST in addition to the Purchase Price and the Concept Planning Fund Contribution, unless the Purchaser has obtained and inserted (or instructed to be inserted) its HST registration number set forth below on the signing page of this Agreement, below its signature, prior to acceptance of this Agreement by the Vendor, in which case the Purchaser hereby represents and warrants that it is a registrant for HST purposes under the provisions of the ETA, under such registration number.

2.4 Included in the Purchase Price and the Concept Planning Fund Contribution, the Purchaser shall be responsible for the payment of land transfer tax ("**LTT**") under

the *Land Transfer Act*, R.S.O., c L.6. as amended (the "**LTTA**"), in the amount of FIVE THOUSAND EIGHT HUNDRED EIGHTY SIX DOLLARS AND SEVENTY CENTS of lawful money of Canada (C$5,886.70).

2.5 The Purchaser covenants to pay, make and submit all necessary payments, filings and remittances within the time periods required therefor under the provisions of the ETA, if applicable, and the LTTA, and the regulations thereunder. The Purchaser hereby authorizes the Vendor on behalf of the Purchaser and with the Purchaser's funds, to make any and all payments, filings and remittances within the time periods required therefore under the provisions of the ETA relating to HST, if applicable, and under the provisions of the LTTA relating to LTT required to be made by the Purchaser arising from its acquisition of the Purchaser's Land Interest. While the Vendor agrees to assist the Purchaser in submitting such payments, remittances and filings, for greater certainty, nothing herein contained shall oblige the Vendor to make any payments or remittances from its own resources or funds and all such payments and remittances and filings shall be the Purchaser's obligation.

2.6 Funds in the Concept Planning Fund shall be applied towards defraying future costs of every nature and kind related to the Property, including property management costs, costs, fees, and services incurred in connection with planning activities, development submissions, subdivision applications, operational costs and all other activities and matters concerning or related to the Property, as determined by the Operator (as such term is defined in the Co-Owners Agreement) which would be incurred by or on behalf of the Purchaser as a Co-Owner. The Concept Planning Fund is intended to be a deposit account. The Purchaser's proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Purchaser following completion of the sale of the Property. The Purchaser's proportionate share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of the Co-Owners Agreement) will be paid by the Purchaser (in its capacity as a Co-Owner) and deducted from its proportionate share of any sale proceeds receivable by it, if and when the Property is sold or otherwise disposed of.

3. PAYMENT OF THE PURCHASE PRICE

3.1 The Purchaser hereby agrees that the Purchase Price, the Concept Planning Fund Contribution, and all other amounts due and payable hereunder, shall be paid to the Vendor on the Closing Date (as hereinafter defined). Following the Closing Date, the Vendor shall deliver the Concept Planning Fund Contribution to the Operator for deposit into the Concept Planning Fund.

3.2 All payments of the Purchase Price, the Concept Planning Fund Contribution, and such other amounts shall be made through the appointed agent (the "**Vendor's Agent**"), the Vendor's authorised agent and representative in the jurisdiction of residence of the Purchaser, and the Vendor hereby directs the Purchaser to make all such payments to the Vendor's Agent, who is authorised by the Vendor to acknowledge receipt of the Purchase Price and other amounts paid hereunder.

4. CLOSING DATE, DELIVERIES, COSTS, NON-MERGER

4.1 The date on which this Agreement is signed by the Purchaser and is accepted and signed by the Vendor and the Nominee shall be the "**Closing Date**". On the Closing Date, in addition to delivering the Purchase Price and this Agreement, the Purchaser agrees to deliver to the Vendor's Agent a copy of the Co-Owners Agreement signed by the Purchaser.

LV II459-LV II508-35325

4.2 Within ninety (90) days after the Closing Date, the Vendor agrees to deliver to the Purchaser the following documents (the "**Closing Documents**"):

(a) this Agreement, duly executed by the Vendor and the Nominee;

(b) a Declaration of Trust (as hereinafter defined), duly executed by the Nominee; and

(c) the Co-Owners Agreement (as hereinafter defined), duly executed by the Nominee and Operator (as therein defined).

4.3 The Vendor shall pay for the cost of drafting and/or settling the Closing Documents. The Vendor shall not be obligated to pay any other costs associated with the purchase of the Purchaser's Land Interest.

4.4 This Agreement shall be irrevocable by the Purchaser for a period of 120 days following its execution and delivery to the Vendor or the Vendor's Agent. This Agreement shall only become binding upon the Vendor and the Nominee following the Vendor and the Nominee having each accepted this Agreement as signified by its respective execution of this Agreement where indicated below.

4.5 All representations, warranties and covenants of the Purchaser as set out in this Agreement shall not merge upon closing but shall survive closing and the Closing Date.

5. VENDOR REPRESENTATIONS AND WARRANTIES

5.1 The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in completing the sale and purchase transaction contemplated in this Agreement:

(a) the Vendor is the beneficial owner of the Purchaser's Land Interest with good and marketable title thereto, subject to Section 6.1;

(b) registered title to the Property and beneficial title to the Purchaser's Land Interest shall be good and marketable and clear and free from all mortgages, charges and financial liens on the Closing Date;

(c) the Vendor has the right, power and authority to sell the Purchaser's Land Interest as contemplated in this Agreement;

(d) the Vendor is a corporation properly constituted and in good standing under the laws of the Province of Ontario and the laws of Canada applicable therein; and

(e) the Vendor is not now and on the Closing Date will not be a non-resident of Canada within the meaning of the *Income Tax Act* (Canada), R.S.C. 1985, c.1 (5th Supp.), as amended from time to time.

6. EASEMENTS, LIENS, REGISTERED AGREEMENTS

6.1 Other than any mortgage, charge or financial lien which the Vendor is required to discharge pursuant to this Agreement, registered title to the Property, and beneficial title to the Purchaser's Land Interest, shall be subject to all other liens and encumbrances registered

LV II459-LV II508-35325

on title to the Property on the Closing Date or which may be registered against the title to the Property after the Closing Date, including those registered in connection with the rezoning or development process relating to the Property, and including, without limitation, agreements with the applicable municipality or region, agreements with public regulated utilities, easements for the supply of domestic utility or telephone services to the Property or properties which are adjacent to the Property, easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the Property or its proposed development, other registered restrictions or covenants that run with the lands, and the restrictions and reservations in the Crown patent.

7. PURCHASER(S)' REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 The Purchaser represents and warrants to and covenants in favour of the Vendor as follows:

(a) there are no liens, mortgages, judgements, executions or other encumbrances, related to or attaching to the Purchaser's Land Interest or any part thereof;

(b) the Purchaser shall keep the Purchaser's Land Interest and every part thereof free and clear of all liens, mortgages, other encumbrances, judgements or executions. The Purchaser warrants and represents that all such liens, mortgages, judgements, executions other encumbrances, if any, shall be discharged and removed forthwith at the Purchaser's sole cost and expense and the Purchaser shall hold harmless the Vendor and all other beneficial owners of undivided interests in the Property from time to time against any and all claims, liabilities, actions, cause of actions, charges, demands and costs, including solicitors fees in connection therewith; and

(c) the Purchaser will not register or cause to be registered this Agreement, the Co-Owners Agreement, notice of this Agreement, notice of the Co-Owners Agreement, notice of the Purchaser's Land Interest, or any caution against title to the Property and the Purchaser shall forthwith remove and discharge any such registration at its costs and expense, failing which the Vendor may do so at the cost and expense of the Purchaser.

7.2 The foregoing warranties, representations and covenants of the Purchaser shall not merge on closing but shall survive closing and the Closing Date.

8. PURCHASER(S)' PARTICULARS, NATURE OF VESTING OF BENEFICIAL TITLE

8.1 The Purchaser agrees and confirms that the personal information provided in Schedule "A" annexed hereto is true, accurate and complete and agrees to inform the Vendor in writing forthwith of any change in any of the information therein provided.

8.2 If there is more than one person that comprises the Purchaser, then the Purchaser's Land Interest will be held as joint tenants with right of survivorship unless the box below is initialled by the Purchaser in which case the Purchaser's Land Interest will be deemed to be held as tenants-in-common, in the percentages noted therein.

LV II459-LV II508-35325

[ ] Purchaser elects to hold Purchaser's Land Interest as tenants- in -common and not as joint tenants, as follows: _____ as to ___%, _____ as to ____%.

9. PRESENT STATE AND CONDITION OF PROPERTY

9.1 The Purchaser hereby agrees that the purchase of the Purchaser's Land Interest is on an "as is, where is basis" with no representations or warranties whatsoever made by the Vendor, other than as expressly set out in this Agreement.

10. TITLE INSURANCE

10.1 The Nominee as registered owner of the Property obtained title insurance upon acquiring the Property (the "**Title Insurance Policy**") in such form and in such amount and with such stipulations, limitations and qualifications respecting coverage as it deemed appropriate.

11. NOMINEE AS BARE TRUSTEE; DECLARATION OF TRUST

11.1 The Purchaser acknowledges that the registered title to the Property is held by the Nominee, as nominee and bare trustee for the Vendor to the extent of its undivided beneficial interest in the Property, and as nominee and bare trustee for others to the extent of their respective undivided beneficial interests in the Property, and that on completion of the transaction herein contemplated the Nominee will hold the registered title to the Property to the extent of the Purchaser's Land Interest as nominee and bare trustee for the Purchaser and others to the extent of their respective undivided beneficial interests in the Property.

11.2 The mailing address of the Nominee for receiving notices shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee may change its mailing address from time to time by giving notice in writing to that effect pursuant to the notice provisions contained in the Co-Owners Agreement.

11.3 The Nominee agrees to execute and deliver to the Purchaser a declaration of trust (the "**Declaration of Trust**") wherein it will confirm that, from and after the Closing Date, it is holding the title to the Property for and on behalf of the Purchaser, to the extent of the Purchaser's Land Interest, in the place and stead of the Vendor.

11.4 The Purchaser acknowledges that the registered title to the Property shall at all times be in the name of the Nominee.

12. NO RIGHT TO USE, OCCUPY OR ACCESS

12.1 The Purchaser agrees that it hereby waives all rights of use, occupation and rights of access to the Property, and any part thereof, in order to facilitate the future rezoning and ultimate subdivision and re-development of the Property, for the benefit of all Co-Owners. The provisions of this Section 12 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date.

13. CO-OWNERS AGREEMENT

13.1 The Purchaser agrees that concurrent with its execution and delivery of this Agreement, the Purchaser shall execute and deliver the agreement or a counterpart of the co-

owners agreement, a draft copy of which is annexed hereto as Schedule "C" (the "**Co-Owners Agreement**").

13.2 The Co-Owners Agreement shall govern, amongst other things, the following:

(a) the rights and obligations of the Purchaser, as owner and any other owners of undivided beneficial interests in the Property;

(b) any future sale, financing and/or development of the Property;

(c) procedures for consent and approvals by the Co-Owners (as such term is defined in the Co-Owners Agreement);

(d) appointing the Operator (as such term is defined in the Co-Owners Agreement) for and on behalf of the Co-Owners;

(e) the rights and obligations of the Operator of the Property;

(f) the obligation of the Nominee as registered holder of the title to the Property for an on behalf of the Co-Owners;

(g) the right to transfer or assign the Purchaser's Land Interest or any part thereof and the terms conditions to be satisfied with respect to any such assignment or transfer; and

(h) such other matters as are therein contained.

13.3 The Vendor shall not be obligated but shall have the right to retain an undivided beneficial interest in the Property to such extent as it may in its absolute discretion deem appropriate and thus be a co-owner thereof and with respect to such undivided beneficial interest it shall be subject to the terms of the Co-Owners Agreement and entitled to exercise the rights of a Co-Owner.

14. SUBDIVISION CONTROL PROVISIONS

14.1 The Vendor agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and this Agreement shall be effective to create an interest in the Property provided that the provisions of the *Planning Act* (Ontario) are complied with in connection with the transaction of sale and purchase of the Purchaser's Land Interest.

15. NO REPRESENTATIONS, WARRANTIES OR ADVICE

15.1 The Purchaser acknowledges that none of the Vendor, the Nominee, the Vendor's Agent nor anyone acting on its or their behalf has made any representations or warranties except as are expressly set forth in this Agreement or the Co-Owners Agreement, nor given any advice respecting the tax treatment relating to the purchase or disposition of the Purchaser's Land Interest or any part thereof or the Property, nor as to the timing of sale, rezoning or development of the Property nor with respect to any potential or anticipated profit to be derived or derivable from the Purchaser's Land Interest or the Property.

15.2 The Purchaser has been urged and advised to consult with the Purchaser's own respective advisors including legal and tax advisors, with respect to the purchase and other matters pertaining to the Property and the Purchaser's Land Interest and the Closing Documents.

LV II459-LV II508-35325

16. SOURCE OF FUNDS

16.1 The Purchaser hereby represents, warrants, confirms and acknowledges that the source of the Purchaser's funds:

(a) are not derived directly or indirectly from any crime;

(b) are not linked directly or indirectly to any terrorists or against anti terrorist laws;

(c) are not embargoed funds; and

(d) are not obtained in violation of any laws or seeking to escape or avoid any tax laws;

16.2 The Purchaser covenants that all payments and remittances shall strictly comply , at its own expense, with all regulatory or exchange control provisions in force on the Closing Date and applicable to this Agreement.

16.3 The provisions of this Section .16 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date.

17. NOTICES

17.1 All notices required hereunder shall be in writing and in the English language and may be served either personally upon the parties or by electronic transmission namely by fax or email addressed to the Parties at their respective last known addresses, fax number or email address.

18. HEIRS, ASSIGNS, ETC.

18.1 This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective heirs , administrators, executors, successors and permitted assigns; provided that, the Purchaser shall not be entitled to assign this Agreement or any of its rights hereunder without the prior written approval of the Vendor, which approval may be withheld in its absolute discretion.

19. SUPERCEDING AGREEMENT

19.1 This Agreement shall supercede any and all previous discussions, representations, agreements or understandings made by or on behalf of either of the parties hereto for or relating to the purchase and sale of the Purchaser's Land Interest.

20. SCHEDULES

20.1 Schedules "A", "B" and "C" annexed hereto form an integral part of this Agreement and shall be read together with this Agreement.

21. COUNTERPARTS

21.1 This Agreement may be executed in any number of counterparts and by original or facsimile signature with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement.

22. LAWS AND JURISDICTION-ONTARIO

22.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

23. CAPTIONS

23.1 The captions of the sections of this Agreement are for convenience only and do not amplify or limit in any way the provisions hereof.

24. EFFECT OF PARTIAL INVALIDITY ON THIS AGREEMENT

24.1 In the event that any provision of this Agreement is illegal, void or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

25. FACSIMILE DOCUMENTS

25.1 The parties agree to accept facsimile executed documents, including Closing Documents, as if they were originally signed documents.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SET OUT BELOW.

WITNESSED BY:

DATE OF EXECUTION: 2013-09-05

THE PURCHASER

CHIAKI HAYASHI
Print Name of Witness

HIRONORI KOBAYASHI
Print Name of Purchaser

✓ SIGNATURE OF WITNESS
Signature of Witness

SIGNATURE OF PURCHASER ★
Signature of Purchaser

Witness Identification Number

HST Number:

804960508RT0001

LV II459-LV II508-35325

✓

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DATE OF EXECUTION: 2013-11-1
THE VENDOR:
TSI-LV II INTERNATIONAL CANADA INC.

Per:

Name:
Title:
HST Number: 81566 6888 RT 0001

I/We have the authority to bind the Corporation.

DATE OF EXECUTION: 2013-11-1

THE NOMINEE:
LONDON VALLEY II INC.

Per:

Name:
Title:
I/We have the authority to bind the Corporation.

TSI INTERNATIONAL

SCHEDULE "A" – PURCHASER(S) PARTICULARS

Information Concerning Purchaser(s):

1. PURCHASER:

Full Name: HIRONORI KOBAYASHI

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: 413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Home Telephone: 81-776-27-5321 Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: hironori@kobird.co.jp

Country of Birth: JAPAN

The following have been provided to the Vendor:

(✓) Driver's Licence ( ) Passport ( ) Other_____

2. Second or additional person as Purchaser:

Full Name: _____

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: _____

Home Telephone: _____ Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: _____

Country of Birth: _____

The following have been provided to the Vendor:

( ) Driver's Licence ( ) Passport ( ) Other_____

SCHEDULE "B" – PROPERTY and NOMINEE

LEGAL DESCRIPTION OF PROPERTY

Lands and premises located on 6172 Colonel Talbot Road fronting on the East side of Colonel Talbot Road, in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lots 58 & 57 ETR as in 422573; EXCEPT Part 11, 33R2972 and Part 1, 33R8976; "Description in 422573 may not be acceptable in the Future" London/Westminster

REGISTERED HOLDER OF LEGAL TITLE TO PROPERTY

LONDON VALLEY II INC.

Office: 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3

Tel No: 1-905-602-7463

Fax No: 1-905-602-7460

SCHEDULE "C" – CO-OWNERS AGREEMENT

LV II459-LV II508-35325

UNIT IDENTIFICATION NO. LV II459-LV II508

CO-OWNERS AGREEMENT

LONDON VALLEY II INC.

THIS CO-OWNERS AGREEMENT is dated the 30TH day of August, 2012.

BETWEEN:

HIRONORI KOBAYASHI,

Identification:DRIVER'S LICENSE (528701029170)

Address:413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

(hereinafter referred to as the "**Purchaser**")

-and-

LONDON VALLEY II INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Nominee**")

-and-

TSI-LV II INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Vendor**")

-and-

LV II CAPITAL MANAGEMENT INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Operator**")

-and-

All other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of this Agreement

(hereinafter collectively referred to as the "**Co-Owners**")

WHEREAS:

1. Pursuant to a Sale and Purchase Agreement, the Vendor has sold to the Purchaser, and the Purchaser has purchased from the Vendor, an undivided beneficial interest in the Property;

2. The Nominee is the registered owner of the Property and has agreed to hold the Property as nominee and bare trustee for and on behalf of the Co-Owners from time to time;

3. Every purchaser of an undivided beneficial interest in the Property, every assignee of such purchaser, and every assignee of each such assignee, is required to execute and deliver a counterpart of this Agreement and shall be bound as a Co-Owner pursuant thereto; and

LV II459-LV II508-35325

4. This Agreement sets forth the provisions which govern the Co-Owners' ownership of undivided beneficial interests in the Property and any future sale, financing and/or development with the Property and their respective undivided beneficial interests therein.

NOW THEREFORE in consideration of the payment of the sum of One Dollar ($1.00) and other good and valuable consideration now paid by each party to the other, the receipt of which is hereby acknowledged, and of the premises and the mutual covenants herein contained, the parties hereto hereby covenant and agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall be deemed to have the following meanings:

(a) "**ASPE**" shall have the meaning ascribed thereto in Section 16 of this Agreement;

(b) "**Additional Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(c) "**this Agreement**", "**hereof**", "**herein**," "**hereunder**" and words to like effect, refer to this Co-Owners Agreement as a whole and not to any particular provision, as it may be amended, supplemented and/or restated from time to time;

(d) "**Business Day**" means any day of the week other than a Saturday, Sunday or a day which is a statutory holiday, in Ontario, Canada;

(e) "**Concept Planning Fund**" shall have the meaning ascribed thereto in Section 18 of this Agreement;

(f) "**Co-Owners**" means the owners from time to time of Interests and who have signed a counterpart of this Agreement, and shall include the Purchaser, as well as the Vendor to the extent that it retains any Interest, and "**Co-Owner**" means any of the Co-Owners;

(g) "**Co-Owners Record**" has the meaning ascribed thereto in Section 11 of this Agreement;

(h) "**CRA**" means the Canada Revenue Agency, established pursuant to the *Canada Revenue Agency Act*, S.C. 1999, c. 17, which administers tax laws of Canada, including under the *Income Tax Act*, for the Government of Canada;

(i) "**Declaration of Trust**" means the declaration of trust executed by the Nominee concurrently with the completion by a Co-Owner of the purchase from the Vendor of an Interest and pursuant to which the Nominee declares and confirms that it holds registered title to the Property in trust for and on behalf of such Co-Owner, to the extent of such Co-Owner's respective Interest. For greater certainty, "**Declaration of Trust**" includes the declaration of trust executed by the Nominee upon the completion by a Co-Owner of the Transfer of an Interest to a transferee in accordance with the provisions of this Agreement, and includes the declaration of trust executed by the Nominee in favour of the Vendor at the time of its acquisition of the Property;

(j) "**Designated Person**" shall have the meaning ascribed thereto in Section 10 of this Agreement;

LV II459-LV II508-35325

(k) "**Dispute**" shall have the meaning ascribed thereto in Section 31 of this Agreement;

(l) "***Excise Tax Act***" means the *Excise Tax Act* (Canada), as amended from time to time, including the regulations made pursuant thereto;

(m) "**HST**" means the harmonized sales tax payable pursuant to the *Excise Tax Act*, including the Province of Ontario's portion thereof;

(n) "***Income Tax Act***" means the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.), as amended from time to time, including the regulations made pursuant thereto;

(o) "**Initial Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(p) "**Interest**" means the undivided beneficial interest in the Property purchased by a Co-Owner pursuant to a Sale and Purchase Agreement, and includes any undivided beneficial interest in the Property continued to be owned by the Vendor, and "**Interests**" means every Interest;

(q) "***Land Transfer Tax Act***" means the *Land Transfer Tax Act*, R.S.O. c.L.6, as amended;

(r) "**LTT**" means the land transfer tax payable pursuant to the *Land Transfer Tax Act*;

(s) "**Net Income**" shall have the meaning attributed thereto in Section 6(j) of this Agreement;

(t) "**Notice Requisitioning an Ordinary Resolution**" shall have the meaning attributed thereto in Section 8 of this Agreement;

(u) "**Notice Requisitioning a Special Resolution**" shall have the meaning attributed thereto in Section 10 of this Agreement;

(v) "**Offer**" shall have the meaning attributed thereto in Section 19 of this Agreement;

(w) "**Operator**" means LV II Capital Management Inc., or the Designated Person that may be appointed as the Operator's replacement as determined in accordance with Section 10 of this Agreement;

(x) "**Ordinary Resolution**" means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 51% of the aggregate Interests in the Property;

(y) "**Planning Activities**" means the reports, plans, studies, audits, assessments, investigations, legal proceedings, procedures, filings, submissions, applications and/or any other actions taken or made in respect of or in furtherance of the rezoning of, or other land use planning matters related to, the Property;

(z) "**Property**" means the real property legally described on Schedule "1" annexed hereto;

(aa) "**Retained Interest**" shall have the meaning attributed thereto in Section 23 of this Agreement;

(bb) "**Sale and Purchase Agreement**" means the agreement of sale and purchase, or an agreement substantially in the form of the agreement of sale and purchase, entered into

LV II459-LV II508-35325

between the Vendor, as vendor, and each Co-Owner (other than the Vendor), as purchaser, pursuant to which each Co-Owner agreed to acquire its respective Interest in the Property. **"Sale and Purchase Agreements"** means every Sale and Purchase Agreement;

(cc) **"Special Resolution"** means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 85% of the aggregate Interests in the Property;

(dd) **"Transfer"** shall have the meaning ascribed thereto in Section 11 of this Agreement; and

(ee) **"Vendor"** means TSI-LV II International Canada Inc.

2. INTERPRETATION

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) the division of this Agreement into Articles, paragraphs, subparagraphs and schedules and the insertion of headings are provided for convenience only and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;

(b) all references to currency herein are references in Canadian dollars;

(c) any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto;

(d) any reference to an entity shall include and shall be deemed to be a reference to any entity that is a successor to such entity;

(e) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

3. TITLE

Legal title to the Property shall be held in the name of the Nominee, which shall hold such title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Vendor, to the extent of its Retained Interest, if any.)

4. MAILING ADDRESSES

The mailing address of the Nominee, the Vendor and the Operator shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee, the Vendor and/or the Operator may change its mailing address from time to time by giving notice in writing to that effect to all Co-Owners, pursuant to the notice provisions contained in this Agreement.

LV II459-LV II508-35325

5. REPRESENTATIONS AND WARRANTIES OF THE NOMINEE AND OPERATOR

(a) The Nominee represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite power, capacity and corporate authority to act as nominee and to perform its obligations under this Agreement;

(iii) it shall not carry on any business other than for the purposes set forth in this Agreement;

(iv) it holds and shall continue to hold legal title to the Property as nominee and bare trustee for and on behalf of each Co-Owner to the extent of each Co-Owner's Interest; and

(v) it shall only deal with the Property in the manner and as provided for in this Agreement.

(b) The Operator represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite capacity and corporate authority to act as Operator, and to perform its obligations under this Agreement; and

(iii) it shall comply with its obligations as provided for in this Agreement.

6. OPERATION AND MANAGEMENT OF THE PROPERTY

The Co-Owners hereby appoint the Operator and the Operator hereby accepts the appointment as the operator and manager of the Property and agrees to undertake such Planning Activities as the Operator may determine in its discretion, acting reasonably, are required to rezone the Property to such use or uses as the Operator shall determine, acting reasonably, and in the best interest of the Co-Owners. The Operator agrees to carry out such Planning Activities and to operate and manage the Property in good faith and in the best interest of the Co-Owners. The Operator agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and to proceed diligently to make all necessary applications to rezone the Property to such use or uses as the Operator shall determine, in its reasonable discretion, and to use its reasonable commercial efforts, at the cost and expense of the Co-Owners, with such costs to be defrayed out of the Concept Planning Fund initially, to obtain all necessary approvals and consents from applicable governmental authorities in connection therewith. Subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have such general powers and authority to administer, manage, control, operate, finance, refinance, develop, lease, grant easements and other rights in, under and over, the Property and to do any act, take any proceeding, make any decision and execute and deliver any instrument, deed, agreement, affidavit or document necessary for or incidental to any of the foregoing, for and on behalf and in the name of the Co-Owners, or as the Co-Owners may so direct by Special Resolution. No person dealing with the Operator

LV II459-LV II508-35325

will be required to enquire into the authority of the Operator to do any act, take any proceeding, make any decision or execute and deliver any instrument, deed, agreement or document for or on behalf or in the name of the Co-Owners.

Without limiting the generality of the foregoing provisions of this Section 6, but subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have the following specific powers and authorities without further authority or approval from the Co-Owners:

(a) to engage such professional advisers and consultants as the Operator considers advisable in order to perform its duties hereunder;

(b) to open and operate one or more bank accounts in its name, as agent for the Co-Owners in respect of the Property with a Canadian chartered bank or trust company, into which the Operator may deposit all rentals, if any, and other income earned from the Property (if any) (which for greater certainty shall not include the Concept Planning Fund), and out of which account(s) all expenses properly relating to the Property shall be paid, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of such funds to cover all such expenses;

(c) to execute, deliver and carry out all other agreements which require execution by or on behalf of the Co-Owners with respect to the Property, including without limitation, any agreements required by any governmental or statutory authority having jurisdiction over or with respect to the Property, development agreements, site plan agreements, cost sharing agreements, easements and rights of way;

(d) to enter into lease and/or tenancy arrangements in respect of the Property or any part thereof and to collect all rentals and other income therefrom, if any, provided that nothing herein shall constitute a guarantee by the Operator of the payment of any rent by tenants;

(e) to pay all taxes, fees and other expenses relating to the orderly maintenance and management of the Property out of the Concept Planning Fund, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of funds to cover all such expenses;

(f) to commence or to defend on behalf of the Co-Owners, the Nominee, or itself, any and all actions and other proceedings pertaining to the Property or to the Co-Owners;

(g) to determine the amount and type of insurance coverage, if any, to be maintained in order to protect the Property and the Co-Owners from all usual perils of the type covered in respect of comparable properties and in order to comply with the requirements of any lenders of funds;

(h) to retain, employ and pay and discharge on behalf of the Co-Owners all servants, employees, advisors, consultants and/or contractors necessary to be retained for the management and operation of the Property, including, without limitation, for matters relating to its rezoning and development;

(i) to contract on behalf of the Co-Owners for water, gas, electricity and other utility services and commodities, including cable and telephone services necessary for the development, operation and maintenance of the Property; and

LV II459-LV II508-35325

(j) to distribute the Net Income from the ownership, operation, use, financing, refinancing, and/or sale of the Property (if any) to each Co-Owner, proportionate to its respective Interest. For the purposes of this Agreement, "**Net Income**" shall mean the gross receipts (which, for greater certainty, shall not include the Concept Planning Fund) derived in any way from dealing with the Property, received by or on behalf of the Co-Owners from the ownership, operation, use, leasing, financing, refinancing, sale of, and/or development and/or any other dealing with of the Property, minus the aggregate of all proper expenses and charges incurred in connection therewith, calculated on an accrual basis, including:

(i) payment of principal and interest owing to mortgagees or other encumbrancers, or other lenders;

(ii) realty taxes, property tax assessments, charges or levies made by any duly constituted governmental or statutory authority, due and owing and secured by a right or apparent right to claim a lien or charge upon the Interests, or any of them, or the Property, and money due and owing from improvements to the Property secured by a lien or charge in favour of materialmen or workmen or trade contractors or other like persons or corporations upon the Interests, or any of them, or the Property;

(iii) all costs and expenses of any sale, financing or refinancing;

(iv) all development costs and expenses;

(v) all costs and expenses of operating, maintaining, leasing, managing, using, and/or developing the Property, and the costs and expenses of repair;

(vi) lighting, electricity and public utilities costs and expenses;

(vii) professional fees reasonably attributed to the Property, its operation, use, financing, refinancing, sale and/or development;

(viii) all other costs, expenses or disbursements which are properly attributable to the Property, except payments to the Co-Owners on account of capital or distribution of Net Income; and

(ix) reserves in such amount as deemed appropriate by the Operator from time to time, including without limitation for the purposes of replacement of major equipment, major renovations and repairs, leasehold improvements, marketing costs and any other reserves normally required for the prudent operation, use, financing, refinancing, sale and/or development of a like property.

Each Co-Owner shall have a proportionate beneficial interest in all of the gross cash receipts derived from the Property and shall be responsible for its proportionate share of the expenses and charges incurred in connection with the Property, in each case proportionate to its respective Interest. Each Co-Owner hereby irrevocably directs the Operator to pay its proportionate share of such expenses and charges out of its proportionate share of such gross cash receipts, as well as out of the Concept Planning Fund.

Each Co-Owner hereby confirms and acknowledges that neither the Operator nor any of its officers, directors, employees, advisors, consultants, agents or representatives has made any warranty or representation, or given any advice:

LV II459-LV II508-35325

(k) as to or in respect of the tax treatment of the purchase, disposition or holding of the Interest by a Co-Owner; or

(l) as to the timing of the rezoning or sale or development of the Property or the returns attainable by the Co-Owners upon a sale or lease of or other dealing with the Property.

Each Co-Owners acknowledges that he has been advised to seek his own independent legal and tax counsel prior to entering into a Sale and Purchase Agreement and this Agreement.

7. AUTHORITY TO WITHHOLD

The Operator is authorized to withhold any amounts required to be withheld from any distribution or other payment to a Co-Owner pursuant to the provisions of the *Income Tax Act* and to make payment of any such amount on behalf of a Co-Owner to the CRA, on account of taxes as may be required by law.

8. POWERS EXERCISABLE BY ORDINARY RESOLUTION

Notwithstanding anything to the contrary contained in this Agreement, the following powers shall only be exercisable by the Operator after an Ordinary Resolution is passed by the Co-Owners:

(a) approving the sale or exchange of all or any part of the Property (other than the sale of Interests by the Operator pursuant to Sale and Purchase Agreements);

(b) approving a proposal or plan to develop the Property;

(c) subject to Section 17, consenting to the amendment of this Agreement, provided that, no amendment to this Agreement shall impose or increase any financial or other obligations upon any of the Nominee of the Operator, or in any way adversely affect the Nominee or the Operator, without the prior written approval of the Nominee or the Operator, as the case may be;

(d) approving or ratifying the making of an Additional Advance by the Operator, in accordance with Section 18; or

(e) requiring that the financial statements for the Property be audited.

Other than a matter which under the terms of this Agreement requires a Special Resolution, the Operator may at any time and from time to time by notice in writing to all Co-Owners substantially in the form annexed hereto as Schedule "2" (the "**Notice Requisitioning an Ordinary Resolution**") request the Co-Owners to consider and approve any matter relating to the Property not requiring a Special Resolution. The Notice Requisitioning an Ordinary Resolution shall specify with reasonable detail the matter to be approved by the Co-Owners.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution. If the Operator fails to deliver such Notice Requisitioning an Ordinary Resolution within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or a group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the

LV II459-LV II508-35325

Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution which the Operator failed to deliver within the time provided in this Section 8 for the Operator to do so.

9. POWERS EXERCISABLE BY SPECIAL RESOLUTION

The following powers shall only be exercisable by Special Resolution passed by the Co-Owners:

(a) terminating the appointment of the Operator and appointing a new Operator from time to time, in accordance with the provisions of Section 10;

(b) instituting or continuing an action or suit against the Operator for damages based upon the fraud or gross negligence of the Operator in the performance of its obligations under this Agreement;

(c) requiring the Operator to remove the incumbent independent firm of chartered accountants qualified in Canada appointed pursuant to Section 16 and requiring the Operator to appoint a replacement; or

(d) apppointing a replacement for the Nominee in the event that the Nominee should be wound up or dissolved or be declared a bankrupt, such replacement to hold legal title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Operator if it retains any Retained Interest.)

10. CONTROL AND AUTHORITY VESTS WITH CO-OWNERS

The Co-Owners may by Special Resolution terminate and remove the Operator (in its capacity as Operator and not as a Co-Owner)and appoint a new Operator in its place and stead. Such new Operator shall be bound by all of the terms of this Agreement and shall execute an agreement confirming that it is bound under this Agreement as if it was an original signatory thereto.

Upon termination, the Operator terminated shall forthwith upon request of the person designated in the Special Resolution as the replacement Operator (the "**Designated Person**") do the following:

(a) deliver all agreements, documents, instruments, books and records and writings relating to the Property in its possession to the Designated Person, including, without limitation, the Co-Owners Record;

(b) execute and deliver such consents, acknowledgements and assignments pertaining to the Property and any Planning Activities as the Designated Person may require;

(c) cause its representatives on the board of directors of the Nominee to execute resignations as directors and officers forthwith after being required to do so by the Designated Person, provided the Nominee shall continue to indemnify such directors and officers in accordance with its by-laws in existence at the date hereof;

(d) execute and deliver a release in form and content satisfactory to the Designated Person, acting reasonably, releasing the Nominee and the Co-Owners from any liability, provided that: (i) the release by the Operator shall not release the Co-Owners from their obligation to continue to indemnify the Operator pursuant to Section 21 hereof; and (ii) the

LV II459-LV II508-35325

Operator receives a release in form and content satisfactory to the Operator, acting reasonably, executed by the Nominee and by the Designated Person for and on behalf of itself and each of the Co-Owners, releasing the Operator from any liability, and the Co-Owners expressly acknowledge and agree that the Designated Person shall have the power and authority to deliver such release, without any further approval or authorization required from the Co-Owners;

(e) do all things necessary and execute all necessary documents to effect the change of shareholders of the Nominee as directed by the Designated Person; and

(f) otherwise co-operate and assist to carrying out and giving effect to each of the actions set out in Section 10(a), (b), (c), (d) and (e) above.

The Operator may at any time and from time to time by notice in writing, substantially in the form annexed hereto as Schedule "3" (the "**Notice Requisitioning a Special Resolution**") to all Co-Owners, request the Co-Owners to consider and approve any matter relating to the Property requiring a Special Resolution pursuant to the terms of this Agreement. The Notice Requisitioning a Special Resolution shall specify with reasonable detail the matter to be considered and approved by Special Resolution.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning a Special Resolution with respect to any matter relating to the Property, including any matter requiring a Special Resolution pursuant to this Agreement. If the Operator fails to deliver such Notice Requisitioning a Special Meeting within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the Notice Requisitioning a Special Resolution which the Operator failed to deliver within the time provided in this Section 10 for the Operator to do so.

11. CO-OWNERS RECORD AND TRANSFERS OF INTEREST

The Operator shall record and at all times maintain and keep up to date a record of the names, addresses and other contact information for the Co-Owners, and the Interest held by each of the Co-Owners as well as particulars of any Transfer of Interests (collectively, the "**Co-Owners Record**").

No Co-Owner shall sell, transfer, assign, mortgage, pledge, grant a security interest or otherwise encumber or dispose of its Interest in the Property (each, a "**Transfer**"), except in compliance with any applicable requirements of the *Securities Act* (Ontario) and any other applicable legislation and otherwise in accordance with the provisions of this Agreement, if and to the extent required.

A Co-Owner may Transfer an Interest or part thereof provided that such Co-Owner complies and satisfies each of the following conditions:

(a) the transferor first delivers to the Operator an original or notarial copy of the executed document or instrument effecting the Transfer which shall be in such form as may be acceptable to the Operator, acting reasonably;

(b) the transferee agrees in writing and in such form as may be acceptable to the Operator, to be bound by the terms of this Agreement and upon completion of the Transfer to

LV II459-LV II508-35325

assume the obligations of the transferor under this Agreement in respect of the Interest subject to the Transfer;

(c) the transferor delivers or causes to be delivered to the Operator a direction addressed to both the Nominee and the Operator, in form and substance satisfactory to the Operator and the Nominee, directing the Nominee to execute and deliver a Declaration of Trust for the Interest subject to the Transfer in favour of the transferee;

(d) the transferee pays such costs, expenses and disbursements, including legal fees, as are reasonably incurred by the Operator by reason of the Transfer;

(e) the transferee pays all applicable HST pursuant to the *Excise Tax Act*, and all applicable LTT pursuant to the *Land Transfer Tax Act*, and makes or causes to be made any and all necessary filings, payments and remittances within the time periods required therefor under the provisions of the *Excise Tax Act* and the *Land Transfer Tax Act* and the respective regulations thereunder;

(f) the transferor either provides the transferee with evidence reasonably satisfactory to the transferee that the transferring Co-Owner is not then a "non-resident" of Canada within the meaning of the *Income Tax Act* or provide the transferee with a certificate pursuant to subsection 116(2) of the *Income Tax Act* with a certificate limit in an amount not less than the purchase price for the Interest subject to the Transfer; provided that if such evidence or certificate is not forthcoming, the transferee shall be entitled to make the payment of tax required under section 116 of the *Income Tax Act* and to deduct such payment from the purchase price for the Interest subject to the Transfer;

(g) the transferee executes and delivers to the Operator a counterpart of the Agreement; and

(h) the transferor provides such other documents, agreements, acknowledgements and confirmations as may be required by the Operator or by law (including compliance by the transferring Co-Owner with the provisions of the *Securities Act* (Ontario) if and to the extent applicable).

When a transferee of an Interest is entitled to become a Co-Owner pursuant to the provisions hereof, the Operator will:

(i) record a Transfer of the Interest; and

(j) forward a Declaration of Trust to the transferee in respect of the Interest so transferred.

For the avoidance of doubt, a Transfer by Co-Owner may include a transfer into trust, in which case the terms "sale and purchase agreement", "Purchaser", "purchase", "purchased", and "sale", wherever such terms appear in this Agreement, shall be read so as to recognize that such Transfer is not a purchase and sale transaction between a Co-Owner and a purchaser but a transaction in the nature of a transfer into trust by the transferring Co-Owner to a trustee. Nothing in this Section 11 shall be construed to affect the provisions of Section 12 of this Agreement.

12. OPERATOR NOT BOUND TO SEE TO TRUST OR EQUITY

Other than pursuant to the terms of the Declaration of Trust, the Operator shall not be bound to see to the execution of any trust, express, implied or constructive, or any charge, pledge or equity to which any Interest is subject, or to ascertain or inquire whether any sale or transfer of any such Interest by any Co-Owner or by his personal representatives is authorized by such trust, charge, pledge or equity, or to recognize any person having any interest therein except for the person or persons recorded by the Operator as the Co-Owner.

LV II459-LV II508-35325

13. INCAPACITY, DEATH, INSOLVENCY OR BANKRUPTCY

Where a person becomes entitled to an Interest by incapacity, death, insolvency or bankruptcy of a Co-Owner or otherwise by operation of law, in addition to the requirements of Section 11 hereof, that person will not be recorded as or become a Co-Owner until:

(a) he produces evidence satisfactory to the Operator of such entitlement; and

(b) he has delivered such other evidence, approvals and consents in respect of such entitlement as the Operator may require and as may be required by applicable law or by this Agreement.

14. DECLARATIONS OF TRUST

A separate Declaration of Trust shall be executed and delivered by the Nominee to each Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of a Co-Owner to the extent of the Co-Owner's Interest. Provided that the Transfer of an Interest has been effected in accordance with the provisions of Section 11 of this Agreement, a separate Declaration of Trust shall be executed and delivered by the Nominee to each transferee Co-Owner of an Interest from a transferring Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of the transferee Co-Owner to the extent of such Co-Owner's Interest.

15. LOST DECLARATIONS OF TRUST

Where a Co-Owner by notice in writing advises the Operator that the Declaration of Trust with respect to such Co-Owner's Interest has been defaced, lost or destroyed or wrongly taken, the Operator may cause a new Declaration of Trust to be issued, provided that the Co-Owner files with the Operator an indemnity in such form as is satisfactory to the Operator to indemnify the Operator, the Nominee and the other Co-Owners from any loss, cost, liability or damages that it or they may incur or suffer by complying with the request to issue a new Declaration of Trust, and provided further that the Co-Owner satisfies all other reasonable requirements of the Operator, including delivery of a form of proof of loss.

16. BOOKS AND RECORDS AND FINANCIAL REPORTS

The Operator will keep or cause to be kept on behalf of the Co-Owners at the Operator's principal place of business in Ontario:

(a) full and accurate books of account and records of all financial transactions relating to the Property including, without limitations, the receipts and expenditures relating to the Property and the Concept Planning Fund;

(b) the Co-Owners Record setting out the name and address of each Co-Owner; and

(c) copies this Agreement and all counterparts.

At any time upon 10 Business Days written notice to the Operator a Co-Owner may request the Operator to examine any of the documents noted in clauses (a) and (b) above at the office of the Operator and may take copies thereof provided that such requesting Co-Owner pays the reasonable cost to the Operator for making such copies, provided further that any such requesting Co-Owner shall have first provided an affidavit and undertaking, in form and substance satisfactory to the Operator, acting reasonably, duly sworn before a notary public or other individual authorized to administer oaths in the jurisdiction of residence of the

LV II459-LV II508-35325

Purchaser, stating: (aa) the name and address of such requesting Co-Owner, and that the Co-Owner is a Co-Owner; (bb) that the Co-Owners Record shall not be used by the requesting Co-Owner or any other person except in connection with a *bona fide* effort to influence the voting by Co-Owners on an Ordinary Resolution or a Special Resolution; (ccc) that the information so provided is subject to applicable privacy rules and regulations; (ddd) that none of the information provided pursuant to clause (a) above shall be disclosed by or on behalf of the requesting Co-Owner to any person who is not a Co-Owner, that such information is proprietary to the Operator and the Co-Owners, and that its disclosure could cause irreparable harm to the other Co-Owners and the Operator; (eee) that the requesting Co-Owner will not, directly or indirectly, offer for sale or purchase, or otherwise traffic in, a list or copy of a list of the Co-Owners or any information contained in the Co-Owners Record; (fff) the requesting Co-Owner acknowledges and agrees that in the event of a breach of any of the covenants, provisions and restrictions in affidavit, the Co-Owners' and Operator's remedy in the form of monetary damages may be inadequate and that the Operator, for itself and on behalf of the other Co-Owners, shall be authorized and entitled, in addition to all other rights and remedies available to it and them, to apply for and obtain from any court of competent jurisdiction interim and permanent injunctive relief and an accounting of all profits and benefits arising out of such breach; and (ggg) that the requesting Co-Owner shall indemnify and hold harmless the Operator and the Nominee and the other Co-Owners from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee or the other Co-Owners by reason of any breach by such requesting Co-Owner of any of the covenants, provisions and restrictions contained in the affidavit.

The Operator shall provide or cause to be provided to each Co-Owner not later than 120 days after the end of each calendar year, financial statements showing the financial results for the Property for such calendar year. The Operator shall retain, at the expense of the Co-Owners, an independent firm of chartered accountants qualified in Canada to prepare such financial statements. Such financial statements shall contain a balance sheet, and a statement of cash flows and shall be prepared in accordance with Canadian accounting standards for private enterprises ("**ASPE**") applicable to the real estate industry in Canada and applied on a consistent basis from year to year. The financial statements shall not be required to be audited unless the Co-Owners by Ordinary Resolution require audited financial statements. For greater certainty, the funds in the Concept Planning Fund are hereby recognized as being the funds of the Operator, not of the Co-Owners.

17. AMENDMENT OF AGREEMENT

This Agreement may be amended in writing on the initiative of the Operator with the consent of the Co-Owners given by Ordinary Resolution. Notwithstanding the foregoing, the Operator may, without any prior notice to or consent from the Co-Owners amend any provision of this Agreement from time to time:

(a) to cure an ambiguity or to correct or supplement any provision contained herein which, in the reasonable opinion of the Operator, may be defective or inconsistent with any other provision contained herein, and with respect to which the cure, correction or supplemental provision does not and will not adversely affect the Interests of the Co-Owners; or

(b) to make such other provisions in regard to matters or issues relating to or arising under this Agreement which, in the reasonable opinion of the Operator, do not and will not adversely affect the Interests of the Co-Owners.

LV II459-LV II508-35325

The Operator agrees to inform the Co-Owners by written notice within 60 days following the effective date of an amendment to this Agreement and provide copies of the amending agreement within the said 60 days.

18. PLANNING ACTIVITIES AND CONCEPT PLANNING FUND

As agent for the Vendor, the Operator shall deposit an amount equivalent to the Concept Planning Fund Contribution (as such term is defined in each Sale and Purchase Agreement) received by the Vendor under every completed Sale and Purchase Agreement into a single, segregated account (the "**Concept Planning Fund**") to be in the name of the Operator and to be used by the Operator solely for the purpose of paying the costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities, and those costs and expenses enumerated in Section 6(j) of this Agreement.

The Concept Planning Fund is intended to be a deposit account. Each Co-Owner's respective proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Co-Owner following completion of the sale of the Property. Each Co-Owner's share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of this Agreement) will be paid by the Co-Owner and deducted from his proportionate share of any sale proceeds receivable by him, if and when the Property is sold or otherwise disposed of. Each Co-Owner hereby irrevocably authorizes and directs the Operator to withhold from his proportionate share of any amounts otherwise receivable by it under this Agreement the amount of any such shortfall, and to pay such amount to the Operator.

The Operator shall keep proper and accurate records and details of all expenses paid out of the Concept Planning Fund, and at the request of the Vendor, provide access to the Vendor's representatives to such records and details of expenses to permit the Vendor to satisfy itself that such expenses were paid in accordance with the provisions of this Agreement.

The Operator shall prepare, perform and take or cause to be prepared, performed and taken all Planning Activities as it determines in its reasonable discretion are necessary for and on behalf of the Co-Owners including, without limitation, the following:

(a) surveys and concept plans in connection with the rezoning of the Property;

(b) in the reasonble discretion of the Operator, engage all consultants and professionals including, without limitation, legal counsel with respect to rezoning of the Property or any other Planning Activities;

(c) enter into or request the Nominee to enter into and deliver any documents, consent, acknowledgements or agreements including, without limitation, easements, rights in the nature of an easement, transfers, undertakings, applications, appeals and/or any other similar or related agreements or documents which may be required in the reasonable discretion of the Operator in connection with the Planning Activities;

(d) pay for all costs and expenses associated with Planning Activities, municipal property taxes and the cost of maintaining the Property, out of the Concept Planning Fund, and if insufficient, out of additional funds provided by the Co-Owners; and

(e) keep detailed records and accounts for or pertaining to the Planning Activities.

If the amount set aside in the Concept Planning Fund is not sufficient to defray all costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities and those costs and expenses enumerated in Section 6(j) of this Agreement, the Operator, in the exercise of its absolute discretion, and without the approval of the Co-Owners, may advance to the Co-Owners an amount or amounts on account of such shortfall to a maximum of 5% of the aggregate purchase prices paid by all Co-Owners for their respective Interests(collectively, the "**Initial Advance**"). The Initial Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance made to the Co-Owners out of the proceeds of the sale of the Property.

If the cost of Planning Activities exceeds the combination of the Concept Planning Fund and the Initial Advance, the Operator, as it deems necessary in the exercise of its absolute discretion but subject to the approval of the Co-Owners by way of an Ordinary Resolution, may advance to the Co-Owners additional amounts as may be required for such purposes (collectively, the "**Additional Advance**"). The Additional Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, after repayment of the Initial Advance, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance and the Additional Advance made to the Co-Owners out of the proceeds of the sale of the Property.

19. SALE OF THE PROPERTY

Any offer to purchase the Property received by the Operator or the Nominee, which the Operator deems acceptable (the "**Offer**") shall be presented to all of the Co-Owners for consideration and if approved by an Ordinary Resolution such Offer shall be accepted by the Nominee and such acceptance shall be binding upon all of the Co-Owners. Any sale of the Property by the Nominee resulting from an Offer the acceptance of which was approved by an Ordinary Resolution of the Co-Owners shall be deemed to include the sale by the Co-Owners of the Interests.

The Co-Owners hereby agree that Operator shall have the right, exercisable by notice in writing to the Co-Owners within 30 days after the Co-Owners have passed an Ordinary Resolution to accept the Offer, to purchase the Property at the same price and on the same terms and conditions as are contained in the Offer approved by Ordinary Resolution of the Co-Owners.

If the Operator fails to provide the notice exercising its right to purchase the Property on the same terms and conditions as are contained in the Offer within the said 30 days, then the Nominee shall accept the Offer and complete the transaction with the party that made the Offer the acceptance of which was approved by Ordinary Resolution of the Co-Owners.

20. HST AND LTT

Each of the Co-Owners hereby authorizes the Operator to make any and all filings, payments and/or remittances for HST with respect to the purchase by each Co-Owner of his respective Interest and any other payments of HST applicable to the services provided to the Nominee or in respect of the Property or the Interest of a Co-Owner.

Each Co-Owners hereby authorizes the Operator to carry out any HST reporting or filing obligations that are required in respect of the Interests or the Property. Such authority shall

LV II459-LV II508-35325

include the execution of any documents that have to be or which may be advisable to be executed under the *Excise Tax Act*. The Operator shall to the extent required under the *Excise Tax Act* make and satisfy all filing and reporting obligations of a Co-Owner with respect to the Interest of the Co-Owner and shall provide each Co-Owner with copies of such filings and reports.

Each of the Co-Owners hereby authorizes the Operator to make any and all filings payments and/or remittances, from funds provided by the Co-Owner, relating to LTT arising from the purchase by each Co-Owner from the Vendor of his respective Interest in the Property. For greater certainty, each of the Co-Owners hereby authorizes the Operator on behalf of the Co-Owner and with the Co-Owner's funds to make any and all payments, remittances and filings under the provisions of the *Land Transfer Tax Act* relating to LTT and within the time period required therefor under the *Land Transfer Tax Act*, arising from the acquisition and/or ownership of the Interest. The Operator shall provide each Co-Owner with copies of such filings and evidence of the payments and remittances upon the written request of a Co-Owner.

21. POWER OF ATTORNEY

Each Co-Owner hereby nominates, constitutes and appoints each of the Operator and the Nominee, acting alone or together, with full power of substitution, as his true and lawful attorney and agent with full power and authority in his name, place and stead, for his use and benefit, to do the following, as fully and effectually as the Co-Owner could do if personally performed including, without limitation:

(a) execute and deliver all such documents or instruments on behalf of and in the name of the Co-Owners, or any of them, as may be deemed necessary by the Operator to carry out fully the provisions of this Agreement in accordance with its terms;

(b) execute, swear to, acknowledge, deliver, file and/or remit to or with the Ministry of Finance (Ontario) pursuant to the *Land Transfer Tax Act*, as amended, all necessary returns and payment or remittances in connection with the acquisition by the Co-Owners of their respective Interests in the Property;

(c) execute, acknowledge, deliver and file and/or remit to or with the CRA, all necessary instruments, declarations, certificates and other documents, and remittances relating to HST;

(d) execute, acknowledge, deliver and file as and where required any election made pursuant to subsection 273(1) of the *Excise Tax Act* as contemplated in each Purchase Agreement;

(e) execute and deliver all conveyances, agreements, documents and other instruments pertaining to the sale, development, redevelopment, financing, refinancing or leasing of the Property as the Operator determines in its sole discretion is in the best interests of the Co-Owners, and as permitted by this Agreement or authorized by Ordinary Resolution or Special Resolution of the Co-Owners; and

(f) execute, acknowledge, deliver and file any and all CRA non-resident personal income tax returns.

Each Co-Owner acknowledges and confirms that the power of attorney granted herein is made pursuant to the *Powers of Attorney Act* (Ontario) and is a power coupled with an interest, will survive the death, disability or other legal incapacity of the Co-Owner and will survive the assignment (to the extent of the Co-Owner's obligations hereunder) by the Co-Owner of the whole or any part of his Interest and extends to the heirs, executors, administrators, successors

LV II459-LV II508-35325

and assigns of the Co-Owner and may be exercised by the Operator or the Nominee, acting alone or together, executing on behalf of the Co-Owners, or any of them, any instrument, by listing all of the Co-Owners to be bound by such instrument with a single signature as attorney and agent for all of them, or otherwise. Each of the Co-Owners agrees to be bound by any representations and actions made or taken in good faith and in accordance with the terms of this Agreement by the Nominee and/or the Operator pursuant to such power of attorney in accordance with the terms hereof and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the Nominee or the Operator taken in good faith under such power of attorney. The Operator shall, at the written request of a Co-Owner, provide such Co-Owner with copies of any of the documents or instruments executed, sworn, delivered, acknowledged or remitted by the Operator for and on behalf of that Co-Owner only under the power of attorney provided for in this Section 21.

22. INDEMNIFICATION

Each of the Co-Owners hereby agrees, severally and not jointly or jointly and severally, to indemnify and hold harmless the Operator and the Nominee from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee, or by any one or more attorneys appointed by it or them under the power to substitute pursuant to the power of attorney provision contained in Section 21 above, by reason of acts, omissions or alleged acts or omissions arising out of the activities of the Operator or the Nominee on behalf of the Co-Owners or in furtherance of the Interests of the Co-Owners but only if the acts, omissions or the alleged acts or omissions in respect of which any actual or threatened action, proceeding or claim are based, were performed in good faith and in accordance with the Agreement.

23. VENDOR'S RIGHT TO RETAIN AN INTEREST

The Co-Owners acknowledge and agree that the Vendor has the right, but not the obligation, to retain an undivided beneficial Interest in the Property (a "**Retained Interest**"), to whatever extent it wishes, and the Vendor to the extent of any such Retained Interest shall for the purposes of this Agreement be a Co-Owner and be deemed to be bound by this Agreement. The Vendor may at any time and from time to time Transfer and assign all or any part of such Retained Interest to any person or persons it deems appropriate and upon such Transfer or assignment, the assignee or transferee thereof shall execute a counterpart of this Agreement and shall be a Co-Owner to the extent of the Retained Interest so transferred or assigned.

24. COMPETING INTERESTS

Each of the Co-Owners and the Operator is entitled, without the consent of any of the others of them, to own property and to carry on any business or activity whatsoever, whether of the same or different nature as that owned by or carried on by any of them, and whether or not in competition with the Interests, the Property or any activity carried on by any of them, and neither any Co-Owner nor the Operator shall be liable to account to any of the other of them.

25. NOTICES

Any notice or communication required or permitted to be given to the Nominee, the Vendor, the Operator or the Co-Owners hereunder shall be in writing and shall be given by delivery or by mailing to same to be addressed as follows:

(a) To the Nominee, the Vendor or the Operator, at its respective mailing address provided in Section 4 above.

LV II459-LV II508-35325

(b) To each Co-Owner at his last address shown on the Co-Owners Record maintained by the Operator.

Any notice or communication delivered as aforesaid shall be in the English language but may be accompanied by an unofficial translation and shall be deemed to have been given to the addressee on the day of delivery, if delivered by courier or, if mailed as aforesaid, shall be deemed to have been given to the addressee on the 10th Business Day following the mailing of such notice, provided that, for such purposes, no day during which there shall be a strike or other occurrence which shall interfere with normal mail services shall be considered a Business Day. If delivery of any notice or communication is made via fax, delivery shall be deemed to have been made on the day following the sending of the fax unless such day is not a Business Day, in which case delivery shall be deemed to have been made on the next Business Day.

26. FURTHER ACTS

The parties hereto agree to execute and deliver such further and other documents and to perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

27. BINDING EFFECT

Subject to the restrictions on Transfers herein contained, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and permitted assigns.

28. SEVERABILITY

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts, by original or facsimile signature, with the same affect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same agreement.

30. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, in the Country of Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

31. DISPUTE RESOLUTION

Any disputes, claims, disagreements, differences, (including, without limitation, interpretation, performance and enforcement) (collectively the "**Dispute**") that may arise between the Co-Owners or any of them and/or the Operator and/or the Nominee relating in any manner to this Agreement, the Property, or the Interests or any of them, shall attempted to be resolved by mediation and if such mediation is not successful, then by arbitration.

LV II459-LV II508-35325

Upon written demand of the Nominee, the Operator or the Co-Owners or any them and within 10 days after such demand, the parties shall attempt to appoint a mediator. If within such period of time they are unable to agree on a mediator, the Dispute shall be resolved by arbitration. If the parties to the Dispute are unable to agree upon a single arbitrator within 10 days after a demand has been made by any party to the Dispute to appoint a single arbitrator then, any party to the Dispute may apply, to a Justice of the Superior Court of Justice sitting in the City of Toronto, in the Province of Ontario, Canada for the appointment of an arbitrator.

The arbitration shall proceed in accordance with the provisions of the *Arbitration Act*, 1991 (Ontario) and any amendments or successor legislation thereto, which provisions shall apply *mutatis mutandis*. The arbitrator shall have the power to determine the procedure for the arbitration and to deliver his or her award notwithstanding the default by any party in respect of any procedural order made by the arbitrator.

The arbitrator shall proceed immediately to hear and determine the Dispute. The award of the arbitrator shall be made within 30 days after the appointment of the arbitrator, subject to any reasonable delay due to unforeseen circumstances. The award of the arbitrator shall be in writing and signed by the arbitrator, and shall be final and binding on the parties to the Dispute, not subject to any appeal, and the parties to the Dispute shall abide by the award and perform the terms and conditions thereof. The arbitration award shall deal with the costs of arbitration and all matters related thereto including the arbitrator's fees and expenses. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Unless otherwise mutually agreed, any mediation or arbitration of a Dispute shall take place in the Municipality of Metropolitan Toronto, in the Province of Ontario, in the Country of Canada.

32. NO INTENTION TO CREATE A PARTNERSHIP

The Co-Owners acknowledge, agree and declare that the entering into of this Agreement does not, and is not intended to, create a partnership, for any purpose. The Co-Owners further agree that nothing herein is to be construed as a limitation of the powers or rights of any Co-Owner to carry on its separate respective activities. Except for the Operator as contemplated in this Agreement, none of the Co-Owners shall have the right to bind any of the other Co-Owners, transact any business in any of the other Co-Owners names or on their behalf or incur any liability for or on behalf of any of the other Co-Owners. The Co-Owners agree that they shall each report their income or loss arising from the ownership of their Interests, for both accounting and income tax purposes, and to the applicable taxing authorities, as co-venture parties independent of one another, and not as partners in a partnership.

33. NO RIGHT TO PARTITION, ETC.

Each of the Co-Owners, by becoming a party to this Agreement, agrees and will be deemed to have agreed that he will not seek any remedy or right for the termination of this Agreement which would otherwise be available at law or in equity or for the termination of the co-ownership of the Property or which would otherwise be available pursuant to the *Partition Act*, R.S.O. 1980, c. 369,) and any amendments or successor legislation thereto, and each such Co-Owner shall be forever estopped from asserting otherwise and from seeking such remedy or right. In the event of any breach of the provisions of this Section 33 by a Co-Owner, the other Co-Owners and the Operator shall, in addition to all rights and remedies at law or in equity to which it is or they are otherwise entitled, be entitled to a decree or order

LV II459-LV II508-35325

perpetually restraining and enjoining such partition, application, action or other proceeding, and the first-mentioned Co-Owner shall not plead in defence thereto that there would be an adequate remedy at law, it being acknowledged by all the parties hereto that the injury and damages flowing from any such breach would be impossible to measure monetarily.

34. TIME

Time shall be of the essence of this Agreement.

35. REFERENCE DATE

This Agreement is dated for reference as of the 30TH day of August, 2012.

IN WITNESS WHEREOF this Agreement is executed with effect as of the day and year first above written.

EXECUTED this 5TH day of SEPTEMBER 2013 with effect as of the day and year first above written.

CO-OWNER

WITNESS

✓ SIGNATURE OF WITNESS

Signature of Witness

Print: CHIAKI HAYASHI

SIGNATURE OF CO-OWNER ★

Signature of Co-Owner

Print: HIRONORI KOBAYASHI

LV II459-LV II508-35325

EXECUTED this 1ST day of NOVEMBER, 2013 with effect as of the day and year first above written.

LONDON VALLEY II INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

EXECUTED this 1ST day of NOVEMBER, 2013 with effect as of the day and year first above written.

TSI-LV II INTERNATIONAL CANADA INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

LV II CAPITAL MANAGEMENT INC.

EXECUTED this 1ST day of NOVEMBER, 2013 with effect as of the day and year first above written.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

SCHEDULE "1"

Legal Description of Property

Lands and premises located on 6172 Colonel Talbot Road fronting on the East side of Colonel Talbot Road, in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lots 58 & 57 ETR as in 422573; EXCEPT Part 11, 33R2972 and Part 1, 33R8976; "Description in 422573 may not be acceptable in the Future" London/Westminster

LV II459-LV II508-35325

SCHEDULE "2"

NOTICE OF REQUISITION OF ORDINARY RESOLUTION

By Co-Owners

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____, 201_ .

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: HIRONORI KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV II459-LV II508

By Operator

NOTICE IS HEREBY GIVEN that the undersigned requests the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned signed to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____ , 201__.

LV II CAPITAL MANAGEMENT INC.

Per: _____

Name:
Title:
I have authority to bind the Corporation.

Appendix 1

FORM OF ORDINARY RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____ , 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: HIRONORI KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV II459-LV II508

Identification No. _____

SCHEDULE "3"

NOTICE OF REQUISITION OF SPECIAL RESOLUTION

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners to approve the Special Resolution attached hereto as Appendix I **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Special Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Special Resolution.

Dated the _____ day of _____, 201__.

Witness		**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: HIRONORI KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV II459-LV II508

Identification No. _____

Appendix I

FORM OF SPECIAL RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____, 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: HIRONORI KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV II459-LV II508

Identification No. _____

DECLARATION OF TRUST

Cert. No. LV_II_JP_08fc80de8121419136e443a70489c123

Interest: 50/620TH

ID. 35325 UDI. LV II459-LV II508

This is to certify that HIRONORI KOBAYASHI is the owner of an undivided beneficial 50/620TH interest (the "Interest") in the real property located on 6172 Colonel Talbot Road fronting on the East side of Colonel Talbot Road, in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lots 58 & 57 ETR as in 422573; EXCEPT Part 11, 33R2972 and Part 1, 33R8976; "Description in 422573 may not be acceptable in the Future" London/ Westminster (the "Property") and that London Valley II Inc., as the registered holder of title to the Property, declares and acknowledges that it is holding title to the Property in trust for and on behalf of HIRONORI KOBAYASHI, to the extent of the Interest.

Reference is made to the co-owners agreement (the "Agreement") dated for reference as of the 30TH day of August, 2012 among the owner of the Interest named in the within Declaration of Trust, London Valley II Inc. TSI-LV II International Canada Inc., LV II Capital Management Inc. and all other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of the Agreement. The Agreement provides for certain rights and obligations of the owners of undivided beneficial interest in the Property.

This Declaration of Trust and the Interest represented hereby are not transferable by delivery but only by the registered holder hereof, or by his agent duly authorized in writing, upon compliance with the provisions of the Agreement, including delivery to TSI-LV II International Canada Inc. at its principal office in Mississauga, Ontario, of this Declaration of Trust together with a duly executed transfer of beneficial interest in the form required by TSI-LV II International Canada Inc.

IN WITNESS WHEREOF London Valley II Inc. and TSI-LV II International Canada Inc. have caused this Declaration of Trust to be signed by its duly authorized officers this 1ST day of NOVEMBER 2013.

LONDON VALLEY II INC.

Per: _____

Name:

Title:

I/We have authority to bind the Corporation

TSI-LV II INTERNATIONAL CANADA INC.

Per: _____

Name:

Title:

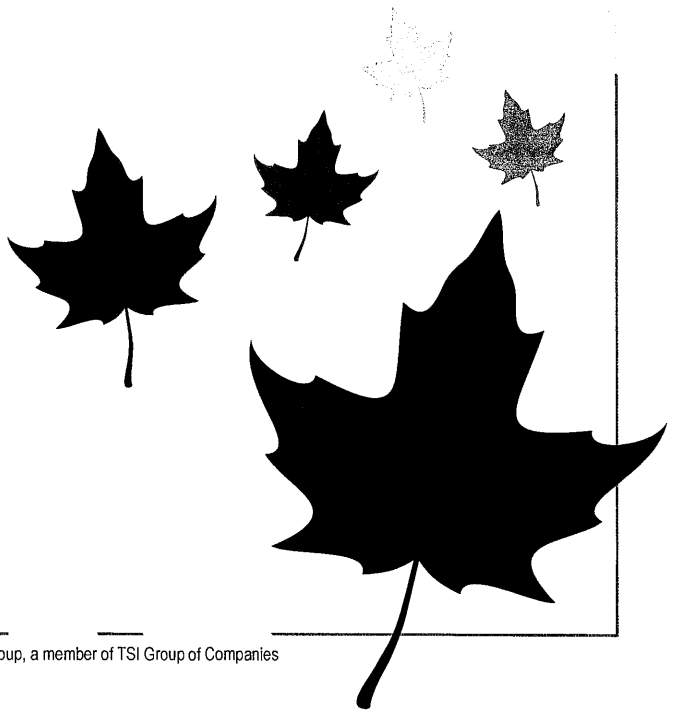
I/We have authority to bind the Corporation

JP 35322#
10/7/2013

TSI INTERNATIONAL

LONDON VALLEY II INC.

MIZUE FUKIAGE



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UNIT IDENTIFICATION NO. LV II409-LV II458

AGREEMENT OF SALE AND PURCHASE dated the 5TH day of SEPTEMBER, 2013.

BETWEEN

MIZUE FUKIAGE,

Identification: DRIVER'S LICENSE (528500942092)

Address: 501 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Phone Number: 81-776-28-6655

(hereinafter referred to as the "**Purchaser**")

-and-

TSI-LV II INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario,

(hereinafter referred to as the "**Vendor**");

-and-

LONDON VALLEY II INC.,
a corporation incorporated under the laws of the Province of Ontario

(hereinafter referred to as the "**Nominee**")

WHEREAS:

A. The Vendor is the beneficial owner of an undivided interest in a parcel of land described in Schedule "B" annexed to this Agreement (the "**Property**") and title to which Property is registered in the name of the Nominee.

B. The Vendor is engaged in the business of land banking, the prime focus of which is to locate and purchase raw land and to endeavour to rezone the land through the applicable land development process to an approved use determined by the Vendor to be suitable and appropriate in all of the circumstances, and to thereby enhance the value of the land.

C. The Purchaser acknowledges that rezoning of the Property is uncertain and may take many years to achieve, often six years or longer, and that there can be no assurance that rezoning will be obtained, or if obtained, to permit for such use or uses as were requested and/or otherwise on terms and conditions that are satisfactory.

D. The Vendor may from time to time sell undivided beneficial interests in the Property to various purchasers.

E. The Purchaser acknowledges that real estate investments are generally subject to various risks, including a lack of liquidity, the highly competitive nature of the real estate industry, changes in general economic conditions (such as the availability and cost of mortgage funds), conditions of supply and demand for any particular type of real estate in the particular area, government regulations and changes thereto (including uncertainties and delays in zoning, subdivision and development regulatory approval processes, taxation of

LV II409-LV II458-35322

property and environmental legislation), changes in governments and the political environment in the jurisdiction where the real estate is located, and sensitivity to interest rates, among other factors.

F. The Purchaser acknowledges having had the opportunity to review this Agreement and its schedules with its advisors and to conduct such due diligence investigations as the Purchaser deemed appropriate with respect to all matters pertaining to the Property and to the Vendor.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. SALE OF UNDIVIDED BENEFICIAL INTEREST IN LAND

1.1 The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser a 50/620TH undivided beneficial interest in the Property (the "**Purchaser's Land Interest**").

1.2 The Purchaser's Land Interest will be identified by the following designated identification number: LV II409-LV II458

2. . PURCHASE PRICE

2.1 The Purchaser shall pay the aggregate sum of Ten Thousand Dollars of lawful money of Canada (C$10,000) for each 1/620TH undivided beneficial interest in the Property upon execution of this Sale and Purchase Agreement, of which Nine Thousand Five Hundred Dollars (C$9,500) of lawful money of Canada will be paid on account of the purchase price for such interest, and Five Hundred Dollars (C$500) of lawful money of Canada will be paid into a segregated account known as the "Concept Planning Fund" (the "**Concept Planning Fund**") to be used to defray costs, expenses and fees to be incurred in connection with the Property, as more particularly hereinafter described and as described in the Co-Owners Agreement (as such term is hereinafter defined).

2.2 The Purchaser hereby agrees to purchase the Purchaser's Land Interest for a total purchase price of FOUR HUNDRED SEVENTY FIVE THOUSAND DOLLARS ONLY of lawful money of Canada (C$475,000.00) (the "**Purchase Price**"), and to pay the amount of TWENTY FIVE THOUSAND DOLLARS ONLY of lawful money of Canada (C$25,000.00) into the Concept Planning Fund (the "**Concept Planning Fund Contribution**"). All references in this Agreement to payments of money being made shall mean lawful money of Canada.

2.3 The Purchase Price excludes applicable harmonized sales tax (the "**HST**") pursuant to the *Excise Tax Act*, R.S.C. 1985, c E-15, as amended (the "**ETA**") and the Purchaser agrees to pay the HST in addition to the Purchase Price and the Concept Planning Fund Contribution, unless the Purchaser has obtained and inserted (or instructed to be inserted) its HST registration number set forth below on the signing page of this Agreement, below its signature, prior to acceptance of this Agreement by the Vendor, in which case the Purchaser hereby represents and warrants that it is a registrant for HST purposes under the provisions of the ETA, under such registration number.

2.4 Included in the Purchase Price and the Concept Planning Fund Contribution, the Purchaser shall be responsible for the payment of land transfer tax ("**LTT**") under

the *Land Transfer Act*, R.S.O., c L.6. as amended (the "**LTTA**"), in the amount of FIVE THOUSAND EIGHT HUNDRED EIGHTY SIX DOLLARS AND SEVENTY CENTS of lawful money of Canada (C$5,886.70).

2.5 The Purchaser covenants to pay, make and submit all necessary payments, filings and remittances within the time periods required therefor under the provisions of the ETA, if applicable, and the LTTA, and the regulations thereunder. The Purchaser hereby authorizes the Vendor on behalf of the Purchaser and with the Purchaser's funds, to make any and all payments, filings and remittances within the time periods required therefore under the provisions of the ETA relating to HST, if applicable, and under the provisions of the LTTA relating to LTT required to be made by the Purchaser arising from its acquisition of the Purchaser's Land Interest. While the Vendor agrees to assist the Purchaser in submitting such payments, remittances and filings, for greater certainty, nothing herein contained shall oblige the Vendor to make any payments or remittances from its own resources or funds and all such payments and remittances and filings shall be the Purchaser's obligation.

2.6 Funds in the Concept Planning Fund shall be applied towards defraying future costs of every nature and kind related to the Property, including property management costs, costs, fees, and services incurred in connection with planning activities, development submissions, subdivision applications, operational costs and all other activities and matters concerning or related to the Property, as determined by the Operator (as such term is defined in the Co-Owners Agreement) which would be incurred by or on behalf of the Purchaser as a Co-Owner. The Concept Planning Fund is intended to be a deposit account. The Purchaser's proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Purchaser following completion of the sale of the Property. The Purchaser's proportionate share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of the Co-Owners Agreement) will be paid by the Purchaser (in its capacity as a Co-Owner) and deducted from its proportionate share of any sale proceeds receivable by it, if and when the Property is sold or otherwise disposed of.

3. PAYMENT OF THE PURCHASE PRICE

3.1 The Purchaser hereby agrees that the Purchase Price, the Concept Planning Fund Contribution, and all other amounts due and payable hereunder, shall be paid to the Vendor on the Closing Date (as hereinafter defined). Following the Closing Date, the Vendor shall deliver the Concept Planning Fund Contribution to the Operator for deposit into the Concept Planning Fund.

3.2 All payments of the Purchase Price, the Concept Planning Fund Contribution, and such other amounts shall be made through the appointed agent (the "**Vendor's Agent**"), the Vendor's authorised agent and representative in the jurisdiction of residence of the Purchaser, and the Vendor hereby directs the Purchaser to make all such payments to the Vendor's Agent, who is authorised by the Vendor to acknowledge receipt of the Purchase Price and other amounts paid hereunder.

4. CLOSING DATE, DELIVERIES, COSTS, NON-MERGER

4.1 The date on which this Agreement is signed by the Purchaser and is accepted and signed by the Vendor and the Nominee shall be the "**Closing Date**". On the Closing Date, in addition to delivering the Purchase Price and this Agreement, the Purchaser agrees to deliver to the Vendor's Agent a copy of the Co-Owners Agreement signed by the Purchaser.

LV II409-LV II458-35322

4.2 Within ninety (90) days after the Closing Date, the Vendor agrees to deliver to the Purchaser the following documents (the "**Closing Documents**"):

(a) this Agreement, duly executed by the Vendor and the Nominee;

(b) a Declaration of Trust (as hereinafter defined), duly executed by the Nominee; and

(c) the Co-Owners Agreement (as hereinafter defined), duly executed by the Nominee and Operator (as therein defined).

4.3 The Vendor shall pay for the cost of drafting and/or settling the Closing Documents. The Vendor shall not be obligated to pay any other costs associated with the purchase of the Purchaser's Land Interest.

4.4 This Agreement shall be irrevocable by the Purchaser for a period of 120 days following its execution and delivery to the Vendor or the Vendor's Agent. This Agreement shall only become binding upon the Vendor and the Nominee following the Vendor and the Nominee having each accepted this Agreement as signified by its respective execution of this Agreement where indicated below.

4.5 All representations, warranties and covenants of the Purchaser as set out in this Agreement shall not merge upon closing but shall survive closing and the Closing Date.

5. VENDOR REPRESENTATIONS AND WARRANTIES

5.1 The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in completing the sale and purchase transaction contemplated in this Agreement:

(a) the Vendor is the beneficial owner of the Purchaser's Land Interest with good and marketable title thereto, subject to Section 6.1;

(b) registered title to the Property and beneficial title to the Purchaser's Land Interest shall be good and marketable and clear and free from all mortgages, charges and financial liens on the Closing Date;

(c) the Vendor has the right, power and authority to sell the Purchaser's Land Interest as contemplated in this Agreement;

(d) the Vendor is a corporation properly constituted and in good standing under the laws of the Province of Ontario and the laws of Canada applicable therein; and

(e) the Vendor is not now and on the Closing Date will not be a non-resident of Canada within the meaning of the *Income Tax Act* (Canada), R.S.C. 1985, c.1 (5th Supp.), as amended from time to time.

6. EASEMENTS, LIENS, REGISTERED AGREEMENTS

6.1 Other than any mortgage, charge or financial lien which the Vendor is required to discharge pursuant to this Agreement, registered title to the Property, and beneficial title to the Purchaser's Land Interest, shall be subject to all other liens and encumbrances registered

LV II409-LV II458-35322

on title to the Property on the Closing Date or which may be registered against the title to the Property after the Closing Date, including those registered in connection with the rezoning or development process relating to the Property, and including, without limitation, agreements with the applicable municipality or region, agreements with public regulated utilities, easements for the supply of domestic utility or telephone services to the Property or properties which are adjacent to the Property, easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the Property or its proposed development, other registered restrictions or covenants that run with the lands, and the restrictions and reservations in the Crown patent.

7. PURCHASER(S)' REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 The Purchaser represents and warrants to and covenants in favour of the Vendor as follows:

(a) there are no liens, mortgages, judgements, executions or other encumbrances, related to or attaching to the Purchaser's Land Interest or any part thereof;

(b) the Purchaser shall keep the Purchaser's Land Interest and every part thereof free and clear of all liens, mortgages, other encumbrances, judgements or executions. The Purchaser warrants and represents that all such liens, mortgages, judgements, executions other encumbrances, if any, shall be discharged and removed forthwith at the Purchaser's sole cost and expense and the Purchaser shall hold harmless the Vendor and all other beneficial owners of undivided interests in the Property from time to time against any and all claims, liabilities, actions, cause of actions, charges, demands and costs, including solicitors fees in connection therewith; and

(c) the Purchaser will not register or cause to be registered this Agreement, the Co-Owners Agreement, notice of this Agreement, notice of the Co-Owners Agreement, notice of the Purchaser's Land Interest, or any caution against title to the Property and the Purchaser shall forthwith remove and discharge any such registration at its costs and expense, failing which the Vendor may do so at the cost and expense of the Purchaser.

7.2 The foregoing warranties, representations and covenants of the Purchaser shall not merge on closing but shall survive closing and the Closing Date.

8. PURCHASER(S)' PARTICULARS, NATURE OF VESTING OF BENEFICIAL TITLE

8.1 The Purchaser agrees and confirms that the personal information provided in Schedule "A" annexed hereto is true, accurate and complete and agrees to inform the Vendor in writing forthwith of any change in any of the information therein provided.

8.2 If there is more than one person that comprises the Purchaser, then the Purchaser's Land Interest will be held as joint tenants with right of survivorship unless the box below is initialled by the Purchaser in which case the Purchaser's Land Interest will be deemed to be held as tenants-in-common, in the percentages noted therein.

LV II409-LV II458-35322

[ ] Purchaser elects to hold Purchaser's Land Interest as tenants- in -common and not as joint tenants, as follows: _____ as to ___%, _____ as to ____%.

9. PRESENT STATE AND CONDITION OF PROPERTY

9.1 The Purchaser hereby agrees that the purchase of the Purchaser's Land Interest is on an "as is, where is basis" with no representations or warranties whatsoever made by the Vendor, other than as expressly set out in this Agreement.

10. TITLE INSURANCE

10.1 The Nominee as registered owner of the Property obtained title insurance upon acquiring the Property (the "**Title Insurance Policy**") in such form and in such amount and with such stipulations, limitations and qualifications respecting coverage as it deemed appropriate.

11. NOMINEE AS BARE TRUSTEE; DECLARATION OF TRUST

11.1 The Purchaser acknowledges that the registered title to the Property is held by the Nominee, as nominee and bare trustee for the Vendor to the extent of its undivided beneficial interest in the Property, and as nominee and bare trustee for others to the extent of their respective undivided beneficial interests in the Property, and that on completion of the transaction herein contemplated the Nominee will hold the registered title to the Property to the extent of the Purchaser's Land Interest as nominee and bare trustee for the Purchaser and others to the extent of their respective undivided beneficial interests in the Property.

11.2 The mailing address of the Nominee for receiving notices shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee may change its mailing address from time to time by giving notice in writing to that effect pursuant to the notice provisions contained in the Co-Owners Agreement.

11.3 The Nominee agrees to execute and deliver to the Purchaser a declaration of trust (the "**Declaration of Trust**") wherein it will confirm that, from and after the Closing Date, it is holding the title to the Property for and on behalf of the Purchaser, to the extent of the Purchaser's Land Interest, in the place and stead of the Vendor.

11.4 The Purchaser acknowledges that the registered title to the Property shall at all times be in the name of the Nominee.

12. NO RIGHT TO USE, OCCUPY OR ACCESS

12.1 The Purchaser agrees that it hereby waives all rights of use, occupation and rights of access to the Property, and any part thereof, in order to facilitate the future rezoning and ultimate subdivision and re-development of the Property, for the benefit of all Co-Owners. The provisions of this Section 12 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date.

13. CO-OWNERS AGREEMENT

13.1 The Purchaser agrees that concurrent with its execution and delivery of this Agreement, the Purchaser shall execute and deliver the agreement or a counterpart of the co-

LV II409-LV II458-35322

owners agreement, a draft copy of which is annexed hereto as Schedule "C" (the "**Co-Owners Agreement**").

13.2 The Co-Owners Agreement shall govern, amongst other things, the following:

(a) the rights and obligations of the Purchaser, as owner and any other owners of undivided beneficial interests in the Property;

(b) any future sale, financing and/or development of the Property;

(c) procedures for consent and approvals by the Co-Owners (as such term is defined in the Co-Owners Agreement);

(d) appointing the Operator (as such term is defined in the Co-Owners Agreement) for and on behalf of the Co-Owners;

(e) the rights and obligations of the Operator of the Property;

(f) the obligation of the Nominee as registered holder of the title to the Property for an on behalf of the Co-Owners;

(g) the right to transfer or assign the Purchaser's Land Interest or any part thereof and the terms conditions to be satisfied with respect to any such assignment or transfer; and

(h) such other matters as are therein contained.

13.3 The Vendor shall not be obligated but shall have the right to retain an undivided beneficial interest in the Property to such extent as it may in its absolute discretion deem appropriate and thus be a co-owner thereof and with respect to such undivided beneficial interest it shall be subject to the terms of the Co-Owners Agreement and entitled to exercise the rights of a Co-Owner.

14. SUBDIVISION CONTROL PROVISIONS

14.1 The Vendor agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and this Agreement shall be effective to create an interest in the Property provided that the provisions of the *Planning Act* (Ontario) are complied with in connection with the transaction of sale and purchase of the Purchaser's Land Interest.

15. NO REPRESENTATIONS, WARRANTIES OR ADVICE

15.1 The Purchaser acknowledges that none of the Vendor, the Nominee, the Vendor's Agent nor anyone acting on its or their behalf has made any representations or warranties except as are expressly set forth in this Agreement or the Co-Owners Agreement, nor given any advice respecting the tax treatment relating to the purchase or disposition of the Purchaser's Land Interest or any part thereof or the Property, nor as to the timing of sale, rezoning or development of the Property nor with respect to any potential or anticipated profit to be derived or derivable from the Purchaser's Land Interest or the Property.

15.2 The Purchaser has been urged and advised to consult with the Purchaser's own respective advisors including legal and tax advisors, with respect to the purchase and other matters pertaining to the Property and the Purchaser's Land Interest and the Closing Documents.

LV II409-LV II458-35322

16. SOURCE OF FUNDS

16.1 The Purchaser hereby represents, warrants, confirms and acknowledges that the source of the Purchaser's funds:

(a) are not derived directly or indirectly from any crime;

(b) are not linked directly or indirectly to any terrorists or against anti terrorist laws;

(c) are not embargoed funds; and

(d) are not obtained in violation of any laws or seeking to escape or avoid any tax laws;

16.2 The Purchaser covenants that all payments and remittances shall strictly comply , at its own expense, with all regulatory or exchange control provisions in force on the Closing Date and applicable to this Agreement.

16.3 The provisions of this Section 16 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date.

17. NOTICES

17.1 All notices required hereunder shall be in writing and in the English language and may be served either personally upon the parties or by electronic transmission namely by fax or email addressed to the Parties at their respective last known addresses, fax number or email address.

18. HEIRS, ASSIGNS, ETC.

18.1 This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective heirs , administrators, executors, successors and permitted assigns; provided that, the Purchaser shall not be entitled to assign this Agreement or any of its rights hereunder without the prior written approval of the Vendor, which approval may be withheld in its absolute discretion.

19. SUPERCEDING AGREEMENT

19.1 This Agreement shall supercede any and all previous discussions, representations, agreements or understandings made by or on behalf of either of the parties hereto for or relating to the purchase and sale of the Purchaser's Land Interest.

20. SCHEDULES

20.1 Schedules "A", "B" and "C" annexed hereto form an integral part of this Agreement and shall be read together with this Agreement.

21. COUNTERPARTS

21.1 This Agreement may be executed in any number of counterparts and by original or facsimile signature with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement.

LV II409-LV II458-35322

22. LAWS AND JURISDICTION-ONTARIO

22.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

23. CAPTIONS

23.1 The captions of the sections of this Agreement are for convenience only and do not amplify or limit in any way the provisions hereof.

24. EFFECT OF PARTIAL INVALIDITY ON THIS AGREEMENT

24.1 In the event that any provision of this Agreement is illegal, void or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

25. FACSIMILE DOCUMENTS

25.1 The parties agree to accept facsimile executed documents, including Closing Documents, as if they were originally signed documents.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SET OUT BELOW.

WITNESSED BY:

DATE OF EXECUTION: 2013-09-05

THE PURCHASER

CHIAKI HAYASHI	MIZUE FUKIAGE
Print Name of Witness	Print Name of Purchaser
✓ Chiaki Hayashi	Mizue Fukiage ★
Signature of Witness	Signature of Purchaser
Witness Identification Number	HST Number:
	825870934RT0001

LV II409-LV II458-35322

✓

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DATE OF EXECUTION: 2013-11-1
THE VENDOR:
TSI-LV II INTERNATIONAL CANADA INC.

Per:

Name:
Title:
HST Number: 81566 6888 RT 0001

I/We have the authority to bind the Corporation.

DATE OF EXECUTION: 2013-11-1

THE NOMINEE:
LONDON VALLEY II INC.

Per:

Name:
Title:
I/We have the authority to bind the Corporation.

SCHEDULE "A" – PURCHASER(S) PARTICULARS

Information Concerning Purchaser(s):

1. PURCHASER:

Full Name: MIZUE FUKIAGE

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: 501 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Home Telephone: 81-776-28-6655 Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: mizue@kobird.co.jp

Country of Birth: JAPAN

The following have been provided to the Vendor:

(✓) Driver's Licence ( ) Passport ( ) Other_____

2. Second or additional person as Purchaser:

Full Name: _____

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: _____

Home Telephone: _____ Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: _____

Country of Birth: _____

The following have been provided to the Vendor:

( ) Driver's Licence ( ) Passport ( ) Other_____

SCHEDULE "B" – PROPERTY and NOMINEE

LEGAL DESCRIPTION OF PROPERTY

Lands and premises located on 6172 Colonel Talbot Road fronting on the East side of Colonel Talbot Road, in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lots 58 & 57 ETR as in 422573; EXCEPT Part 11, 33R2972 and Part 1, 33R8976; "Description in 422573 may not be acceptable in the Future" London/Westminster

REGISTERED HOLDER OF LEGAL TITLE TO PROPERTY

LONDON VALLEY II INC.

Office: 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3

Tel No: 1-905-602-7463

Fax No: 1-905-602-7460

SCHEDULE "C" – CO-OWNERS AGREEMENT

UNIT IDENTIFICATION NO. LV II409-LV II458

CO-OWNERS AGREEMENT

LONDON VALLEY II INC.

THIS CO-OWNERS AGREEMENT is dated the 30TH day of August, 2012.

BETWEEN:

MIZUE FUKIAGE,

Identification:DRIVER'S LICENSE (528500942092)

Address:501 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

(hereinafter referred to as the "**Purchaser**")

-and-

LONDON VALLEY II INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Nominee**")

-and-

TSI-LV II INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Vendor**")

-and-

LV II CAPITAL MANAGEMENT INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Operator**")

-and-

All other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of this Agreement

(hereinafter collectively referred to as the "**Co-Owners**")

WHEREAS:

1. Pursuant to a Sale and Purchase Agreement, the Vendor has sold to the Purchaser, and the Purchaser has purchased from the Vendor, an undivided beneficial interest in the Property;

2. The Nominee is the registered owner of the Property and has agreed to hold the Property as nominee and bare trustee for and on behalf of the Co-Owners from time to time;

3. Every purchaser of an undivided beneficial interest in the Property, every assignee of such purchaser, and every assignee of each such assignee, is required to execute and deliver a counterpart of this Agreement and shall be bound as a Co-Owner pursuant thereto; and

LV II409-LV II458-35322

4. This Agreement sets forth the provisions which govern the Co-Owners' ownership of undivided beneficial interests in the Property and any future sale, financing and/or development with the Property and their respective undivided beneficial interests therein.

NOW THEREFORE in consideration of the payment of the sum of One Dollar ($1.00) and other good and valuable consideration now paid by each party to the other, the receipt of which is hereby acknowledged, and of the premises and the mutual covenants herein contained, the parties hereto hereby covenant and agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall be deemed to have the following meanings:

(a) "**ASPE**" shall have the meaning ascribed thereto in Section 16 of this Agreement;

(b) "**Additional Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(c) "**this Agreement**", "**hereof**", "**herein**," "**hereunder**" and words to like effect, refer to this Co-Owners Agreement as a whole and not to any particular provision, as it may be amended, supplemented and/or restated from time to time;

(d) "**Business Day**" means any day of the week other than a Saturday, Sunday or a day which is a statutory holiday, in Ontario, Canada;

(e) "**Concept Planning Fund**" shall have the meaning ascribed thereto in Section 18 of this Agreement;

(f) "**Co-Owners**" means the owners from time to time of Interests and who have signed a counterpart of this Agreement, and shall include the Purchaser, as well as the Vendor to the extent that it retains any Interest, and "**Co-Owner**" means any of the Co-Owners;

(g) "**Co-Owners Record**" has the meaning ascribed thereto in Section 11 of this Agreement;

(h) "**CRA**" means the Canada Revenue Agency, established pursuant to the *Canada Revenue Agency Act*, S.C. 1999, c. 17, which administers tax laws of Canada, including under the *Income Tax Act*, for the Government of Canada;

(i) "**Declaration of Trust**" means the declaration of trust executed by the Nominee concurrently with the completion by a Co-Owner of the purchase from the Vendor of an Interest and pursuant to which the Nominee declares and confirms that it holds registered title to the Property in trust for and on behalf of such Co-Owner, to the extent of such Co-Owner's respective Interest. For greater certainty, "**Declaration of Trust**" includes the declaration of trust executed by the Nominee upon the completion by a Co-Owner of the Transfer of an Interest to a transferee in accordance with the provisions of this Agreement, and includes the declaration of trust executed by the Nominee in favour of the Vendor at the time of its acquisition of the Property;

(j) "**Designated Person**" shall have the meaning ascribed thereto in Section 10 of this Agreement;

LV II409-LV II458-35322

(k) "**Dispute**" shall have the meaning ascribed thereto in Section 31 of this Agreement;

(l) "***Excise Tax Act***" means the *Excise Tax Act* (Canada), as amended from time to time, including the regulations made pursuant thereto;

(m) "**HST**" means the harmonized sales tax payable pursuant to the *Excise Tax Act*, including the Province of Ontario's portion thereof;

(n) "***Income Tax Act***" means the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.), as amended from time to time, including the regulations made pursuant thereto;

(o) "**Initial Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(p) "**Interest**" means the undivided beneficial interest in the Property purchased by a Co-Owner pursuant to a Sale and Purchase Agreement, and includes any undivided beneficial interest in the Property continued to be owned by the Vendor, and "**Interests**" means every Interest;

(q) "***Land Transfer Tax Act***" means the *Land Transfer Tax Act*, R.S.O. c.L.6, as amended;

(r) "**LTT**" means the land transfer tax payable pursuant to the *Land Transfer Tax Act*;

(s) "**Net Income**" shall have the meaning attributed thereto in Section 6(j) of this Agreement;

(t) "**Notice Requisitioning an Ordinary Resolution**" shall have the meaning attributed thereto in Section 8 of this Agreement;

(u) "**Notice Requisitioning a Special Resolution**" shall have the meaning attributed thereto in Section 10 of this Agreement;

(v) "**Offer**" shall have the meaning attributed thereto in Section 19 of this Agreement;

(w) "**Operator**" means LV II Capital Management Inc., or the Designated Person that may be appointed as the Operator's replacement as determined in accordance with Section 10 of this Agreement;

(x) "**Ordinary Resolution**" means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 51% of the aggregate Interests in the Property;

(y) "**Planning Activities**" means the reports, plans, studies, audits, assessments, investigations, legal proceedings, procedures, filings, submissions, applications and/or any other actions taken or made in respect of or in furtherance of the rezoning of, or other land use planning matters related to, the Property;

(z) "**Property**" means the real property legally described on Schedule "1" annexed hereto;

(aa) "**Retained Interest**" shall have the meaning attributed thereto in Section 23 of this Agreement;

(bb) "**Sale and Purchase Agreement**" means the agreement of sale and purchase, or an agreement substantially in the form of the agreement of sale and purchase, entered into

LV II409-LV II458-35322

between the Vendor, as vendor, and each Co-Owner (other than the Vendor), as purchaser, pursuant to which each Co-Owner agreed to acquire its respective Interest in the Property. **"Sale and Purchase Agreements"** means every Sale and Purchase Agreement;

(cc) **"Special Resolution"** means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 85% of the aggregate Interests in the Property;

(dd) **"Transfer"** shall have the meaning ascribed thereto in Section 11 of this Agreement; and

(ee) **"Vendor"** means TSI-LV II International Canada Inc.

2. INTERPRETATION

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) the division of this Agreement into Articles, paragraphs, subparagraphs and schedules and the insertion of headings are provided for convenience only and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;

(b) all references to currency herein are references in Canadian dollars;

(c) any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto;

(d) any reference to an entity shall include and shall be deemed to be a reference to any entity that is a successor to such entity;

(e) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

3. TITLE

Legal title to the Property shall be held in the name of the Nominee, which shall hold such title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Vendor, to the extent of its Retained Interest, if any.)

4. MAILING ADDRESSES

The mailing address of the Nominee, the Vendor and the Operator shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee, the Vendor and/or the Operator may change its mailing address from time to time by giving notice in writing to that effect to all Co-Owners, pursuant to the notice provisions contained in this Agreement.

LV II409-LV II458-35322

5. REPRESENTATIONS AND WARRANTIES OF THE NOMINEE AND OPERATOR

(a) The Nominee represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite power, capacity and corporate authority to act as nominee and to perform its obligations under this Agreement;

(iii) it shall not carry on any business other than for the purposes set forth in this Agreement;

(iv) it holds and shall continue to hold legal title to the Property as nominee and bare trustee for and on behalf of each Co-Owner to the extent of each Co-Owner's Interest; and

(v) it shall only deal with the Property in the manner and as provided for in this Agreement.

(b) The Operator represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite capacity and corporate authority to act as Operator, and to perform its obligations under this Agreement; and

(iii) it shall comply with its obligations as provided for in this Agreement.

6. OPERATION AND MANAGEMENT OF THE PROPERTY

The Co-Owners hereby appoint the Operator and the Operator hereby accepts the appointment as the operator and manager of the Property and agrees to undertake such Planning Activities as the Operator may determine in its discretion, acting reasonably, are required to rezone the Property to such use or uses as the Operator shall determine, acting reasonably, and in the best interest of the Co-Owners. The Operator agrees to carry out such Planning Activities and to operate and manage the Property in good faith and in the best interest of the Co-Owners. The Operator agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and to proceed diligently to make all necessary applications to rezone the Property to such use or uses as the Operator shall determine, in its reasonable discretion, and to use its reasonable commercial efforts, at the cost and expense of the Co-Owners, with such costs to be defrayed out of the Concept Planning Fund initially, to obtain all necessary approvals and consents from applicable governmental authorities in connection therewith. Subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have such general powers and authority to administer, manage, control, operate, finance, refinance, develop, lease, grant easements and other rights in, under and over, the Property and to do any act, take any proceeding, make any decision and execute and deliver any instrument, deed, agreement, affidavit or document necessary for or incidental to any of the foregoing, for and on behalf and in the name of the Co-Owners, or as the Co-Owners may so direct by Special Resolution. No person dealing with the Operator

LV II409-LV II458-35322

will be required to enquire into the authority of the Operator to do any act, take any proceeding, make any decision or execute and deliver any instrument, deed, agreement or document for or on behalf or in the name of the Co-Owners.

Without limiting the generality of the foregoing provisions of this Section 6, but subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have the following specific powers and authorities without further authority or approval from the Co-Owners:

(a) to engage such professional advisers and consultants as the Operator considers advisable in order to perform its duties hereunder;

(b) to open and operate one or more bank accounts in its name, as agent for the Co-Owners in respect of the Property with a Canadian chartered bank or trust company, into which the Operator may deposit all rentals, if any, and other income earned from the Property (if any) (which for greater certainty shall not include the Concept Planning Fund), and out of which account(s) all expenses properly relating to the Property shall be paid, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of such funds to cover all such expenses;

(c) to execute, deliver and carry out all other agreements which require execution by or on behalf of the Co-Owners with respect to the Property, including without limitation, any agreements required by any governmental or statutory authority having jurisdiction over or with respect to the Property, development agreements, site plan agreements, cost sharing agreements, easements and rights of way;

(d) to enter into lease and/or tenancy arrangements in respect of the Property or any part thereof and to collect all rentals and other income therefrom, if any, provided that nothing herein shall constitute a guarantee by the Operator of the payment of any rent by tenants;

(e) to pay all taxes, fees and other expenses relating to the orderly maintenance and management of the Property out of the Concept Planning Fund, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of funds to cover all such expenses;

(f) to commence or to defend on behalf of the Co-Owners, the Nominee, or itself, any and all actions and other proceedings pertaining to the Property or to the Co-Owners;

(g) to determine the amount and type of insurance coverage, if any, to be maintained in order to protect the Property and the Co-Owners from all usual perils of the type covered in respect of comparable properties and in order to comply with the requirements of any lenders of funds;

(h) to retain, employ and pay and discharge on behalf of the Co-Owners all servants, employees, advisors, consultants and/or contractors necessary to be retained for the management and operation of the Property, including, without limitation, for matters relating to its rezoning and development;

(i) to contract on behalf of the Co-Owners for water, gas, electricity and other utility services and commodities, including cable and telephone services necessary for the development, operation and maintenance of the Property; and

LV II409-LV II458-35322

(j) to distribute the Net Income from the ownership, operation, use, financing, refinancing, and/or sale of the Property (if any) to each Co-Owner, proportionate to its respective Interest. For the purposes of this Agreement, "**Net Income**" shall mean the gross receipts (which, for greater certainty, shall not include the Concept Planning Fund) derived in any way from dealing with the Property, received by or on behalf of the Co-Owners from the ownership, operation, use, leasing, financing, refinancing, sale of, and/or development and/or any other dealing with of the Property, minus the aggregate of all proper expenses and charges incurred in connection therewith, calculated on an accrual basis, including:

(i) payment of principal and interest owing to mortgagees or other encumbrancers, or other lenders;

(ii) realty taxes, property tax assessments, charges or levies made by any duly constituted governmental or statutory authority, due and owing and secured by a right or apparent right to claim a lien or charge upon the Interests, or any of them, or the Property, and money due and owing from improvements to the Property secured by a lien or charge in favour of materialmen or workmen or trade contractors or other like persons or corporations upon the Interests, or any of them, or the Property;

(iii) all costs and expenses of any sale, financing or refinancing;

(iv) all development costs and expenses;

(v) all costs and expenses of operating, maintaining, leasing, managing, using, and/or developing the Property, and the costs and expenses of repair;

(vi) lighting, electricity and public utilities costs and expenses;

(vii) professional fees reasonably attributed to the Property, its operation, use, financing, refinancing, sale and/or development;

(viii) all other costs, expenses or disbursements which are properly attributable to the Property, except payments to the Co-Owners on account of capital or distribution of Net Income; and

(ix) reserves in such amount as deemed appropriate by the Operator from time to time, including without limitation for the purposes of replacement of major equipment, major renovations and repairs, leasehold improvements, marketing costs and any other reserves normally required for the prudent operation, use, financing, refinancing, sale and/or development of a like property.

Each Co-Owner shall have a proportionate beneficial interest in all of the gross cash receipts derived from the Property and shall be responsible for its proportionate share of the expenses and charges incurred in connection with the Property, in each case proportionate to its respective Interest. Each Co-Owner hereby irrevocably directs the Operator to pay its proportionate share of such expenses and charges out of its proportionate share of such gross cash receipts, as well as out of the Concept Planning Fund.

Each Co-Owner hereby confirms and acknowledges that neither the Operator nor any of its officers, directors, employees, advisors, consultants, agents or representatives has made any warranty or representation, or given any advice:

LV II409-LV II458-35322

(k) as to or in respect of the tax treatment of the purchase, disposition or holding of the Interest by a Co-Owner; or

(l) as to the timing of the rezoning or sale or development of the Property or the returns attainable by the Co-Owners upon a sale or lease of or other dealing with the Property.

Each Co-Owners acknowledges that he has been advised to seek his own independent legal and tax counsel prior to entering into a Sale and Purchase Agreement and this Agreement.

7. AUTHORITY TO WITHHOLD

The Operator is authorized to withhold any amounts required to be withheld from any distribution or other payment to a Co-Owner pursuant to the provisions of the *Income Tax Act* and to make payment of any such amount on behalf of a Co-Owner to the CRA, on account of taxes as may be required by law.

8. POWERS EXERCISABLE BY ORDINARY RESOLUTION

Notwithstanding anything to the contrary contained in this Agreement, the following powers shall only be exercisable by the Operator after an Ordinary Resolution is passed by the Co-Owners:

(a) approving the sale or exchange of all or any part of the Property (other than the sale of Interests by the Operator pursuant to Sale and Purchase Agreements);

(b) approving a proposal or plan to develop the Property;

(c) subject to Section 17, consenting to the amendment of this Agreement, provided that, no amendment to this Agreement shall impose or increase any financial or other obligations upon any of the Nominee of the Operator, or in any way adversely affect the Nominee or the Operator, without the prior written approval of the Nominee or the Operator, as the case may be;

(d) approving or ratifying the making of an Additional Advance by the Operator, in accordance with Section 18; or

(e) requiring that the financial statements for the Property be audited.

Other than a matter which under the terms of this Agreement requires a Special Resolution, the Operator may at any time and from time to time by notice in writing to all Co-Owners substantially in the form annexed hereto as Schedule "2" (the "**Notice Requisitioning an Ordinary Resolution**") request the Co-Owners to consider and approve any matter relating to the Property not requiring a Special Resolution. The Notice Requisitioning an Ordinary Resolution shall specify with reasonable detail the matter to be approved by the Co-Owners.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution. If the Operator fails to deliver such Notice Requisitioning an Ordinary Resolution within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or a group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the

LV II409-LV II458-35322

Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution which the Operator failed to deliver within the time provided in this Section 8 for the Operator to do so.

9. POWERS EXERCISABLE BY SPECIAL RESOLUTION

The following powers shall only be exercisable by Special Resolution passed by the Co-Owners:

(a) terminating the appointment of the Operator and appointing a new Operator from time to time, in accordance with the provisions of Section 10;

(b) instituting or continuing an action or suit against the Operator for damages based upon the fraud or gross negligence of the Operator in the performance of its obligations under this Agreement;

(c) requiring the Operator to remove the incumbent independent firm of chartered accountants qualified in Canada appointed pursuant to Section 16 and requiring the Operator to appoint a replacement; or

(d) apppointing a replacement for the Nominee in the event that the Nominee should be wound up or dissolved or be declared a bankrupt, such replacement to hold legal title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Operator if it retains any Retained Interest.)

10. CONTROL AND AUTHORITY VESTS WITH CO-OWNERS

The Co-Owners may by Special Resolution terminate and remove the Operator (in its capacity as Operator and not as a Co-Owner)and appoint a new Operator in its place and stead. Such new Operator shall be bound by all of the terms of this Agreement and shall execute an agreement confirming that it is bound under this Agreement as if it was an original signatory thereto.

Upon termination, the Operator terminated shall forthwith upon request of the person designated in the Special Resolution as the replacement Operator (the "**Designated Person**") do the following:

(a) deliver all agreements, documents, instruments, books and records and writings relating to the Property in its possession to the Designated Person, including, without limitation, the Co-Owners Record;

(b) execute and deliver such consents, acknowledgements and assignments pertaining to the Property and any Planning Activities as the Designated Person may require;

(c) cause its representatives on the board of directors of the Nominee to execute resignations as directors and officers forthwith after being required to do so by the Designated Person, provided the Nominee shall continue to indemnify such directors and officers in accordance with its by-laws in existence at the date hereof;

(d) execute and deliver a release in form and content satisfactory to the Designated Person, acting reasonably, releasing the Nominee and the Co-Owners from any liability, provided that: (i) the release by the Operator shall not release the Co-Owners from their obligation to continue to indemnify the Operator pursuant to Section 21 hereof; and (ii) the

LV II409-LV II458-35322

Operator receives a release in form and content satisfactory to the Operator, acting reasonably, executed by the Nominee and by the Designated Person for and on behalf of itself and each of the Co-Owners, releasing the Operator from any liability, and the Co-Owners expressly acknowledge and agree that the Designated Person shall have the power and authority to deliver such release, without any further approval or authorization required from the Co-Owners;

(e) do all things necessary and execute all necessary documents to effect the change of shareholders of the Nominee as directed by the Designated Person; and

(f) otherwise co-operate and assist to carrying out and giving effect to each of the actions set out in Section 10(a), (b), (c), (d) and (e) above.

The Operator may at any time and from time to time by notice in writing, substantially in the form annexed hereto as Schedule "3" (the "**Notice Requisitioning a Special Resolution**") to all Co-Owners, request the Co-Owners to consider and approve any matter relating to the Property requiring a Special Resolution pursuant to the terms of this Agreement. The Notice Requisitioning a Special Resolution shall specify with reasonable detail the matter to be considered and approved by Special Resolution.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning a Special Resolution with respect to any matter relating to the Property, including any matter requiring a Special Resolution pursuant to this Agreement. If the Operator fails to deliver such Notice Requisitioning a Special Meeting within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the Notice Requisitioning a Special Resolution which the Operator failed to deliver within the time provided in this Section 10 for the Operator to do so.

11. CO-OWNERS RECORD AND TRANSFERS OF INTEREST

The Operator shall record and at all times maintain and keep up to date a record of the names, addresses and other contact information for the Co-Owners, and the Interest held by each of the Co-Owners as well as particulars of any Transfer of Interests (collectively, the "**Co-Owners Record**").

No Co-Owner shall sell, transfer, assign, mortgage, pledge, grant a security interest or otherwise encumber or dispose of its Interest in the Property (each, a "**Transfer**"), except in compliance with any applicable requirements of the *Securities Act* (Ontario) and any other applicable legislation and otherwise in accordance with the provisions of this Agreement, if and to the extent required.

A Co-Owner may Transfer an Interest or part thereof provided that such Co-Owner complies and satisfies each of the following conditions:

(a) the transferor first delivers to the Operator an original or notarial copy of the executed document or instrument effecting the Transfer which shall be in such form as may be acceptable to the Operator, acting reasonably;

(b) the transferee agrees in writing and in such form as may be acceptable to the Operator, to be bound by the terms of this Agreement and upon completion of the Transfer to

LV II409-LV II458-35322

assume the obligations of the transferor under this Agreement in respect of the Interest subject to the Transfer;

(c) the transferor delivers or causes to be delivered to the Operator a direction addressed to both the Nominee and the Operator, in form and substance satisfactory to the Operator and the Nominee, directing the Nominee to execute and deliver a Declaration of Trust for the Interest subject to the Transfer in favour of the transferee;

(d) the transferee pays such costs, expenses and disbursements, including legal fees, as are reasonably incurred by the Operator by reason of the Transfer;

(e) the transferee pays all applicable HST pursuant to the *Excise Tax Act*, and all applicable LTT pursuant to the *Land Transfer Tax Act*, and makes or causes to be made any and all necessary filings, payments and remittances within the time periods required therefor under the provisions of the *Excise Tax Act* and the *Land Transfer Tax Act* and the respective regulations thereunder;

(f) the transferor either provides the transferee with evidence reasonably satisfactory to the transferee that the transferring Co-Owner is not then a "non-resident" of Canada within the meaning of the *Income Tax Act* or provide the transferee with a certificate pursuant to subsection 116(2) of the *Income Tax Act* with a certificate limit in an amount not less than the purchase price for the Interest subject to the Transfer; provided that if such evidence or certificate is not forthcoming, the transferee shall be entitled to make the payment of tax required under section 116 of the *Income Tax Act* and to deduct such payment from the purchase price for the Interest subject to the Transfer;

(g) the transferee executes and delivers to the Operator a counterpart of the Agreement; and

(h) the transferor provides such other documents, agreements, acknowledgements and confirmations as may be required by the Operator or by law (including compliance by the transferring Co-Owner with the provisions of the *Securities Act* (Ontario) if and to the extent applicable).

When a transferee of an Interest is entitled to become a Co-Owner pursuant to the provisions hereof, the Operator will:

(i) record a Transfer of the Interest; and

(j) forward a Declaration of Trust to the transferee in respect of the Interest so transferred.

For the avoidance of doubt, a Transfer by Co-Owner may include a transfer into trust, in which case the terms "sale and purchase agreement", "Purchaser", "purchase", "purchased", and "sale", wherever such terms appear in this Agreement, shall be read so as to recognize that such Transfer is not a purchase and sale transaction between a Co-Owner and a purchaser but a transaction in the nature of a transfer into trust by the transferring Co-Owner to a trustee. Nothing in this Section 11 shall be construed to affect the provisions of Section 12 of this Agreement.

12. OPERATOR NOT BOUND TO SEE TO TRUST OR EQUITY

Other than pursuant to the terms of the Declaration of Trust, the Operator shall not be bound to see to the execution of any trust, express, implied or constructive, or any charge, pledge or equity to which any Interest is subject, or to ascertain or inquire whether any sale or transfer of any such Interest by any Co-Owner or by his personal representatives is authorized by such trust, charge, pledge or equity, or to recognize any person having any interest therein except for the person or persons recorded by the Operator as the Co-Owner.

LV II409-LV II458-35322

13. INCAPACITY, DEATH, INSOLVENCY OR BANKRUPTCY

Where a person becomes entitled to an Interest by incapacity, death, insolvency or bankruptcy of a Co-Owner or otherwise by operation of law, in addition to the requirements of Section 11 hereof, that person will not be recorded as or become a Co-Owner until:

(a) he produces evidence satisfactory to the Operator of such entitlement; and

(b) he has delivered such other evidence, approvals and consents in respect of such entitlement as the Operator may require and as may be required by applicable law or by this Agreement.

14. DECLARATIONS OF TRUST

A separate Declaration of Trust shall be executed and delivered by the Nominee to each Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of a Co-Owner to the extent of the Co-Owner's Interest. Provided that the Transfer of an Interest has been effected in accordance with the provisions of Section 11 of this Agreement, a separate Declaration of Trust shall be executed and delivered by the Nominee to each transferee Co-Owner of an Interest from a transferring Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of the transferee Co-Owner to the extent of such Co-Owner's Interest.

15. LOST DECLARATIONS OF TRUST

Where a Co-Owner by notice in writing advises the Operator that the Declaration of Trust with respect to such Co-Owner's Interest has been defaced, lost or destroyed or wrongly taken, the Operator may cause a new Declaration of Trust to be issued, provided that the Co-Owner files with the Operator an indemnity in such form as is satisfactory to the Operator to indemnify the Operator, the Nominee and the other Co-Owners from any loss, cost, liability or damages that it or they may incur or suffer by complying with the request to issue a new Declaration of Trust, and provided further that the Co-Owner satisfies all other reasonable requirements of the Operator, including delivery of a form of proof of loss.

16. BOOKS AND RECORDS AND FINANCIAL REPORTS

The Operator will keep or cause to be kept on behalf of the Co-Owners at the Operator's principal place of business in Ontario:

(a) full and accurate books of account and records of all financial transactions relating to the Property including, without limitations, the receipts and expenditures relating to the Property and the Concept Planning Fund;

(b) the Co-Owners Record setting out the name and address of each Co-Owner; and

(c) copies this Agreement and all counterparts.

At any time upon 10 Business Days written notice to the Operator a Co-Owner may request the Operator to examine any of the documents noted in clauses (a) and (b) above at the office of the Operator and may take copies thereof provided that such requesting Co-Owner pays the reasonable cost to the Operator for making such copies, provided further that any such requesting Co-Owner shall have first provided an affidavit and undertaking, in form and substance satisfactory to the Operator, acting reasonably, duly sworn before a notary public or other individual authorized to administer oaths in the jurisdiction of residence of the

LV II409-LV II458-35322

Purchaser, stating: (aa) the name and address of such requesting Co-Owner, and that the Co-Owner is a Co-Owner; (bb) that the Co-Owners Record shall not be used by the requesting Co-Owner or any other person except in connection with a *bona fide* effort to influence the voting by Co-Owners on an Ordinary Resolution or a Special Resolution; (ccc) that the information so provided is subject to applicable privacy rules and regulations; (ddd) that none of the information provided pursuant to clause (a) above shall be disclosed by or on behalf of the requesting Co-Owner to any person who is not a Co-Owner, that such information is proprietary to the Operator and the Co-Owners, and that its disclosure could cause irreparable harm to the other Co-Owners and the Operator; (eee) that the requesting Co-Owner will not, directly or indirectly, offer for sale or purchase, or otherwise traffic in, a list or copy of a list of the Co-Owners or any information contained in the Co-Owners Record; (fff) the requesting Co-Owner acknowledges and agrees that in the event of a breach of any of the covenants, provisions and restrictions in affidavit, the Co-Owners' and Operator's remedy in the form of monetary damages may be inadequate and that the Operator, for itself and on behalf of the other Co-Owners, shall be authorized and entitled, in addition to all other rights and remedies available to it and them, to apply for and obtain from any court of competent jurisdiction interim and permanent injunctive relief and an accounting of all profits and benefits arising out of such breach; and (ggg) that the requesting Co-Owner shall indemnify and hold harmless the Operator and the Nominee and the other Co-Owners from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee or the other Co-Owners by reason of any breach by such requesting Co-Owner of any of the covenants, provisions and restrictions contained in the affidavit.

The Operator shall provide or cause to be provided to each Co-Owner not later than 120 days after the end of each calendar year, financial statements showing the financial results for the Property for such calendar year. The Operator shall retain, at the expense of the Co-Owners, an independent firm of chartered accountants qualified in Canada to prepare such financial statements. Such financial statements shall contain a balance sheet, and a statement of cash flows and shall be prepared in accordance with Canadian accounting standards for private enterprises ("**ASPE**") applicable to the real estate industry in Canada and applied on a consistent basis from year to year. The financial statements shall not be required to be audited unless the Co-Owners by Ordinary Resolution require audited financial statements. For greater certainty, the funds in the Concept Planning Fund are hereby recognized as being the funds of the Operator, not of the Co-Owners.

17. AMENDMENT OF AGREEMENT

This Agreement may be amended in writing on the initiative of the Operator with the consent of the Co-Owners given by Ordinary Resolution. Notwithstanding the foregoing, the Operator may, without any prior notice to or consent from the Co-Owners amend any provision of this Agreement from time to time:

(a) to cure an ambiguity or to correct or supplement any provision contained herein which, in the reasonable opinion of the Operator, may be defective or inconsistent with any other provision contained herein, and with respect to which the cure, correction or supplemental provision does not and will not adversely affect the Interests of the Co-Owners; or

(b) to make such other provisions in regard to matters or issues relating to or arising under this Agreement which, in the reasonable opinion of the Operator, do not and will not adversely affect the Interests of the Co-Owners.

LV II409-LV II458-35322

The Operator agrees to inform the Co-Owners by written notice within 60 days following the effective date of an amendment to this Agreement and provide copies of the amending agreement within the said 60 days.

18. PLANNING ACTIVITIES AND CONCEPT PLANNING FUND

As agent for the Vendor, the Operator shall deposit an amount equivalent to the Concept Planning Fund Contribution (as such term is defined in each Sale and Purchase Agreement) received by the Vendor under every completed Sale and Purchase Agreement into a single, segregated account (the "**Concept Planning Fund**") to be in the name of the Operator and to be used by the Operator solely for the purpose of paying the costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities, and those costs and expenses enumerated in Section 6(j) of this Agreement.

The Concept Planning Fund is intended to be a deposit account. Each Co-Owner's respective proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Co-Owner following completion of the sale of the Property. Each Co-Owner's share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of this Agreement) will be paid by the Co-Owner and deducted from his proportionate share of any sale proceeds receivable by him, if and when the Property is sold or otherwise disposed of. Each Co-Owner hereby irrevocably authorizes and directs the Operator to withhold from his proportionate share of any amounts otherwise receivable by it under this Agreement the amount of any such shortfall, and to pay such amount to the Operator.

The Operator shall keep proper and accurate records and details of all expenses paid out of the Concept Planning Fund, and at the request of the Vendor, provide access to the Vendor's representatives to such records and details of expenses to permit the Vendor to satisfy itself that such expenses were paid in accordance with the provisions of this Agreement.

The Operator shall prepare, perform and take or cause to be prepared, performed and taken all Planning Activities as it determines in its reasonable discretion are necessary for and on behalf of the Co-Owners including, without limitation, the following:

(a) surveys and concept plans in connection with the rezoning of the Property;

(b) in the reasonble discretion of the Operator, engage all consultants and professionals including, without limitation, legal counsel with respect to rezoning of the Property or any other Planning Activities;

(c) enter into or request the Nominee to enter into and deliver any documents, consent, acknowledgements or agreements including, without limitation, easements, rights in the nature of an easement, transfers, undertakings, applications, appeals and/or any other similar or related agreements or documents which may be required in the reasonable discretion of the Operator in connection with the Planning Activities;

(d) pay for all costs and expenses associated with Planning Activities, municipal property taxes and the cost of maintaining the Property, out of the Concept Planning Fund, and if insufficient, out of additional funds provided by the Co-Owners; and

(e) keep detailed records and accounts for or pertaining to the Planning Activities.

LV II409-LV II458-35322

If the amount set aside in the Concept Planning Fund is not sufficient to defray all costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities and those costs and expenses enumerated in Section 6(j) of this Agreement, the Operator, in the exercise of its absolute discretion, and without the approval of the Co-Owners, may advance to the Co-Owners an amount or amounts on account of such shortfall to a maximum of 5% of the aggregate purchase prices paid by all Co-Owners for their respective Interests(collectively, the "**Initial Advance**"). The Initial Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance made to the Co-Owners out of the proceeds of the sale of the Property.

If the cost of Planning Activities exceeds the combination of the Concept Planning Fund and the Initial Advance, the Operator, as it deems necessary in the exercise of its absolute discretion but subject to the approval of the Co-Owners by way of an Ordinary Resolution, may advance to the Co-Owners additional amounts as may be required for such purposes (collectively, the "**Additional Advance**"). The Additional Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, after repayment of the Initial Advance, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance and the Additional Advance made to the Co-Owners out of the proceeds of the sale of the Property.

19. SALE OF THE PROPERTY

Any offer to purchase the Property received by the Operator or the Nominee, which the Operator deems acceptable (the "**Offer**") shall be presented to all of the Co-Owners for consideration and if approved by an Ordinary Resolution such Offer shall be accepted by the Nominee and such acceptance shall be binding upon all of the Co-Owners. Any sale of the Property by the Nominee resulting from an Offer the acceptance of which was approved by an Ordinary Resolution of the Co-Owners shall be deemed to include the sale by the Co-Owners of the Interests.

The Co-Owners hereby agree that Operator shall have the right, exercisable by notice in writing to the Co-Owners within 30 days after the Co-Owners have passed an Ordinary Resolution to accept the Offer, to purchase the Property at the same price and on the same terms and conditions as are contained in the Offer approved by Ordinary Resolution of the Co-Owners.

If the Operator fails to provide the notice exercising its right to purchase the Property on the same terms and conditions as are contained in the Offer within the said 30 days, then the Nominee shall accept the Offer and complete the transaction with the party that made the Offer the acceptance of which was approved by Ordinary Resolution of the Co-Owners.

20. HST AND LTT

Each of the Co-Owners hereby authorizes the Operator to make any and all filings, payments and/or remittances for HST with respect to the purchase by each Co-Owner of his respective Interest and any other payments of HST applicable to the services provided to the Nominee or in respect of the Property or the Interest of a Co-Owner.

Each Co-Owners hereby authorizes the Operator to carry out any HST reporting or filing obligations that are required in respect of the Interests or the Property. Such authority shall

LV II409-LV II458-35322

include the execution of any documents that have to be or which may be advisable to be executed under the *Excise Tax Act*. The Operator shall to the extent required under the *Excise Tax Act* make and satisfy all filing and reporting obligations of a Co-Owner with respect to the Interest of the Co-Owner and shall provide each Co-Owner with copies of such filings and reports.

Each of the Co-Owners hereby authorizes the Operator to make any and all filings payments and/or remittances, from funds provided by the Co-Owner, relating to LTT arising from the purchase by each Co-Owner from the Vendor of his respective Interest in the Property. For greater certainty, each of the Co-Owners hereby authorizes the Operator on behalf of the Co-Owner and with the Co-Owner's funds to make any and all payments, remittances and filings under the provisions of the *Land Transfer Tax Act* relating to LTT and within the time period required therefor under the *Land Transfer Tax Act*, arising from the acquisition and/or ownership of the Interest. The Operator shall provide each Co-Owner with copies of such filings and evidence of the payments and remittances upon the written request of a Co-Owner.

21. POWER OF ATTORNEY

Each Co-Owner hereby nominates, constitutes and appoints each of the Operator and the Nominee, acting alone or together, with full power of substitution, as his true and lawful attorney and agent with full power and authority in his name, place and stead, for his use and benefit, to do the following, as fully and effectually as the Co-Owner could do if personally performed including, without limitation:

(a) execute and deliver all such documents or instruments on behalf of and in the name of the Co-Owners, or any of them, as may be deemed necessary by the Operator to carry out fully the provisions of this Agreement in accordance with its terms;

(b) execute, swear to, acknowledge, deliver, file and/or remit to or with the Ministry of Finance (Ontario) pursuant to the *Land Transfer Tax Act*, as amended, all necessary returns and payment or remittances in connection with the acquisition by the Co-Owners of their respective Interests in the Property;

(c) execute, acknowledge, deliver and file and/or remit to or with the CRA, all necessary instruments, declarations, certificates and other documents, and remittances relating to HST;

(d) execute, acknowledge, deliver and file as and where required any election made pursuant to subsection 273(1) of the *Excise Tax Act* as contemplated in each Purchase Agreement;

(e) execute and deliver all conveyances, agreements, documents and other instruments pertaining to the sale, development, redevelopment, financing, refinancing or leasing of the Property as the Operator determines in its sole discretion is in the best interests of the Co-Owners, and as permitted by this Agreement or authorized by Ordinary Resolution or Special Resolution of the Co-Owners; and

(f) execute, acknowledge, deliver and file any and all CRA non-resident personal income tax returns.

Each Co-Owner acknowledges and confirms that the power of attorney granted herein is made pursuant to the *Powers of Attorney Act* (Ontario) and is a power coupled with an interest, will survive the death, disability or other legal incapacity of the Co-Owner and will survive the assignment (to the extent of the Co-Owner's obligations hereunder) by the Co-Owner of the whole or any part of his Interest and extends to the heirs, executors, administrators, successors

LV II409-LV II458-35322

and assigns of the Co-Owner and may be exercised by the Operator or the Nominee, acting alone or together, executing on behalf of the Co-Owners, or any of them, any instrument, by listing all of the Co-Owners to be bound by such instrument with a single signature as attorney and agent for all of them, or otherwise. Each of the Co-Owners agrees to be bound by any representations and actions made or taken in good faith and in accordance with the terms of this Agreement by the Nominee and/or the Operator pursuant to such power of attorney in accordance with the terms hereof and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the Nominee or the Operator taken in good faith under such power of attorney. The Operator shall, at the written request of a Co-Owner, provide such Co-Owner with copies of any of the documents or instruments executed, sworn, delivered, acknowledged or remitted by the Operator for and on behalf of that Co-Owner only under the power of attorney provided for in this Section 21.

22. INDEMNIFICATION

Each of the Co-Owners hereby agrees, severally and not jointly or jointly and severally, to indemnify and hold harmless the Operator and the Nominee from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee, or by any one or more attorneys appointed by it or them under the power to substitute pursuant to the power of attorney provision contained in Section 21 above, by reason of acts, omissions or alleged acts or omissions arising out of the activities of the Operator or the Nominee on behalf of the Co-Owners or in furtherance of the Interests of the Co-Owners but only if the acts, omissions or the alleged acts or omissions in respect of which any actual or threatened action, proceeding or claim are based, were performed in good faith and in accordance with the Agreement.

23. VENDOR'S RIGHT TO RETAIN AN INTEREST

The Co-Owners acknowledge and agree that the Vendor has the right, but not the obligation, to retain an undivided beneficial Interest in the Property (a "**Retained Interest**"), to whatever extent it wishes, and the Vendor to the extent of any such Retained Interest shall for the purposes of this Agreement be a Co-Owner and be deemed to be bound by this Agreement. The Vendor may at any time and from time to time Transfer and assign all or any part of such Retained Interest to any person or persons it deems appropriate and upon such Transfer or assignment, the assignee or transferee thereof shall execute a counterpart of this Agreement and shall be a Co-Owner to the extent of the Retained Interest so transferred or assigned.

24. COMPETING INTERESTS

Each of the Co-Owners and the Operator is entitled, without the consent of any of the others of them, to own property and to carry on any business or activity whatsoever, whether of the same or different nature as that owned by or carried on by any of them, and whether or not in competition with the Interests, the Property or any activity carried on by any of them, and neither any Co-Owner nor the Operator shall be liable to account to any of the other of them.

25. NOTICES

Any notice or communication required or permitted to be given to the Nominee, the Vendor, the Operator or the Co-Owners hereunder shall be in writing and shall be given by delivery or by mailing to same to be addressed as follows:

(a) To the Nominee, the Vendor or the Operator, at its respective mailing address provided in Section 4 above.

LV II409-LV II458-35322

(b) To each Co-Owner at his last address shown on the Co-Owners Record maintained by the Operator.

Any notice or communication delivered as aforesaid shall be in the English language but may be accompanied by an unofficial translation and shall be deemed to have been given to the addressee on the day of delivery, if delivered by courier or, if mailed as aforesaid, shall be deemed to have been given to the addressee on the 10th Business Day following the mailing of such notice, provided that, for such purposes, no day during which there shall be a strike or other occurrence which shall interfere with normal mail services shall be considered a Business Day. If delivery of any notice or communication is made via fax, delivery shall be deemed to have been made on the day following the sending of the fax unless such day is not a Business Day, in which case delivery shall be deemed to have been made on the next Business Day.

26. FURTHER ACTS

The parties hereto agree to execute and deliver such further and other documents and to perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

27. BINDING EFFECT

Subject to the restrictions on Transfers herein contained, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and permitted assigns.

28. SEVERABILITY

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts, by original or facsimile signature, with the same affect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same agreement.

30. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, in the Country of Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

31. DISPUTE RESOLUTION

Any disputes, claims, disagreements, differences, (including, without limitation, interpretation, performance and enforcement) (collectively the "**Dispute**") that may arise between the Co-Owners or any of them and/or the Operator and/or the Nominee relating in any manner to this Agreement, the Property, or the Interests or any of them, shall attempted to be resolved by mediation and if such mediation is not successful, then by arbitration.

LV II409-LV II458-35322

Upon written demand of the Nominee, the Operator or the Co-Owners or any them and within 10 days after such demand, the parties shall attempt to appoint a mediator. If within such period of time they are unable to agree on a mediator, the Dispute shall be resolved by arbitration. If the parties to the Dispute are unable to agree upon a single arbitrator within 10 days after a demand has been made by any party to the Dispute to appoint a single arbitrator then, any party to the Dispute may apply, to a Justice of the Superior Court of Justice sitting in the City of Toronto, in the Province of Ontario, Canada for the appointment of an arbitrator.

The arbitration shall proceed in accordance with the provisions of the *Arbitration Act*, 1991 (Ontario) and any amendments or successor legislation thereto, which provisions shall apply *mutatis mutandis*. The arbitrator shall have the power to determine the procedure for the arbitration and to deliver his or her award notwithstanding the default by any party in respect of any procedural order made by the arbitrator.

The arbitrator shall proceed immediately to hear and determine the Dispute. The award of the arbitrator shall be made within 30 days after the appointment of the arbitrator, subject to any reasonable delay due to unforeseen circumstances. The award of the arbitrator shall be in writing and signed by the arbitrator, and shall be final and binding on the parties to the Dispute, not subject to any appeal, and the parties to the Dispute shall abide by the award and perform the terms and conditions thereof. The arbitration award shall deal with the costs of arbitration and all matters related thereto including the arbitrator's fees and expenses. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Unless otherwise mutually agreed, any mediation or arbitration of a Dispute shall take place in the Municipality of Metropolitan Toronto, in the Province of Ontario, in the Country of Canada.

32. NO INTENTION TO CREATE A PARTNERSHIP

The Co-Owners acknowledge, agree and declare that the entering into of this Agreement does not, and is not intended to, create a partnership, for any purpose. The Co-Owners further agree that nothing herein is to be construed as a limitation of the powers or rights of any Co-Owner to carry on its separate respective activities. Except for the Operator as contemplated in this Agreement, none of the Co-Owners shall have the right to bind any of the other Co-Owners, transact any business in any of the other Co-Owners names or on their behalf or incur any liability for or on behalf of any of the other Co-Owners. The Co-Owners agree that they shall each report their income or loss arising from the ownership of their Interests, for both accounting and income tax purposes, and to the applicable taxing authorities, as co-venture parties independent of one another, and not as partners in a partnership.

33. NO RIGHT TO PARTITION, ETC.

Each of the Co-Owners, by becoming a party to this Agreement, agrees and will be deemed to have agreed that he will not seek any remedy or right for the termination of this Agreement which would otherwise be available at law or in equity or for the termination of the co-ownership of the Property or which would otherwise be available pursuant to the *Partition Act*, R.S.O. 1980, c. 369,) and any amendments or successor legislation thereto, and each such Co-Owner shall be forever estopped from asserting otherwise and from seeking such remedy or right. In the event of any breach of the provisions of this Section 33 by a Co-Owner, the other Co-Owners and the Operator shall, in addition to all rights and remedies at law or in equity to which it is or they are otherwise entitled, be entitled to a decree or order

LV II409-LV II458-35322

perpetually restraining and enjoining such partition, application, action or other proceeding, and the first-mentioned Co-Owner shall not plead in defence thereto that there would be an adequate remedy at law, it being acknowledged by all the parties hereto that the injury and damages flowing from any such breach would be impossible to measure monetarily.

34. TIME

Time shall be of the essence of this Agreement.

35. REFERENCE DATE

This Agreement is dated for reference as of the 30TH day of August, 2012.

IN WITNESS WHEREOF this Agreement is executed with effect as of the day and year first above written.

EXECUTED this 5TH day of SEPTEMBER 2013 with effect as of the day and year first above written.

CO-OWNER

WITNESS

SIGNATURE OF WITNESS

Signature of Witness

Print: CHIAKI HAYASHI

SIGNATURE OF CO-OWNER

Signature of Co-Owner

Print: MIZUE FUKIAGE

LV II409-LV II458-35322

EXECUTED this 1ST day of NOVEMBER, 2013 with effect as of the day and year first above written.

LONDON VALLEY II INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

EXECUTED this 1ST day of NOVEMBER, 2013 with effect as of the day and year first above written.

TSI-LV II INTERNATIONAL CANADA INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

LV II CAPITAL MANAGEMENT INC.

EXECUTED this 1ST day of NOVEMBER, 2013 with effect as of the day and year first above written.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

SCHEDULE "1"

Legal Description of Property

Lands and premises located on 6172 Colonel Talbot Road fronting on the East side of Colonel Talbot Road, in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lots 58 & 57 ETR as in 422573; EXCEPT Part 11, 33R2972 and Part 1, 33R8976; "Description in 422573 may not be acceptable in the Future" London/Westminster

LV II409-LV II458-35322

SCHEDULE "2"

NOTICE OF REQUISITION OF ORDINARY RESOLUTION

By Co-Owners

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____, 201_ .

Witness	**Co-Owner**
_____	_____
Signature	Signature
Print: _____	Print: MIZUE FUKIAGE
Address: _____	Address: _____
_____	_____

Unit Identification No. LV II409-LV II458

By Operator

NOTICE IS HEREBY GIVEN that the undersigned requests the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned signed to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____ , 201__.

LV II CAPITAL MANAGEMENT INC.

Per: _____

Name:
Title:
I have authority to bind the Corporation.

Appendix 1

FORM OF ORDINARY RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____, 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: MIZUE FUKIAGE
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV II409-LV II458

Identification No. _____

SCHEDULE "3"

NOTICE OF REQUISITION OF SPECIAL RESOLUTION

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners to approve the Special Resolution attached hereto as Appendix I **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Special Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Special Resolution.

Dated the _____ day of _____, 201__.

Witness	**Co-Owner**
_____	_____
Signature	Signature
Print: _____	Print: MIZUE FUKIAGE
Address: _____	Address: _____
_____	_____

Unit Identification No. LV II409-LV II458

Identification No. _____

Appendix I

FORM OF SPECIAL RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____ , 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: MIZUE FUKIAGE
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV II409-LV II458

Identification No. _____

LV II409-LV II458-35322

DECLARATION OF TRUST

Cert. No. LV_II_JP_9161ab7a1b61012c4c303f10b4c16b2c

ID. 35322 UDI. LV II409-LV II458

Interest: 50/620TH

This is to certify that MIZUE FUKIAGE is the owner of an undivided beneficial 50/620TH interest (the "Interest") in the real property located on 6172 Colonel Talbot Road fronting on the East side of Colonel Talbot Road, in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lots 58 & 57 ETR as in 422573; EXCEPT Part 11, 33R2972 and Part 1, 33R8976; "Description in 422573 may not be acceptable in the Future" London/ Westminster (the "Property") and that London Valley II Inc., as the registered holder of title to the Property, declares and acknowledges that it is holding title to the Property in trust for and on behalf of MIZUE FUKIAGE, to the extent of the Interest.

Reference is made to the co-owners agreement (the "Agreement") dated for reference as of the 30TH day of August, 2012 among the owner of the Interest named in the within Declaration of Trust, London Valley II Inc. TSI-LV II International Canada Inc., LV II Capital Management Inc. and all other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of the Agreement. The Agreement provides for certain rights and obligations of the owners of undivided beneficial interest in the Property.

This Declaration of Trust and the Interest represented hereby are not transferable by delivery but only by the registered holder hereof, or by his agent duly authorized in writing, upon compliance with the provisions of the Agreement, including delivery to TSI-LV II International Canada Inc. at its principal office in Mississauga, Ontario, of this Declaration of Trust together with a duly executed transfer of beneficial interest in the form required by TSI-LV II International Canada Inc.

IN WITNESS WHEREOF London Valley II Inc. and TSI-LV II International Canada Inc. have caused this Declaration of Trust to be signed by its duly authorized officers this 1ST day of NOVEMBER 2013.

LONDON VALLEY II INC.

Per: _____

Name:
Title:
I/We have authority to bind the Corporation

TSI-LV II INTERNATIONAL CANADA INC.

Per: _____

Name:
Title:
I/We have authority to bind the Corporation

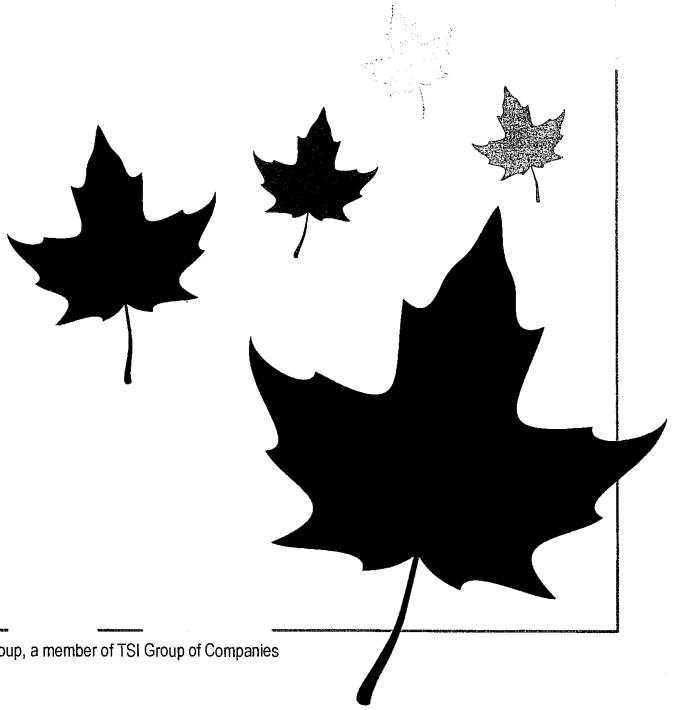
JP 3521E
9/3 2013

TM

TSI INTERNATIONAL

LONDON VALLEY II INC.

TORU FUKIAGE



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UNIT IDENTIFICATION NO. LV II359-LV II378

AGREEMENT OF SALE AND PURCHASE dated the 31ST day of JULY, 2013.

BETWEEN

TORU FUKIAGE,

Identification:DRIVER'S LICENSE (528400285850)

Address: 501 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Phone Number: 81-90-9441-7543

(hereinafter referred to as the "**Purchaser**")

-and-

TSI-LV II INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario,

(hereinafter referred to as the "**Vendor**");

-and-

LONDON VALLEY II INC.,
a corporation incorporated under the laws of the Province of Ontario

(hereinafter referred to as the "**Nominee**")

WHEREAS:

A. The Vendor is the beneficial owner of an undivided interest in a parcel of land described in Schedule "B" annexed to this Agreement (the "**Property**") and title to which Property is registered in the name of the Nominee.

B. The Vendor is engaged in the business of land banking, the prime focus of which is to locate and purchase raw land and to endeavour to rezone the land through the applicable land development process to an approved use determined by the Vendor to be suitable and appropriate in all of the circumstances, and to thereby enhance the value of the land.

C. The Purchaser acknowledges that rezoning of the Property is uncertain and may take many years to achieve, often six years or longer, and that there can be no assurance that rezoning will be obtained, or if obtained, to permit for such use or uses as were requested and/or otherwise on terms and conditions that are satisfactory.

D. The Vendor may from time to time sell undivided beneficial interests in the Property to various purchasers.

E. The Purchaser acknowledges that real estate investments are generally subject to various risks, including a lack of liquidity, the highly competitive nature of the real estate industry, changes in general economic conditions (such as the availability and cost of mortgage funds), conditions of supply and demand for any particular type of real estate in the particular area, government regulations and changes thereto (including uncertainties and delays in zoning, subdivision and development regulatory approval processes, taxation of

LV II359-LV II378-35214

property and environmental legislation), changes in governments and the political environment in the jurisdiction where the real estate is located, and sensitivity to interest rates, among other factors.

F. The Purchaser acknowledges having had the opportunity to review this Agreement and its schedules with its advisors and to conduct such due diligence investigations as the Purchaser deemed appropriate with respect to all matters pertaining to the Property and to the Vendor.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. SALE OF UNDIVIDED BENEFICIAL INTEREST IN LAND

1.1 The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser a 20/620TH undivided beneficial interest in the Property (the "**Purchaser's Land Interest**").

1.2 The Purchaser's Land Interest will be identified by the following designated identification number: LV II359-LV II378

2. . PURCHASE PRICE

2.1 The Purchaser shall pay the aggregate sum of Ten Thousand Dollars of lawful money of Canada (C$10,000) for each 1/620TH undivided beneficial interest in the Property upon execution of this Sale and Purchase Agreement, of which Nine Thousand Five Hundred Dollars (C$9,500) of lawful money of Canada will be paid on account of the purchase price for such interest, and Five Hundred Dollars (C$500) of lawful money of Canada will be paid into a segregated account known as the "Concept Planning Fund" (the "**Concept Planning Fund**") to be used to defray costs, expenses and fees to be incurred in connection with the Property, as more particularly hereinafter described and as described in the Co-Owners Agreement (as such term is hereinafter defined).

2.2 The Purchaser hereby agrees to purchase the Purchaser's Land Interest for a total purchase price of ONE HUNDRED NINETY THOUSAND DOLLARS ONLY of lawful money of Canada (C$190,000.00) (the "**Purchase Price**"), and to pay the amount of TEN THOUSAND DOLLARS ONLY of lawful money of Canada (C$10,000.00) into the Concept Planning Fund (the "**Concept Planning Fund Contribution**"). All references in this Agreement to payments of money being made shall mean lawful money of Canada.

2.3 The Purchase Price excludes applicable harmonized sales tax (the "**HST**") pursuant to the *Excise Tax Act*, R.S.C. 1985, c E-15, as amended (the "**ETA**") and the Purchaser agrees to pay the HST in addition to the Purchase Price and the Concept Planning Fund Contribution, unless the Purchaser has obtained and inserted (or instructed to be inserted) its HST registration number set forth below on the signing page of this Agreement, below its signature, prior to acceptance of this Agreement by the Vendor, in which case the Purchaser hereby represents and warrants that it is a registrant for HST purposes under the provisions of the ETA, under such registration number.

2.4 Included in the Purchase Price and the Concept Planning Fund Contribution, the Purchaser shall be responsible for the payment of land transfer tax ("**LTT**") under

the *Land Transfer Act*, R.S.O., c L.6. as amended (the "**LTTA**"), in the amount of ONE THOUSAND SEVEN HUNDRED SEVEN DOLLARS AND NINETY TWO CENTS of lawful money of Canada (C$1,707.92).

2.5 The Purchaser covenants to pay, make and submit all necessary payments, filings and remittances within the time periods required therefor under the provisions of the ETA, if applicable, and the LTTA, and the regulations thereunder. The Purchaser hereby authorizes the Vendor on behalf of the Purchaser and with the Purchaser's funds, to make any and all payments, filings and remittances within the time periods required therefore under the provisions of the ETA relating to HST, if applicable, and under the provisions of the LTTA relating to LTT required to be made by the Purchaser arising from its acquisition of the Purchaser's Land Interest. While the Vendor agrees to assist the Purchaser in submitting such payments, remittances and filings, for greater certainty, nothing herein contained shall oblige the Vendor to make any payments or remittances from its own resources or funds and all such payments and remittances and filings shall be the Purchaser's obligation.

2.6 Funds in the Concept Planning Fund shall be applied towards defraying future costs of every nature and kind related to the Property, including property management costs, costs, fees, and services incurred in connection with planning activities, development submissions, subdivision applications, operational costs and all other activities and matters concerning or related to the Property, as determined by the Operator (as such term is defined in the Co-Owners Agreement) which would be incurred by or on behalf of the Purchaser as a Co-Owner. The Concept Planning Fund is intended to be a deposit account. The Purchaser's proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Purchaser following completion of the sale of the Property. The Purchaser's proportionate share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of the Co-Owners Agreement) will be paid by the Purchaser (in its capacity as a Co-Owner) and deducted from its proportionate share of any sale proceeds receivable by it, if and when the Property is sold or otherwise disposed of.

3. PAYMENT OF THE PURCHASE PRICE

3.1 The Purchaser hereby agrees that the Purchase Price, the Concept Planning Fund Contribution, and all other amounts due and payable hereunder, shall be paid to the Vendor on the Closing Date (as hereinafter defined). Following the Closing Date, the Vendor shall deliver the Concept Planning Fund Contribution to the Operator for deposit into the Concept Planning Fund.

3.2 All payments of the Purchase Price, the Concept Planning Fund Contribution, and such other amounts shall be made through the appointed agent (the "**Vendor's Agent**"), the Vendor's authorised agent and representative in the jurisdiction of residence of the Purchaser, and the Vendor hereby directs the Purchaser to make all such payments to the Vendor's Agent, who is authorised by the Vendor to acknowledge receipt of the Purchase Price and other amounts paid hereunder.

4. CLOSING DATE, DELIVERIES, COSTS, NON-MERGER

4.1 The date on which this Agreement is signed by the Purchaser and is accepted and signed by the Vendor and the Nominee shall be the "**Closing Date**". On the Closing Date, in addition to delivering the Purchase Price and this Agreement, the Purchaser agrees to deliver to the Vendor's Agent a copy of the Co-Owners Agreement signed by the Purchaser.

LV II359-LV II378-35214

4.2 Within ninety (90) days after the Closing Date, the Vendor agrees to deliver to the Purchaser the following documents (the "**Closing Documents**"):

(a) this Agreement, duly executed by the Vendor and the Nominee;

(b) a Declaration of Trust (as hereinafter defined), duly executed by the Nominee; and

(c) the Co-Owners Agreement (as hereinafter defined), duly executed by the Nominee and Operator (as therein defined).

4.3 The Vendor shall pay for the cost of drafting and/or settling the Closing Documents. The Vendor shall not be obligated to pay any other costs associated with the purchase of the Purchaser's Land Interest.

4.4 This Agreement shall be irrevocable by the Purchaser for a period of 120 days following its execution and delivery to the Vendor or the Vendor's Agent. This Agreement shall only become binding upon the Vendor and the Nominee following the Vendor and the Nominee having each accepted this Agreement as signified by its respective execution of this Agreement where indicated below.

4.5 All representations, warranties and covenants of the Purchaser as set out in this Agreement shall not merge upon closing but shall survive closing and the Closing Date.

5. VENDOR REPRESENTATIONS AND WARRANTIES

5.1 The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in completing the sale and purchase transaction contemplated in this Agreement:

(a) the Vendor is the beneficial owner of the Purchaser's Land Interest with good and marketable title thereto, subject to Section 6.1;

(b) registered title to the Property and beneficial title to the Purchaser's Land Interest shall be good and marketable and clear and free from all mortgages, charges and financial liens on the Closing Date;

(c) the Vendor has the right, power and authority to sell the Purchaser's Land Interest as contemplated in this Agreement;

(d) the Vendor is a corporation properly constituted and in good standing under the laws of the Province of Ontario and the laws of Canada applicable therein; and

(e) the Vendor is not now and on the Closing Date will not be a non-resident of Canada within the meaning of the *Income Tax Act* (Canada), R.S.C. 1985, c.1 (5th Supp.), as amended from time to time.

6. EASEMENTS, LIENS, REGISTERED AGREEMENTS

6.1 Other than any mortgage, charge or financial lien which the Vendor is required to discharge pursuant to this Agreement, registered title to the Property, and beneficial title to the Purchaser's Land Interest, shall be subject to all other liens and encumbrances registered

LV II359-LV II378-35214

on title to the Property on the Closing Date or which may be registered against the title to the Property after the Closing Date, including those registered in connection with the rezoning or development process relating to the Property, and including, without limitation, agreements with the applicable municipality or region, agreements with public regulated utilities, easements for the supply of domestic utility or telephone services to the Property or properties which are adjacent to the Property, easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the Property or its proposed development, other registered restrictions or covenants that run with the lands, and the restrictions and reservations in the Crown patent.

7. PURCHASER(S)' REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 The Purchaser represents and warrants to and covenants in favour of the Vendor as follows:

(a) there are no liens, mortgages, judgements, executions or other encumbrances, related to or attaching to the Purchaser's Land Interest or any part thereof;

(b) the Purchaser shall keep the Purchaser's Land Interest and every part thereof free and clear of all liens, mortgages, other encumbrances, judgements or executions. The Purchaser warrants and represents that all such liens, mortgages, judgements, executions other encumbrances, if any, shall be discharged and removed forthwith at the Purchaser's sole cost and expense and the Purchaser shall hold harmless the Vendor and all other beneficial owners of undivided interests in the Property from time to time against any and all claims, liabilities, actions, cause of actions, charges, demands and costs, including solicitors fees in connection therewith; and

(c) the Purchaser will not register or cause to be registered this Agreement, the Co-Owners Agreement, notice of this Agreement, notice of the Co-Owners Agreement, notice of the Purchaser's Land Interest, or any caution against title to the Property and the Purchaser shall forthwith remove and discharge any such registration at its costs and expense, failing which the Vendor may do so at the cost and expense of the Purchaser.

7.2 The foregoing warranties, representations and covenants of the Purchaser shall not merge on closing but shall survive closing and the Closing Date.

8. PURCHASER(S)' PARTICULARS, NATURE OF VESTING OF BENEFICIAL TITLE

8.1 The Purchaser agrees and confirms that the personal information provided in Schedule "A" annexed hereto is true, accurate and complete and agrees to inform the Vendor in writing forthwith of any change in any of the information therein provided.

8.2 If there is more than one person that comprises the Purchaser, then the Purchaser's Land Interest will be held as joint tenants with right of survivorship unless the box below is initialled by the Purchaser in which case the Purchaser's Land Interest will be deemed to be held as tenants-in-common, in the percentages noted therein.

LV II359-LV II378-35214

[ ] Purchaser elects to hold Purchaser's Land Interest as tenants- in -common and not as joint tenants, as follows: _____ as to ___%, _____ as to ____%.

9. PRESENT STATE AND CONDITION OF PROPERTY

9.1 The Purchaser hereby agrees that the purchase of the Purchaser's Land Interest is on an "as is, where is basis" with no representations or warranties whatsoever made by the Vendor, other than as expressly set out in this Agreement.

10. TITLE INSURANCE

10.1 The Nominee as registered owner of the Property obtained title insurance upon acquiring the Property (the "**Title Insurance Policy**") in such form and in such amount and with such stipulations, limitations and qualifications respecting coverage as it deemed appropriate.

11. NOMINEE AS BARE TRUSTEE; DECLARATION OF TRUST

11.1 The Purchaser acknowledges that the registered title to the Property is held by the Nominee, as nominee and bare trustee for the Vendor to the extent of its undivided beneficial interest in the Property, and as nominee and bare trustee for others to the extent of their respective undivided beneficial interests in the Property, and that on completion of the transaction herein contemplated the Nominee will hold the registered title to the Property to the extent of the Purchaser's Land Interest as nominee and bare trustee for the Purchaser and others to the extent of their respective undivided beneficial interests in the Property.

11.2 The mailing address of the Nominee for receiving notices shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee may change its mailing address from time to time by giving notice in writing to that effect pursuant to the notice provisions contained in the Co-Owners Agreement.

11.3 The Nominee agrees to execute and deliver to the Purchaser a declaration of trust (the "**Declaration of Trust**") wherein it will confirm that, from and after the Closing Date, it is holding the title to the Property for and on behalf of the Purchaser, to the extent of the Purchaser's Land Interest, in the place and stead of the Vendor.

11.4 The Purchaser acknowledges that the registered title to the Property shall at all times be in the name of the Nominee.

12. NO RIGHT TO USE, OCCUPY OR ACCESS

12.1 The Purchaser agrees that it hereby waives all rights of use, occupation and rights of access to the Property, and any part thereof, in order to facilitate the future rezoning and ultimate subdivision and re-development of the Property, for the benefit of all Co-Owners. The provisions of this Section 12 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date.

13. CO-OWNERS AGREEMENT

13.1 The Purchaser agrees that concurrent with its execution and delivery of this Agreement, the Purchaser shall execute and deliver the agreement or a counterpart of the co-

owners agreement, a draft copy of which is annexed hereto as Schedule "C" (the "**Co-Owners Agreement**").

13.2 The Co-Owners Agreement shall govern, amongst other things, the following:

(a) the rights and obligations of the Purchaser, as owner and any other owners of undivided beneficial interests in the Property;

(b) any future sale, financing and/or development of the Property;

(c) procedures for consent and approvals by the Co-Owners (as such term is defined in the Co-Owners Agreement);

(d) appointing the Operator (as such term is defined in the Co-Owners Agreement) for and on behalf of the Co-Owners;

(e) the rights and obligations of the Operator of the Property;

(f) the obligation of the Nominee as registered holder of the title to the Property for an on behalf of the Co-Owners;

(g) the right to transfer or assign the Purchaser's Land Interest or any part thereof and the terms conditions to be satisfied with respect to any such assignment or transfer; and

(h) such other matters as are therein contained.

13.3 The Vendor shall not be obligated but shall have the right to retain an undivided beneficial interest in the Property to such extent as it may in its absolute discretion deem appropriate and thus be a co-owner thereof and with respect to such undivided beneficial interest it shall be subject to the terms of the Co-Owners Agreement and entitled to exercise the rights of a Co-Owner.

14. SUBDIVISION CONTROL PROVISIONS

14.1 The Vendor agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and this Agreement shall be effective to create an interest in the Property provided that the provisions of the *Planning Act* (Ontario) are complied with in connection with the transaction of sale and purchase of the Purchaser's Land Interest.

15. NO REPRESENTATIONS, WARRANTIES OR ADVICE

15.1 The Purchaser acknowledges that none of the Vendor, the Nominee, the Vendor's Agent nor anyone acting on its or their behalf has made any representations or warranties except as are expressly set forth in this Agreement or the Co-Owners Agreement, nor given any advice respecting the tax treatment relating to the purchase or disposition of the Purchaser's Land Interest or any part thereof or the Property, nor as to the timing of sale, rezoning or development of the Property nor with respect to any potential or anticipated profit to be derived or derivable from the Purchaser's Land Interest or the Property.

15.2 The Purchaser has been urged and advised to consult with the Purchaser's own respective advisors including legal and tax advisors, with respect to the purchase and other matters pertaining to the Property and the Purchaser's Land Interest and the Closing Documents.

LV II359-LV II378-35214

16. SOURCE OF FUNDS

16.1 The Purchaser hereby represents, warrants, confirms and acknowledges that the source of the Purchaser's funds:

(a) are not derived directly or indirectly from any crime;

(b) are not linked directly or indirectly to any terrorists or against anti terrorist laws;

(c) are not embargoed funds; and

(d) are not obtained in violation of any laws or seeking to escape or avoid any tax laws;

16.2 The Purchaser covenants that all payments and remittances shall strictly comply , at its own expense, with all regulatory or exchange control provisions in force on the Closing Date and applicable to this Agreement.

16.3 The provisions of this Section .16. shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date.

17. NOTICES

17.1 All notices required hereunder shall be in writing and in the English language and may be served either personally upon the parties or by electronic transmission namely by fax or email addressed to the Parties at their respective last known addresses, fax number or email address.

18. HEIRS, ASSIGNS, ETC.

18.1 This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective heirs , administrators, executors, successors and permitted assigns; provided that, the Purchaser shall not be entitled to assign this Agreement or any of its rights hereunder without the prior written approval of the Vendor, which approval may be withheld in its absolute discretion.

19. SUPERCEDING AGREEMENT

19.1 This Agreement shall supercede any and all previous discussions, representations, agreements or understandings made by or on behalf of either of the parties hereto for or relating to the purchase and sale of the Purchaser's Land Interest.

20. SCHEDULES

20.1 Schedules "A", "B" and "C" annexed hereto form an integral part of this Agreement and shall be read together with this Agreement.

21. COUNTERPARTS

21.1 This Agreement may be executed in any number of counterparts and by original or facsimile signature with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement.

LV II359-LV II378-35214

22. LAWS AND JURISDICTION-ONTARIO

22.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

23. CAPTIONS

23.1 The captions of the sections of this Agreement are for convenience only and do not amplify or limit in any way the provisions hereof.

24. EFFECT OF PARTIAL INVALIDITY ON THIS AGREEMENT

24.1 In the event that any provision of this Agreement is illegal, void or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

25. FACSIMILE DOCUMENTS

25.1 The parties agree to accept facsimile executed documents, including Closing Documents, as if they were originally signed documents.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SET OUT BELOW.

WITNESSED BY:

DATE OF EXECUTION: 2013-07-31

THE PURCHASER

CHIAKI HAYASHI
Print Name of Witness

TORU FUKIAGE
Print Name of Purchaser

✓ Chiaki Hayashi
Signature of Witness

Signature of Purchaser

Witness Identification Number

HST Number:

808168538RT0001

LV II359-LV II378-35214

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DATE OF EXECUTION: 2013-9-13
THE VENDOR:
TSI-LV II INTERNATIONAL CANADA INC.

Per:

Name:
Title:
HST Number: 81566 6888 RT 0001

I/We have the authority to bind the Corporation.

DATE OF EXECUTION: 2013-9-13

THE NOMINEE:
LONDON VALLEY II INC.

Per:

Name:
Title:
I/We have the authority to bind the Corporation.

TSI INTERNATIONAL

SCHEDULE "A" – PURCHASER(S) PARTICULARS

Information Concerning Purchaser(s):

1. PURCHASER:

Full Name: TORU FUKIAGE

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: 501 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Home Telephone: 81-90-9441-7543 Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: _____

Country of Birth: JAPAN

The following have been provided to the Vendor:

(✓) Driver's Licence ( ) Passport ( ) Other_____

2. Second or additional person as Purchaser:

Full Name: _____

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: _____

Home Telephone: _____ Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: _____

Country of Birth: _____

The following have been provided to the Vendor:

( ) Driver's Licence ( ) Passport ( ) Other_____

SCHEDULE "B" – PROPERTY and NOMINEE

LEGAL DESCRIPTION OF PROPERTY

Lands and premises located on 6172 Colonel Talbot Road fronting on the East side of Colonel Talbot Road, in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lots 58 & 57 ETR as in 422573; EXCEPT Part 11, 33R2972 and Part 1, 33R8976; "Description in 422573 may not be acceptable in the Future" London/Westminster

REGISTERED HOLDER OF LEGAL TITLE TO PROPERTY

LONDON VALLEY II INC.

Office: 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3

Tel No: 1-905-602-7463

Fax No: 1-905-602-7460

SCHEDULE "C" – CO-OWNERS AGREEMENT

LV II359-LV II378-35214

UNIT IDENTIFICATION NO. LV II359-LV II378

CO-OWNERS AGREEMENT

LONDON VALLEY II INC.

THIS CO-OWNERS AGREEMENT is dated the 30TH day of August, 2012.

BETWEEN:

TORU FUKIAGE,

Identification: DRIVER'S LICENSE (528400285850)

Address: 501 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

(hereinafter referred to as the "**Purchaser**")

-and-

LONDON VALLEY II INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Nominee**")

-and-

TSI-LV II INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Vendor**")

-and-

LV II CAPITAL MANAGEMENT INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Operator**")

-and-

All other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of this Agreement

(hereinafter collectively referred to as the "**Co-Owners**")

WHEREAS:

1. Pursuant to a Sale and Purchase Agreement, the Vendor has sold to the Purchaser, and the Purchaser has purchased from the Vendor, an undivided beneficial interest in the Property;

2. The Nominee is the registered owner of the Property and has agreed to hold the Property as nominee and bare trustee for and on behalf of the Co-Owners from time to time;

3. Every purchaser of an undivided beneficial interest in the Property, every assignee of such purchaser, and every assignee of each such assignee, is required to execute and deliver a counterpart of this Agreement and shall be bound as a Co-Owner pursuant thereto; and

LV II359-LV II378-35214

4. This Agreement sets forth the provisions which govern the Co-Owners' ownership of undivided beneficial interests in the Property and any future sale, financing and/or development with the Property and their respective undivided beneficial interests therein.

NOW THEREFORE in consideration of the payment of the sum of One Dollar ($1.00) and other good and valuable consideration now paid by each party to the other, the receipt of which is hereby acknowledged, and of the premises and the mutual covenants herein contained, the parties hereto hereby covenant and agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall be deemed to have the following meanings:

(a) "**ASPE**" shall have the meaning ascribed thereto in Section 16 of this Agreement;

(b) "**Additional Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(c) "**this Agreement**", "**hereof**", "**herein**," "**hereunder**" and words to like effect, refer to this Co-Owners Agreement as a whole and not to any particular provision, as it may be amended, supplemented and/or restated from time to time;

(d) "**Business Day**" means any day of the week other than a Saturday, Sunday or a day which is a statutory holiday, in Ontario, Canada;

(e) "**Concept Planning Fund**" shall have the meaning ascribed thereto in Section 18 of this Agreement;

(f) "**Co-Owners**" means the owners from time to time of Interests and who have signed a counterpart of this Agreement, and shall include the Purchaser, as well as the Vendor to the extent that it retains any Interest, and "**Co-Owner**" means any of the Co-Owners;

(g) "**Co-Owners Record**" has the meaning ascribed thereto in Section 11 of this Agreement;

(h) "**CRA**" means the Canada Revenue Agency, established pursuant to the *Canada Revenue Agency Act*, S.C. 1999, c. 17, which administers tax laws of Canada, including under the *Income Tax Act*, for the Government of Canada;

(i) "**Declaration of Trust**" means the declaration of trust executed by the Nominee concurrently with the completion by a Co-Owner of the purchase from the Vendor of an Interest and pursuant to which the Nominee declares and confirms that it holds registered title to the Property in trust for and on behalf of such Co-Owner, to the extent of such Co-Owner's respective Interest. For greater certainty, "**Declaration of Trust**" includes the declaration of trust executed by the Nominee upon the completion by a Co-Owner of the Transfer of an Interest to a transferee in accordance with the provisions of this Agreement, and includes the declaration of trust executed by the Nominee in favour of the Vendor at the time of its acquisition of the Property;

(j) "**Designated Person**" shall have the meaning ascribed thereto in Section 10 of this Agreement;

LV II359-LV II378-35214

(k) "**Dispute**" shall have the meaning ascribed thereto in Section 31 of this Agreement;

(l) "***Excise Tax Act***" means the *Excise Tax Act* (Canada), as amended from time to time, including the regulations made pursuant thereto;

(m) "**HST**" means the harmonized sales tax payable pursuant to the *Excise Tax Act*, including the Province of Ontario's portion thereof;

(n) "***Income Tax Act***" means the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.), as amended from time to time, including the regulations made pursuant thereto;

(o) "**Initial Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(p) "**Interest**" means the undivided beneficial interest in the Property purchased by a Co-Owner pursuant to a Sale and Purchase Agreement, and includes any undivided beneficial interest in the Property continued to be owned by the Vendor, and "**Interests**" means every Interest;

(q) "***Land Transfer Tax Act***" means the *Land Transfer Tax Act*, R.S.O. c.L.6, as amended;

(r) "**LTT**" means the land transfer tax payable pursuant to the *Land Transfer Tax Act*;

(s) "**Net Income**" shall have the meaning attributed thereto in Section 6(j) of this Agreement;

(t) "**Notice Requisitioning an Ordinary Resolution**" shall have the meaning attributed thereto in Section 8 of this Agreement;

(u) "**Notice Requisitioning a Special Resolution**" shall have the meaning attributed thereto in Section 10 of this Agreement;

(v) "**Offer**" shall have the meaning attributed thereto in Section 19 of this Agreement;

(w) "**Operator**" means LV II Capital Management Inc., or the Designated Person that may be appointed as the Operator's replacement as determined in accordance with Section 10 of this Agreement;

(x) "**Ordinary Resolution**" means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 51% of the aggregate Interests in the Property;

(y) "**Planning Activities**" means the reports, plans, studies, audits, assessments, investigations, legal proceedings, procedures, filings, submissions, applications and/or any other actions taken or made in respect of or in furtherance of the rezoning of, or other land use planning matters related to, the Property;

(z) "**Property**" means the real property legally described on Schedule "1" annexed hereto;

(aa) "**Retained Interest**" shall have the meaning attributed thereto in Section 23 of this Agreement;

(bb) "**Sale and Purchase Agreement**" means the agreement of sale and purchase, or an agreement substantially in the form of the agreement of sale and purchase, entered into

LV II359-LV II378-35214

between the Vendor, as vendor, and each Co-Owner (other than the Vendor), as purchaser, pursuant to which each Co-Owner agreed to acquire its respective Interest in the Property. **"Sale and Purchase Agreements"** means every Sale and Purchase Agreement;

(cc) **"Special Resolution"** means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 85% of the aggregate Interests in the Property;

(dd) **"Transfer"** shall have the meaning ascribed thereto in Section 11 of this Agreement; and

(ee) **"Vendor"** means TSI-LV II International Canada Inc.

2. INTERPRETATION

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) the division of this Agreement into Articles, paragraphs, subparagraphs and schedules and the insertion of headings are provided for convenience only and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;

(b) all references to currency herein are references in Canadian dollars;

(c) any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto;

(d) any reference to an entity shall include and shall be deemed to be a reference to any entity that is a successor to such entity;

(e) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

3. TITLE

Legal title to the Property shall be held in the name of the Nominee, which shall hold such title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Vendor, to the extent of its Retained Interest, if any.)

4. MAILING ADDRESSES

The mailing address of the Nominee, the Vendor and the Operator shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee, the Vendor and/or the Operator may change its mailing address from time to time by giving notice in writing to that effect to all Co-Owners, pursuant to the notice provisions contained in this Agreement.

LV II359-LV II378-35214

5. REPRESENTATIONS AND WARRANTIES OF THE NOMINEE AND OPERATOR

(a) The Nominee represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite power, capacity and corporate authority to act as nominee and to perform its obligations under this Agreement;

(iii) it shall not carry on any business other than for the purposes set forth in this Agreement;

(iv) it holds and shall continue to hold legal title to the Property as nominee and bare trustee for and on behalf of each Co-Owner to the extent of each Co-Owner's Interest; and

(v) it shall only deal with the Property in the manner and as provided for in this Agreement.

(b) The Operator represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite capacity and corporate authority to act as Operator, and to perform its obligations under this Agreement; and

(iii) it shall comply with its obligations as provided for in this Agreement.

6. OPERATION AND MANAGEMENT OF THE PROPERTY

The Co-Owners hereby appoint the Operator and the Operator hereby accepts the appointment as the operator and manager of the Property and agrees to undertake such Planning Activities as the Operator may determine in its discretion, acting reasonably, are required to rezone the Property to such use or uses as the Operator shall determine, acting reasonably, and in the best interest of the Co-Owners. The Operator agrees to carry out such Planning Activities and to operate and manage the Property in good faith and in the best interest of the Co-Owners. The Operator agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and to proceed diligently to make all necessary applications to rezone the Property to such use or uses as the Operator shall determine, in its reasonable discretion, and to use its reasonable commercial efforts, at the cost and expense of the Co-Owners, with such costs to be defrayed out of the Concept Planning Fund initially, to obtain all necessary approvals and consents from applicable governmental authorities in connection therewith. Subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have such general powers and authority to administer, manage, control, operate, finance, refinance, develop, lease, grant easements and other rights in, under and over, the Property and to do any act, take any proceeding, make any decision and execute and deliver any instrument, deed, agreement, affidavit or document necessary for or incidental to any of the foregoing, for and on behalf and in the name of the Co-Owners, or as the Co-Owners may so direct by Special Resolution. No person dealing with the Operator

LV II359-LV II378-35214

will be required to enquire into the authority of the Operator to do any act, take any proceeding, make any decision or execute and deliver any instrument, deed, agreement or document for or on behalf or in the name of the Co-Owners.

Without limiting the generality of the foregoing provisions of this Section 6, but subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have the following specific powers and authorities without further authority or approval from the Co-Owners:

(a) to engage such professional advisers and consultants as the Operator considers advisable in order to perform its duties hereunder;

(b) to open and operate one or more bank accounts in its name, as agent for the Co-Owners in respect of the Property with a Canadian chartered bank or trust company, into which the Operator may deposit all rentals, if any, and other income earned from the Property (if any) (which for greater certainty shall not include the Concept Planning Fund), and out of which account(s) all expenses properly relating to the Property shall be paid, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of such funds to cover all such expenses;

(c) to execute, deliver and carry out all other agreements which require execution by or on behalf of the Co-Owners with respect to the Property, including without limitation, any agreements required by any governmental or statutory authority having jurisdiction over or with respect to the Property, development agreements, site plan agreements, cost sharing agreements, easements and rights of way;

(d) to enter into lease and/or tenancy arrangements in respect of the Property or any part thereof and to collect all rentals and other income therefrom, if any, provided that nothing herein shall constitute a guarantee by the Operator of the payment of any rent by tenants;

(e) to pay all taxes, fees and other expenses relating to the orderly maintenance and management of the Property out of the Concept Planning Fund, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of funds to cover all such expenses;

(f) to commence or to defend on behalf of the Co-Owners, the Nominee, or itself, any and all actions and other proceedings pertaining to the Property or to the Co-Owners;

(g) to determine the amount and type of insurance coverage, if any, to be maintained in order to protect the Property and the Co-Owners from all usual perils of the type covered in respect of comparable properties and in order to comply with the requirements of any lenders of funds;

(h) to retain, employ and pay and discharge on behalf of the Co-Owners all servants, employees, advisors, consultants and/or contractors necessary to be retained for the management and operation of the Property, including, without limitation, for matters relating to its rezoning and development;

(i) to contract on behalf of the Co-Owners for water, gas, electricity and other utility services and commodities, including cable and telephone services necessary for the development, operation and maintenance of the Property; and

(j) to distribute the Net Income from the ownership, operation, use, financing, refinancing, and/or sale of the Property (if any) to each Co-Owner, proportionate to its respective Interest. For the purposes of this Agreement, "**Net Income**" shall mean the gross receipts (which, for greater certainty, shall not include the Concept Planning Fund) derived in any way from dealing with the Property, received by or on behalf of the Co-Owners from the ownership, operation, use, leasing, financing, refinancing, sale of, and/or development and/or any other dealing with of the Property, minus the aggregate of all proper expenses and charges incurred in connection therewith, calculated on an accrual basis, including:

(i) payment of principal and interest owing to mortgagees or other encumbrancers, or other lenders;

(ii) realty taxes, property tax assessments, charges or levies made by any duly constituted governmental or statutory authority, due and owing and secured by a right or apparent right to claim a lien or charge upon the Interests, or any of them, or the Property, and money due and owing from improvements to the Property secured by a lien or charge in favour of materialmen or workmen or trade contractors or other like persons or corporations upon the Interests, or any of them, or the Property;

(iii) all costs and expenses of any sale, financing or refinancing;

(iv) all development costs and expenses;

(v) all costs and expenses of operating, maintaining, leasing, managing, using, and/or developing the Property, and the costs and expenses of repair;

(vi) lighting, electricity and public utilities costs and expenses;

(vii) professional fees reasonably attributed to the Property, its operation, use, financing, refinancing, sale and/or development;

(viii) all other costs, expenses or disbursements which are properly attributable to the Property, except payments to the Co-Owners on account of capital or distribution of Net Income; and

(ix) reserves in such amount as deemed appropriate by the Operator from time to time, including without limitation for the purposes of replacement of major equipment, major renovations and repairs, leasehold improvements, marketing costs and any other reserves normally required for the prudent operation, use, financing, refinancing, sale and/or development of a like property.

Each Co-Owner shall have a proportionate beneficial interest in all of the gross cash receipts derived from the Property and shall be responsible for its proportionate share of the expenses and charges incurred in connection with the Property, in each case proportionate to its respective Interest. Each Co-Owner hereby irrevocably directs the Operator to pay its proportionate share of such expenses and charges out of its proportionate share of such gross cash receipts, as well as out of the Concept Planning Fund.

Each Co-Owner hereby confirms and acknowledges that neither the Operator nor any of its officers, directors, employees, advisors, consultants, agents or representatives has made any warranty or representation, or given any advice:

LV II359-LV II378-35214

(k) as to or in respect of the tax treatment of the purchase, disposition or holding of the Interest by a Co-Owner; or

(l) as to the timing of the rezoning or sale or development of the Property or the returns attainable by the Co-Owners upon a sale or lease of or other dealing with the Property.

Each Co-Owners acknowledges that he has been advised to seek his own independent legal and tax counsel prior to entering into a Sale and Purchase Agreement and this Agreement.

7. AUTHORITY TO WITHHOLD

The Operator is authorized to withhold any amounts required to be withheld from any distribution or other payment to a Co-Owner pursuant to the provisions of the *Income Tax Act* and to make payment of any such amount on behalf of a Co-Owner to the CRA, on account of taxes as may be required by law.

8. POWERS EXERCISABLE BY ORDINARY RESOLUTION

Notwithstanding anything to the contrary contained in this Agreement, the following powers shall only be exercisable by the Operator after an Ordinary Resolution is passed by the Co-Owners:

(a) approving the sale or exchange of all or any part of the Property (other than the sale of Interests by the Operator pursuant to Sale and Purchase Agreements);

(b) approving a proposal or plan to develop the Property;

(c) subject to Section 17, consenting to the amendment of this Agreement, provided that, no amendment to this Agreement shall impose or increase any financial or other obligations upon any of the Nominee of the Operator, or in any way adversely affect the Nominee or the Operator, without the prior written approval of the Nominee or the Operator, as the case may be;

(d) approving or ratifying the making of an Additional Advance by the Operator, in accordance with Section 18; or

(e) requiring that the financial statements for the Property be audited.

Other than a matter which under the terms of this Agreement requires a Special Resolution, the Operator may at any time and from time to time by notice in writing to all Co-Owners substantially in the form annexed hereto as Schedule "2" (the "**Notice Requisitioning an Ordinary Resolution**") request the Co-Owners to consider and approve any matter relating to the Property not requiring a Special Resolution. The Notice Requisitioning an Ordinary Resolution shall specify with reasonable detail the matter to be approved by the Co-Owners.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution. If the Operator fails to deliver such Notice Requisitioning an Ordinary Resolution within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or a group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the

LV II359-LV II378-35214

Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution which the Operator failed to deliver within the time provided in this Section 8 for the Operator to do so.

9. POWERS EXERCISABLE BY SPECIAL RESOLUTION

The following powers shall only be exercisable by Special Resolution passed by the Co-Owners:

(a) terminating the appointment of the Operator and appointing a new Operator from time to time, in accordance with the provisions of Section 10;

(b) instituting or continuing an action or suit against the Operator for damages based upon the fraud or gross negligence of the Operator in the performance of its obligations under this Agreement;

(c) requiring the Operator to remove the incumbent independent firm of chartered accountants qualified in Canada appointed pursuant to Section 16 and requiring the Operator to appoint a replacement; or

(d) apppointing a replacement for the Nominee in the event that the Nominee should be wound up or dissolved or be declared a bankrupt, such replacement to hold legal title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Operator if it retains any Retained Interest.)

10. CONTROL AND AUTHORITY VESTS WITH CO-OWNERS

The Co-Owners may by Special Resolution terminate and remove the Operator (in its capacity as Operator and not as a Co-Owner)and appoint a new Operator in its place and stead. Such new Operator shall be bound by all of the terms of this Agreement and shall execute an agreement confirming that it is bound under this Agreement as if it was an original signatory thereto.

Upon termination, the Operator terminated shall forthwith upon request of the person designated in the Special Resolution as the replacement Operator (the "**Designated Person**") do the following:

(a) deliver all agreements, documents, instruments, books and records and writings relating to the Property in its possession to the Designated Person, including, without limitation, the Co-Owners Record;

(b) execute and deliver such consents, acknowledgements and assignments pertaining to the Property and any Planning Activities as the Designated Person may require;

(c) cause its representatives on the board of directors of the Nominee to execute resignations as directors and officers forthwith after being required to do so by the Designated Person, provided the Nominee shall continue to indemnify such directors and officers in accordance with its by-laws in existence at the date hereof;

(d) execute and deliver a release in form and content satisfactory to the Designated Person, acting reasonably, releasing the Nominee and the Co-Owners from any liability, provided that: (i) the release by the Operator shall not release the Co-Owners from their obligation to continue to indemnify the Operator pursuant to Section 21 hereof; and (ii) the

LV II359-LV II378-35214

Operator receives a release in form and content satisfactory to the Operator, acting reasonably, executed by the Nominee and by the Designated Person for and on behalf of itself and each of the Co-Owners, releasing the Operator from any liability, and the Co-Owners expressly acknowledge and agree that the Designated Person shall have the power and authority to deliver such release, without any further approval or authorization required from the Co-Owners;

(e) do all things necessary and execute all necessary documents to effect the change of shareholders of the Nominee as directed by the Designated Person; and

(f) otherwise co-operate and assist to carrying out and giving effect to each of the actions set out in Section 10(a), (b), (c), (d) and (e) above.

The Operator may at any time and from time to time by notice in writing, substantially in the form annexed hereto as Schedule "3" (the "**Notice Requisitioning a Special Resolution**") to all Co-Owners, request the Co-Owners to consider and approve any matter relating to the Property requiring a Special Resolution pursuant to the terms of this Agreement. The Notice Requisitioning a Special Resolution shall specify with reasonable detail the matter to be considered and approved by Special Resolution.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning a Special Resolution with respect to any matter relating to the Property, including any matter requiring a Special Resolution pursuant to this Agreement. If the Operator fails to deliver such Notice Requisitioning a Special Meeting within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the Notice Requisitioning a Special Resolution which the Operator failed to deliver within the time provided in this Section 10 for the Operator to do so.

11. CO-OWNERS RECORD AND TRANSFERS OF INTEREST

The Operator shall record and at all times maintain and keep up to date a record of the names, addresses and other contact information for the Co-Owners, and the Interest held by each of the Co-Owners as well as particulars of any Transfer of Interests (collectively, the "**Co-Owners Record**").

No Co-Owner shall sell, transfer, assign, mortgage, pledge, grant a security interest or otherwise encumber or dispose of its Interest in the Property (each, a "**Transfer**"), except in compliance with any applicable requirements of the *Securities Act* (Ontario) and any other applicable legislation and otherwise in accordance with the provisions of this Agreement, if and to the extent required.

A Co-Owner may Transfer an Interest or part thereof provided that such Co-Owner complies and satisfies each of the following conditions:

(a) the transferor first delivers to the Operator an original or notarial copy of the executed document or instrument effecting the Transfer which shall be in such form as may be acceptable to the Operator, acting reasonably;

(b) the transferee agrees in writing and in such form as may be acceptable to the Operator, to be bound by the terms of this Agreement and upon completion of the Transfer to

LV II359-LV II378-35214

assume the obligations of the transferor under this Agreement in respect of the Interest subject to the Transfer;

(c) the transferor delivers or causes to be delivered to the Operator a direction addressed to both the Nominee and the Operator, in form and substance satisfactory to the Operator and the Nominee, directing the Nominee to execute and deliver a Declaration of Trust for the Interest subject to the Transfer in favour of the transferee;

(d) the transferee pays such costs, expenses and disbursements, including legal fees, as are reasonably incurred by the Operator by reason of the Transfer;

(e) the transferee pays all applicable HST pursuant to the *Excise Tax Act*, and all applicable LTT pursuant to the *Land Transfer Tax Act*, and makes or causes to be made any and all necessary filings, payments and remittances within the time periods required therefor under the provisions of the *Excise Tax Act* and the *Land Transfer Tax Act* and the respective regulations thereunder;

(f) the transferor either provides the transferee with evidence reasonably satisfactory to the transferee that the transferring Co-Owner is not then a "non-resident" of Canada within the meaning of the *Income Tax Act* or provide the transferee with a certificate pursuant to subsection 116(2) of the *Income Tax Act* with a certificate limit in an amount not less than the purchase price for the Interest subject to the Transfer; provided that if such evidence or certificate is not forthcoming, the transferee shall be entitled to make the payment of tax required under section 116 of the *Income Tax Act* and to deduct such payment from the purchase price for the Interest subject to the Transfer;

(g) the transferee executes and delivers to the Operator a counterpart of the Agreement; and

(h) the transferor provides such other documents, agreements, acknowledgements and confirmations as may be required by the Operator or by law (including compliance by the transferring Co-Owner with the provisions of the *Securities Act* (Ontario) if and to the extent applicable).

When a transferee of an Interest is entitled to become a Co-Owner pursuant to the provisions hereof, the Operator will:

(i) record a Transfer of the Interest; and

(j) forward a Declaration of Trust to the transferee in respect of the Interest so transferred.

For the avoidance of doubt, a Transfer by Co-Owner may include a transfer into trust, in which case the terms "sale and purchase agreement", "Purchaser", "purchase", "purchased", and "sale", wherever such terms appear in this Agreement, shall be read so as to recognize that such Transfer is not a purchase and sale transaction between a Co-Owner and a purchaser but a transaction in the nature of a transfer into trust by the transferring Co-Owner to a trustee. Nothing in this Section 11 shall be construed to affect the provisions of Section 12 of this Agreement.

12. OPERATOR NOT BOUND TO SEE TO TRUST OR EQUITY

Other than pursuant to the terms of the Declaration of Trust, the Operator shall not be bound to see to the execution of any trust, express, implied or constructive, or any charge, pledge or equity to which any Interest is subject, or to ascertain or inquire whether any sale or transfer of any such Interest by any Co-Owner or by his personal representatives is authorized by such trust, charge, pledge or equity, or to recognize any person having any interest therein except for the person or persons recorded by the Operator as the Co-Owner.

LV II359-LV II378-35214

13. INCAPACITY, DEATH, INSOLVENCY OR BANKRUPTCY

Where a person becomes entitled to an Interest by incapacity, death, insolvency or bankruptcy of a Co-Owner or otherwise by operation of law, in addition to the requirements of Section 11 hereof, that person will not be recorded as or become a Co-Owner until:

(a) he produces evidence satisfactory to the Operator of such entitlement; and

(b) he has delivered such other evidence, approvals and consents in respect of such entitlement as the Operator may require and as may be required by applicable law or by this Agreement.

14. DECLARATIONS OF TRUST

A separate Declaration of Trust shall be executed and delivered by the Nominee to each Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of a Co-Owner to the extent of the Co-Owner's Interest. Provided that the Transfer of an Interest has been effected in accordance with the provisions of Section 11 of this Agreement, a separate Declaration of Trust shall be executed and delivered by the Nominee to each transferee Co-Owner of an Interest from a transferring Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of the transferee Co-Owner to the extent of such Co-Owner's Interest.

15. LOST DECLARATIONS OF TRUST

Where a Co-Owner by notice in writing advises the Operator that the Declaration of Trust with respect to such Co-Owner's Interest has been defaced, lost or destroyed or wrongly taken, the Operator may cause a new Declaration of Trust to be issued, provided that the Co-Owner files with the Operator an indemnity in such form as is satisfactory to the Operator to indemnify the Operator, the Nominee and the other Co-Owners from any loss, cost, liability or damages that it or they may incur or suffer by complying with the request to issue a new Declaration of Trust, and provided further that the Co-Owner satisfies all other reasonable requirements of the Operator, including delivery of a form of proof of loss.

16. BOOKS AND RECORDS AND FINANCIAL REPORTS

The Operator will keep or cause to be kept on behalf of the Co-Owners at the Operator's principal place of business in Ontario:

(a) full and accurate books of account and records of all financial transactions relating to the Property including, without limitations, the receipts and expenditures relating to the Property and the Concept Planning Fund;

(b) the Co-Owners Record setting out the name and address of each Co-Owner; and

(c) copies this Agreement and all counterparts.

At any time upon 10 Business Days written notice to the Operator a Co-Owner may request the Operator to examine any of the documents noted in clauses (a) and (b) above at the office of the Operator and may take copies thereof provided that such requesting Co-Owner pays the reasonable cost to the Operator for making such copies, provided further that any such requesting Co-Owner shall have first provided an affidavit and undertaking, in form and substance satisfactory to the Operator, acting reasonably, duly sworn before a notary public or other individual authorized to administer oaths in the jurisdiction of residence of the

LV II359-LV II378-35214

Purchaser, stating: (aa) the name and address of such requesting Co-Owner, and that the Co-Owner is a Co-Owner; (bb) that the Co-Owners Record shall not be used by the requesting Co-Owner or any other person except in connection with a *bona fide* effort to influence the voting by Co-Owners on an Ordinary Resolution or a Special Resolution; (ccc) that the information so provided is subject to applicable privacy rules and regulations; (ddd) that none of the information provided pursuant to clause (a) above shall be disclosed by or on behalf of the requesting Co-Owner to any person who is not a Co-Owner, that such information is proprietary to the Operator and the Co-Owners, and that its disclosure could cause irreparable harm to the other Co-Owners and the Operator; (eee) that the requesting Co-Owner will not, directly or indirectly, offer for sale or purchase, or otherwise traffic in, a list or copy of a list of the Co-Owners or any information contained in the Co-Owners Record; (fff) the requesting Co-Owner acknowledges and agrees that in the event of a breach of any of the covenants, provisions and restrictions in affidavit, the Co-Owners' and Operator's remedy in the form of monetary damages may be inadequate and that the Operator, for itself and on behalf of the other Co-Owners, shall be authorized and entitled, in addition to all other rights and remedies available to it and them, to apply for and obtain from any court of competent jurisdiction interim and permanent injunctive relief and an accounting of all profits and benefits arising out of such breach; and (ggg) that the requesting Co-Owner shall indemnify and hold harmless the Operator and the Nominee and the other Co-Owners from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee or the other Co-Owners by reason of any breach by such requesting Co-Owner of any of the covenants, provisions and restrictions contained in the affidavit.

The Operator shall provide or cause to be provided to each Co-Owner not later than 120 days after the end of each calendar year, financial statements showing the financial results for the Property for such calendar year. The Operator shall retain, at the expense of the Co-Owners, an independent firm of chartered accountants qualified in Canada to prepare such financial statements. Such financial statements shall contain a balance sheet, and a statement of cash flows and shall be prepared in accordance with Canadian accounting standards for private enterprises ("**ASPE**") applicable to the real estate industry in Canada and applied on a consistent basis from year to year. The financial statements shall not be required to be audited unless the Co-Owners by Ordinary Resolution require audited financial statements. For greater certainty, the funds in the Concept Planning Fund are hereby recognized as being the funds of the Operator, not of the Co-Owners.

17. AMENDMENT OF AGREEMENT

This Agreement may be amended in writing on the initiative of the Operator with the consent of the Co-Owners given by Ordinary Resolution. Notwithstanding the foregoing, the Operator may, without any prior notice to or consent from the Co-Owners amend any provision of this Agreement from time to time:

(a) to cure an ambiguity or to correct or supplement any provision contained herein which, in the reasonable opinion of the Operator, may be defective or inconsistent with any other provision contained herein, and with respect to which the cure, correction or supplemental provision does not and will not adversely affect the Interests of the Co-Owners; or

(b) to make such other provisions in regard to matters or issues relating to or arising under this Agreement which, in the reasonable opinion of the Operator, do not and will not adversely affect the Interests of the Co-Owners.

LV II359-LV II378-35214

The Operator agrees to inform the Co-Owners by written notice within 60 days following the effective date of an amendment to this Agreement and provide copies of the amending agreement within the said 60 days.

18. PLANNING ACTIVITIES AND CONCEPT PLANNING FUND

As agent for the Vendor, the Operator shall deposit an amount equivalent to the Concept Planning Fund Contribution (as such term is defined in each Sale and Purchase Agreement) received by the Vendor under every completed Sale and Purchase Agreement into a single, segregated account (the "**Concept Planning Fund**") to be in the name of the Operator and to be used by the Operator solely for the purpose of paying the costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities, and those costs and expenses enumerated in Section 6(j) of this Agreement.

The Concept Planning Fund is intended to be a deposit account. Each Co-Owner's respective proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Co-Owner following completion of the sale of the Property. Each Co-Owner's share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of this Agreement) will be paid by the Co-Owner and deducted from his proportionate share of any sale proceeds receivable by him, if and when the Property is sold or otherwise disposed of. Each Co-Owner hereby irrevocably authorizes and directs the Operator to withhold from his proportionate share of any amounts otherwise receivable by it under this Agreement the amount of any such shortfall, and to pay such amount to the Operator.

The Operator shall keep proper and accurate records and details of all expenses paid out of the Concept Planning Fund, and at the request of the Vendor, provide access to the Vendor's representatives to such records and details of expenses to permit the Vendor to satisfy itself that such expenses were paid in accordance with the provisions of this Agreement.

The Operator shall prepare, perform and take or cause to be prepared, performed and taken all Planning Activities as it determines in its reasonable discretion are necessary for and on behalf of the Co-Owners including, without limitation, the following:

(a) surveys and concept plans in connection with the rezoning of the Property;

(b) in the reasonble discretion of the Operator, engage all consultants and professionals including, without limitation, legal counsel with respect to rezoning of the Property or any other Planning Activities;

(c) enter into or request the Nominee to enter into and deliver any documents, consent, acknowledgements or agreements including, without limitation, easements, rights in the nature of an easement, transfers, undertakings, applications, appeals and/or any other similar or related agreements or documents which may be required in the reasonable discretion of the Operator in connection with the Planning Activities;

(d) pay for all costs and expenses associated with Planning Activities, municipal property taxes and the cost of maintaining the Property, out of the Concept Planning Fund, and if insufficient, out of additional funds provided by the Co-Owners; and

(e) keep detailed records and accounts for or pertaining to the Planning Activities.

LV II359-LV II378-35214

If the amount set aside in the Concept Planning Fund is not sufficient to defray all costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities and those costs and expenses enumerated in Section 6(j) of this Agreement, the Operator, in the exercise of its absolute discretion, and without the approval of the Co-Owners, may advance to the Co-Owners an amount or amounts on account of such shortfall to a maximum of 5% of the aggregate purchase prices paid by all Co-Owners for their respective Interests(collectively, the "**Initial Advance**"). The Initial Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance made to the Co-Owners out of the proceeds of the sale of the Property.

If the cost of Planning Activities exceeds the combination of the Concept Planning Fund and the Initial Advance, the Operator, as it deems necessary in the exercise of its absolute discretion but subject to the approval of the Co-Owners by way of an Ordinary Resolution, may advance to the Co-Owners additional amounts as may be required for such purposes (collectively, the "**Additional Advance**"). The Additional Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, after repayment of the Initial Advance, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance and the Additional Advance made to the Co-Owners out of the proceeds of the sale of the Property.

19. SALE OF THE PROPERTY

Any offer to purchase the Property received by the Operator or the Nominee, which the Operator deems acceptable (the "**Offer**") shall be presented to all of the Co-Owners for consideration and if approved by an Ordinary Resolution such Offer shall be accepted by the Nominee and such acceptance shall be binding upon all of the Co-Owners. Any sale of the Property by the Nominee resulting from an Offer the acceptance of which was approved by an Ordinary Resolution of the Co-Owners shall be deemed to include the sale by the Co-Owners of the Interests.

The Co-Owners hereby agree that Operator shall have the right, exercisable by notice in writing to the Co-Owners within 30 days after the Co-Owners have passed an Ordinary Resolution to accept the Offer, to purchase the Property at the same price and on the same terms and conditions as are contained in the Offer approved by Ordinary Resolution of the Co-Owners.

If the Operator fails to provide the notice exercising its right to purchase the Property on the same terms and conditions as are contained in the Offer within the said 30 days, then the Nominee shall accept the Offer and complete the transaction with the party that made the Offer the acceptance of which was approved by Ordinary Resolution of the Co-Owners.

20. HST AND LTT

Each of the Co-Owners hereby authorizes the Operator to make any and all filings, payments and/or remittances for HST with respect to the purchase by each Co-Owner of his respective Interest and any other payments of HST applicable to the services provided to the Nominee or in respect of the Property or the Interest of a Co-Owner.

Each Co-Owners hereby authorizes the Operator to carry out any HST reporting or filing obligations that are required in respect of the Interests or the Property. Such authority shall

LV II359-LV II378-35214

include the execution of any documents that have to be or which may be advisable to be executed under the *Excise Tax Act*. The Operator shall to the extent required under the *Excise Tax Act* make and satisfy all filing and reporting obligations of a Co-Owner with respect to the Interest of the Co-Owner and shall provide each Co-Owner with copies of such filings and reports.

Each of the Co-Owners hereby authorizes the Operator to make any and all filings payments and/or remittances, from funds provided by the Co-Owner, relating to LTT arising from the purchase by each Co-Owner from the Vendor of his respective Interest in the Property. For greater certainty, each of the Co-Owners hereby authorizes the Operator on behalf of the Co-Owner and with the Co-Owner's funds to make any and all payments, remittances and filings under the provisions of the *Land Transfer Tax Act* relating to LTT and within the time period required therefor under the *Land Transfer Tax Act*, arising from the acquisition and/or ownership of the Interest. The Operator shall provide each Co-Owner with copies of such filings and evidence of the payments and remittances upon the written request of a Co-Owner.

21. POWER OF ATTORNEY

Each Co-Owner hereby nominates, constitutes and appoints each of the Operator and the Nominee, acting alone or together, with full power of substitution, as his true and lawful attorney and agent with full power and authority in his name, place and stead, for his use and benefit, to do the following, as fully and effectually as the Co-Owner could do if personally performed including, without limitation:

(a) execute and deliver all such documents or instruments on behalf of and in the name of the Co-Owners, or any of them, as may be deemed necessary by the Operator to carry out fully the provisions of this Agreement in accordance with its terms;

(b) execute, swear to, acknowledge, deliver, file and/or remit to or with the Ministry of Finance (Ontario) pursuant to the *Land Transfer Tax Act*, as amended, all necessary returns and payment or remittances in connection with the acquisition by the Co-Owners of their respective Interests in the Property;

(c) execute, acknowledge, deliver and file and/or remit to or with the CRA, all necessary instruments, declarations, certificates and other documents, and remittances relating to HST;

(d) execute, acknowledge, deliver and file as and where required any election made pursuant to subsection 273(1) of the *Excise Tax Act* as contemplated in each Purchase Agreement;

(e) execute and deliver all conveyances, agreements, documents and other instruments pertaining to the sale, development, redevelopment, financing, refinancing or leasing of the Property as the Operator determines in its sole discretion is in the best interests of the Co-Owners, and as permitted by this Agreement or authorized by Ordinary Resolution or Special Resolution of the Co-Owners; and

(f) execute, acknowledge, deliver and file any and all CRA non-resident personal income tax returns.

Each Co-Owner acknowledges and confirms that the power of attorney granted herein is made pursuant to the *Powers of Attorney Act* (Ontario) and is a power coupled with an interest, will survive the death, disability or other legal incapacity of the Co-Owner and will survive the assignment (to the extent of the Co-Owner's obligations hereunder) by the Co-Owner of the whole or any part of his Interest and extends to the heirs, executors, administrators, successors

LV II359-LV II378-35214

and assigns of the Co-Owner and may be exercised by the Operator or the Nominee, acting alone or together, executing on behalf of the Co-Owners, or any of them, any instrument, by listing all of the Co-Owners to be bound by such instrument with a single signature as attorney and agent for all of them, or otherwise. Each of the Co-Owners agrees to be bound by any representations and actions made or taken in good faith and in accordance with the terms of this Agreement by the Nominee and/or the Operator pursuant to such power of attorney in accordance with the terms hereof and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the Nominee or the Operator taken in good faith under such power of attorney. The Operator shall, at the written request of a Co-Owner, provide such Co-Owner with copies of any of the documents or instruments executed, sworn, delivered, acknowledged or remitted by the Operator for and on behalf of that Co-Owner only under the power of attorney provided for in this Section 21.

22. INDEMNIFICATION

Each of the Co-Owners hereby agrees, severally and not jointly or jointly and severally, to indemnify and hold harmless the Operator and the Nominee from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee, or by any one or more attorneys appointed by it or them under the power to substitute pursuant to the power of attorney provision contained in Section 21 above, by reason of acts, omissions or alleged acts or omissions arising out of the activities of the Operator or the Nominee on behalf of the Co-Owners or in furtherance of the Interests of the Co-Owners but only if the acts, omissions or the alleged acts or omissions in respect of which any actual or threatened action, proceeding or claim are based, were performed in good faith and in accordance with the Agreement.

23. VENDOR'S RIGHT TO RETAIN AN INTEREST

The Co-Owners acknowledge and agree that the Vendor has the right, but not the obligation, to retain an undivided beneficial Interest in the Property (a "**Retained Interest**"), to whatever extent it wishes, and the Vendor to the extent of any such Retained Interest shall for the purposes of this Agreement be a Co-Owner and be deemed to be bound by this Agreement. The Vendor may at any time and from time to time Transfer and assign all or any part of such Retained Interest to any person or persons it deems appropriate and upon such Transfer or assignment, the assignee or transferee thereof shall execute a counterpart of this Agreement and shall be a Co-Owner to the extent of the Retained Interest so transferred or assigned.

24. COMPETING INTERESTS

Each of the Co-Owners and the Operator is entitled, without the consent of any of the others of them, to own property and to carry on any business or activity whatsoever, whether of the same or different nature as that owned by or carried on by any of them, and whether or not in competition with the Interests, the Property or any activity carried on by any of them, and neither any Co-Owner nor the Operator shall be liable to account to any of the other of them.

25. NOTICES

Any notice or communication required or permitted to be given to the Nominee, the Vendor, the Operator or the Co-Owners hereunder shall be in writing and shall be given by delivery or by mailing to same to be addressed as follows:

(a) To the Nominee, the Vendor or the Operator, at its respective mailing address provided in Section 4 above.

LV II359-LV II378-35214

(b) To each Co-Owner at his last address shown on the Co-Owners Record maintained by the Operator.

Any notice or communication delivered as aforesaid shall be in the English language but may be accompanied by an unofficial translation and shall be deemed to have been given to the addressee on the day of delivery, if delivered by courier or, if mailed as aforesaid, shall be deemed to have been given to the addressee on the 10th Business Day following the mailing of such notice, provided that, for such purposes, no day during which there shall be a strike or other occurrence which shall interfere with normal mail services shall be considered a Business Day. If delivery of any notice or communication is made via fax, delivery shall be deemed to have been made on the day following the sending of the fax unless such day is not a Business Day, in which case delivery shall be deemed to have been made on the next Business Day.

26. FURTHER ACTS

The parties hereto agree to execute and deliver such further and other documents and to perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

27. BINDING EFFECT

Subject to the restrictions on Transfers herein contained, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and permitted assigns.

28. SEVERABILITY

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts, by original or facsimile signature, with the same affect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same agreement.

30. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, in the Country of Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

31. DISPUTE RESOLUTION

Any disputes, claims, disagreements, differences, (including, without limitation, interpretation, performance and enforcement) (collectively the "**Dispute**") that may arise between the Co-Owners or any of them and/or the Operator and/or the Nominee relating in any manner to this Agreement, the Property, or the Interests or any of them, shall attempted to be resolved by mediation and if such mediation is not successful, then by arbitration.

LV II359-LV II378-35214

Upon written demand of the Nominee, the Operator or the Co-Owners or any them and within 10 days after such demand, the parties shall attempt to appoint a mediator. If within such period of time they are unable to agree on a mediator, the Dispute shall be resolved by arbitration. If the parties to the Dispute are unable to agree upon a single arbitrator within 10 days after a demand has been made by any party to the Dispute to appoint a single arbitrator then, any party to the Dispute may apply, to a Justice of the Superior Court of Justice sitting in the City of Toronto, in the Province of Ontario, Canada for the appointment of an arbitrator.

The arbitration shall proceed in accordance with the provisions of the *Arbitration Act*, 1991 (Ontario) and any amendments or successor legislation thereto, which provisions shall apply *mutatis mutandis*. The arbitrator shall have the power to determine the procedure for the arbitration and to deliver his or her award notwithstanding the default by any party in respect of any procedural order made by the arbitrator.

The arbitrator shall proceed immediately to hear and determine the Dispute. The award of the arbitrator shall be made within 30 days after the appointment of the arbitrator, subject to any reasonable delay due to unforeseen circumstances. The award of the arbitrator shall be in writing and signed by the arbitrator, and shall be final and binding on the parties to the Dispute, not subject to any appeal, and the parties to the Dispute shall abide by the award and perform the terms and conditions thereof. The arbitration award shall deal with the costs of arbitration and all matters related thereto including the arbitrator's fees and expenses. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Unless otherwise mutually agreed, any mediation or arbitration of a Dispute shall take place in the Municipality of Metropolitan Toronto, in the Province of Ontario, in the Country of Canada.

32. NO INTENTION TO CREATE A PARTNERSHIP

The Co-Owners acknowledge, agree and declare that the entering into of this Agreement does not, and is not intended to, create a partnership, for any purpose. The Co-Owners further agree that nothing herein is to be construed as a limitation of the powers or rights of any Co-Owner to carry on its separate respective activities. Except for the Operator as contemplated in this Agreement, none of the Co-Owners shall have the right to bind any of the other Co-Owners, transact any business in any of the other Co-Owners names or on their behalf or incur any liability for or on behalf of any of the other Co-Owners. The Co-Owners agree that they shall each report their income or loss arising from the ownership of their Interests, for both accounting and income tax purposes, and to the applicable taxing authorities, as co-venture parties independent of one another, and not as partners in a partnership.

33. NO RIGHT TO PARTITION, ETC.

Each of the Co-Owners, by becoming a party to this Agreement, agrees and will be deemed to have agreed that he will not seek any remedy or right for the termination of this Agreement which would otherwise be available at law or in equity or for the termination of the co-ownership of the Property or which would otherwise be available pursuant to the *Partition Act*, R.S.O. 1980, c. 369,) and any amendments or successor legislation thereto, and each such Co-Owner shall be forever estopped from asserting otherwise and from seeking such remedy or right. In the event of any breach of the provisions of this Section 33 by a Co-Owner, the other Co-Owners and the Operator shall, in addition to all rights and remedies at law or in equity to which it is or they are otherwise entitled, be entitled to a decree or order

LV II359-LV II378-35214

perpetually restraining and enjoining such partition, application, action or other proceeding, and the first-mentioned Co-Owner shall not plead in defence thereto that there would be an adequate remedy at law, it being acknowledged by all the parties hereto that the injury and damages flowing from any such breach would be impossible to measure monetarily.

34. TIME

Time shall be of the essence of this Agreement.

35. REFERENCE DATE

This Agreement is dated for reference as of the 30TH day of August, 2012.

IN WITNESS WHEREOF this Agreement is executed with effect as of the day and year first above written.

EXECUTED this 31ST day of JULY 2013 with effect as of the day and year first above written.

CO-OWNER

WITNESS

Signature of Witness

Print: CHIAKI HAYASHI

Signature of Co-Owner

Print: TORU FUKIAGE

LV II359-LV II378-35214

EXECUTED this 13TH day of SEPTEMBER, 2013 with effect as of the day and year first above written.

LONDON VALLEY II INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

EXECUTED this 13TH day of SEPTEMBER, 2013 with effect as of the day and year first above written.

TSI-LV II INTERNATIONAL CANADA INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

LV II CAPITAL MANAGEMENT INC.

EXECUTED this 13TH day of SEPTEMBER, 2013 with effect as of the day and year first above written.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

SCHEDULE "1"

Legal Description of Property

Lands and premises located on 6172 Colonel Talbot Road fronting on the East side of Colonel Talbot Road, in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lots 58 & 57 ETR as in 422573; EXCEPT Part 11, 33R2972 and Part 1, 33R8976; "Description in 422573 may not be acceptable in the Future" London/Westminster

LV II359-LV II378-35214

SCHEDULE "2"

NOTICE OF REQUISITION OF ORDINARY RESOLUTION

By Co-Owners

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____, 201_ .

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: TORU FUKIAGE
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV II359-LV II378

By Operator

NOTICE IS HEREBY GIVEN that the undersigned requests the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned signed to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____ , 201__.

LV II CAPITAL MANAGEMENT INC.

Per: _____

Name:
Title:
I have authority to bind the Corporation.

Appendix 1

FORM OF ORDINARY RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____ , 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: TORU FUKIAGE
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV II359-LV II378

Identification No. _____

SCHEDULE "3"

NOTICE OF REQUISITION OF SPECIAL RESOLUTION

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners to approve the Special Resolution attached hereto as Appendix I **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Special Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Special Resolution.

Dated the _____ day of _____, 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: TORU FUKIAGE
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV II359-LV II378

Identification No. _____

Appendix I

FORM OF SPECIAL RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____ , 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: TORU FUKIAGE
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV II359-LV II378

Identification No. _____

DECLARATION OF TRUST

Cert. No. LV_II_JP_18a411989b47ed75a60ac69d9da05aa5

Interest: 20/620TH

ID. 35214 UDI. LV II359-LV II378

This is to certify that TORU FUKIAGE is the owner of an undivided beneficial 20/620TH interest (the "Interest") in the real property located on 6172 Colonel Talbot Road fronting on the East side of Colonel Talbot Road, in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lots 58 & 57 ETR as in 422573; EXCEPT Part 11, 33R2972 and Part 1, 33R8976; "Description in 422573 may not be acceptable in the Future" London/ Westminster (the "Property") and that London Valley II Inc., as the registered holder of title to the Property, declares and acknowledges that it is holding title to the Property in trust for and on behalf of TORU FUKIAGE, to the extent of the Interest.

Reference is made to the co-owners agreement (the "Agreement") dated for reference as of the 30TH day of August, 2012 among the owner of the Interest named in the within Declaration of Trust, London Valley II Inc. TSI-LV II International Canada Inc., LV II Capital Management Inc. and all other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of the Agreement. The Agreement provides for certain rights and obligations of the owners of undivided beneficial interest in the Property.

This Declaration of Trust and the Interest represented hereby are not transferable by delivery but only by the registered holder hereof, or by his agent duly authorized in writing, upon compliance with the provisions of the Agreement, including delivery to TSI-LV II International Canada Inc. at its principal office in Mississauga, Ontario, of this Declaration of Trust together with a duly executed transfer of beneficial interest in the form required by TSI-LV II International Canada Inc.

IN WITNESS WHEREOF London Valley II Inc. and TSI-LV II International Canada Inc. have caused this Declaration of Trust to be signed by its duly authorized officers this 13TH day of SEPTEMBER 2013.

LONDON VALLEY II INC.

Per: _____

Name:
Title:
I/We have authority to bind the Corporation

TSI-LV II INTERNATIONAL CANADA INC.

Per: _____

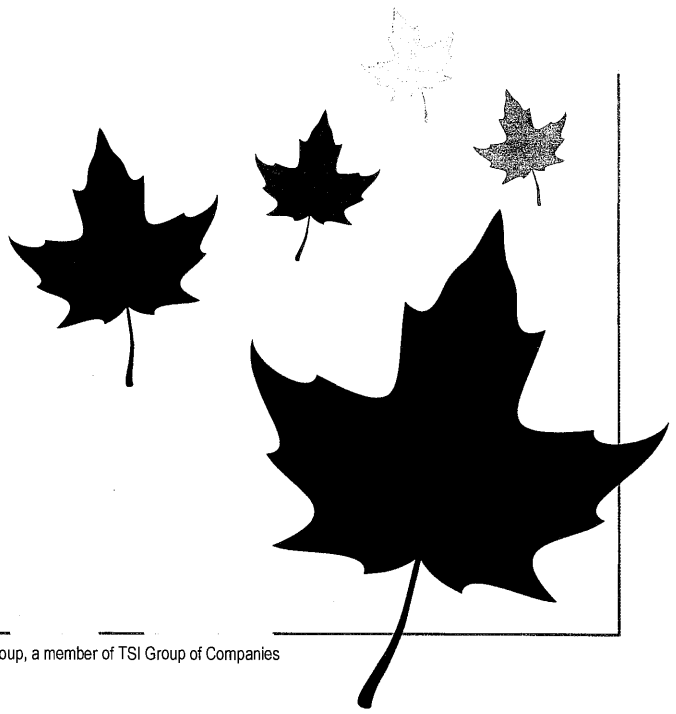
Name:
Title:
I/We have authority to bind the Corporation

JP 35211 H
9/3/2013

TSI INTERNATIONAL

LONDON VALLEY II INC.

HIRONORI KOBAYASHI



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UNIT IDENTIFICATION NO. LV II339-LV II358,LV II379-LV II388

AGREEMENT OF SALE AND PURCHASE dated the 31ST day of JULY, 2013.

BETWEEN

HIRONORI KOBAYASHI,

Identification:DRIVER'S LICENSE (528701029170)

Address: 413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Phone Number: 81-776-27-5321

(hereinafter referred to as the "**Purchaser**")

-and-

TSI-LV II INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario,

(hereinafter referred to as the "**Vendor**");

-and-

LONDON VALLEY II INC.,
a corporation incorporated under the laws of the Province of Ontario

(hereinafter referred to as the "**Nominee**")

WHEREAS:

A. The Vendor is the beneficial owner of an undivided interest in a parcel of land described in Schedule "B" annexed to this Agreement (the "**Property**") and title to which Property is registered in the name of the Nominee.

B. The Vendor is engaged in the business of land banking, the prime focus of which is to locate and purchase raw land and to endeavour to rezone the land through the applicable land development process to an approved use determined by the Vendor to be suitable and appropriate in all of the circumstances, and to thereby enhance the value of the land.

C. The Purchaser acknowledges that rezoning of the Property is uncertain and may take many years to achieve, often six years or longer, and that there can be no assurance that rezoning will be obtained, or if obtained, to permit for such use or uses as were requested and/or otherwise on terms and conditions that are satisfactory.

D. The Vendor may from time to time sell undivided beneficial interests in the Property to various purchasers.

E. The Purchaser acknowledges that real estate investments are generally subject to various risks, including a lack of liquidity, the highly competitive nature of the real estate industry, changes in general economic conditions (such as the availability and cost of mortgage funds), conditions of supply and demand for any particular type of real estate in the particular area, government regulations and changes thereto (including uncertainties and delays in zoning, subdivision and development regulatory approval processes, taxation of

LV II339-LV II358,LV II379-LV II388-35211

property and environmental legislation), changes in governments and the political environment in the jurisdiction where the real estate is located, and sensitivity to interest rates, among other factors.

F. The Purchaser acknowledges having had the opportunity to review this Agreement and its schedules with its advisors and to conduct such due diligence investigations as the Purchaser deemed appropriate with respect to all matters pertaining to the Property and to the Vendor.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. SALE OF UNDIVIDED BENEFICIAL INTEREST IN LAND

1.1 The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser a 30/620TH undivided beneficial interest in the Property (the "**Purchaser's Land Interest**").

1.2 The Purchaser's Land Interest will be identified by the following designated identification number: LV II339-LV II358,LV II379-LV II388

2. . PURCHASE PRICE

2.1 The Purchaser shall pay the aggregate sum of Ten Thousand Dollars of lawful money of Canada (C$10,000) for each 1/620TH undivided beneficial interest in the Property upon execution of this Sale and Purchase Agreement, of which Nine Thousand Five Hundred Dollars (C$9,500) of lawful money of Canada will be paid on account of the purchase price for such interest, and Five Hundred Dollars (C$500) of lawful money of Canada will be paid into a segregated account known as the "Concept Planning Fund" (the "**Concept Planning Fund**") to be used to defray costs, expenses and fees to be incurred in connection with the Property, as more particularly hereinafter described and as described in the Co-Owners Agreement (as such term is hereinafter defined).

2.2 The Purchaser hereby agrees to purchase the Purchaser's Land Interest for a total purchase price of TWO HUNDRED EIGHTY FIVE THOUSAND DOLLARS ONLY of lawful money of Canada (C$285,000.00) (the "**Purchase Price**"), and to pay the amount of FIFTEEN THOUSAND DOLLARS ONLY of lawful money of Canada (C$15,000.00) into the Concept Planning Fund (the "**Concept Planning Fund Contribution**"). All references in this Agreement to payments of money being made shall mean lawful money of Canada.

2.3 The Purchase Price excludes applicable harmonized sales tax (the "**HST**") pursuant to the *Excise Tax Act*, R.S.C. 1985, c E-15, as amended (the "**ETA**") and the Purchaser agrees to pay the HST in addition to the Purchase Price and the Concept Planning Fund Contribution, unless the Purchaser has obtained and inserted (or instructed to be inserted) its HST registration number set forth below on the signing page of this Agreement, below its signature, prior to acceptance of this Agreement by the Vendor, in which case the Purchaser hereby represents and warrants that it is a registrant for HST purposes under the provisions of the ETA, under such registration number.

2.4 Included in the Purchase Price and the Concept Planning Fund Contribution, the Purchaser shall be responsible for the payment of land transfer tax ("**LTT**") under

LV II339-LV II358,LV II379-LV II388-35211

the *Land Transfer Act*, R.S.O., c L.6. as amended (the "**LTTA**"), in the amount of TWO THOUSAND NINE HUNDRED THIRTY ONE DOLLARS AND THREE CENTS of lawful money of Canada (C$2,931.03).

2.5 The Purchaser covenants to pay, make and submit all necessary payments, filings and remittances within the time periods required therefor under the provisions of the ETA, if applicable, and the LTTA, and the regulations thereunder. The Purchaser hereby authorizes the Vendor on behalf of the Purchaser and with the Purchaser's funds, to make any and all payments, filings and remittances within the time periods required therefore under the provisions of the ETA relating to HST, if applicable, and under the provisions of the LTTA relating to LTT required to be made by the Purchaser arising from its acquisition of the Purchaser's Land Interest. While the Vendor agrees to assist the Purchaser in submitting such payments, remittances and filings, for greater certainty, nothing herein contained shall oblige the Vendor to make any payments or remittances from its own resources or funds and all such payments and remittances and filings shall be the Purchaser's obligation.

2.6 Funds in the Concept Planning Fund shall be applied towards defraying future costs of every nature and kind related to the Property, including property management costs, costs, fees, and services incurred in connection with planning activities, development submissions, subdivision applications, operational costs and all other activities and matters concerning or related to the Property, as determined by the Operator (as such term is defined in the Co-Owners Agreement) which would be incurred by or on behalf of the Purchaser as a Co-Owner. The Concept Planning Fund is intended to be a deposit account. The Purchaser's proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Purchaser following completion of the sale of the Property. The Purchaser's proportionate share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of the Co-Owners Agreement) will be paid by the Purchaser (in its capacity as a Co-Owner) and deducted from its proportionate share of any sale proceeds receivable by it, if and when the Property is sold or otherwise disposed of.

3. PAYMENT OF THE PURCHASE PRICE

3.1 The Purchaser hereby agrees that the Purchase Price, the Concept Planning Fund Contribution, and all other amounts due and payable hereunder, shall be paid to the Vendor on the Closing Date (as hereinafter defined). Following the Closing Date, the Vendor shall deliver the Concept Planning Fund Contribution to the Operator for deposit into the Concept Planning Fund.

3.2 All payments of the Purchase Price, the Concept Planning Fund Contribution, and such other amounts shall be made through the appointed agent (the "**Vendor's Agent**"), the Vendor's authorised agent and representative in the jurisdiction of residence of the Purchaser, and the Vendor hereby directs the Purchaser to make all such payments to the Vendor's Agent, who is authorised by the Vendor to acknowledge receipt of the Purchase Price and other amounts paid hereunder.

4. CLOSING DATE, DELIVERIES, COSTS, NON-MERGER

4.1 The date on which this Agreement is signed by the Purchaser and is accepted and signed by the Vendor and the Nominee shall be the "**Closing Date**". On the Closing Date, in addition to delivering the Purchase Price and this Agreement, the Purchaser agrees to deliver to the Vendor's Agent a copy of the Co-Owners Agreement signed by the Purchaser.

LV II339-LV II358,LV II379-LV II388-35211

4.2 Within ninety (90) days after the Closing Date, the Vendor agrees to deliver to the Purchaser the following documents (the "**Closing Documents**"):

(a) this Agreement, duly executed by the Vendor and the Nominee;

(b) a Declaration of Trust (as hereinafter defined), duly executed by the Nominee; and

(c) the Co-Owners Agreement (as hereinafter defined), duly executed by the Nominee and Operator (as therein defined).

4.3 The Vendor shall pay for the cost of drafting and/or settling the Closing Documents. The Vendor shall not be obligated to pay any other costs associated with the purchase of the Purchaser's Land Interest.

4.4 This Agreement shall be irrevocable by the Purchaser for a period of 120 days following its execution and delivery to the Vendor or the Vendor's Agent. This Agreement shall only become binding upon the Vendor and the Nominee following the Vendor and the Nominee having each accepted this Agreement as signified by its respective execution of this Agreement where indicated below.

4.5 All representations, warranties and covenants of the Purchaser as set out in this Agreement shall not merge upon closing but shall survive closing and the Closing Date.

5. VENDOR REPRESENTATIONS AND WARRANTIES

5.1 The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in completing the sale and purchase transaction contemplated in this Agreement:

(a) the Vendor is the beneficial owner of the Purchaser's Land Interest with good and marketable title thereto, subject to Section 6.1;

(b) registered title to the Property and beneficial title to the Purchaser's Land Interest shall be good and marketable and clear and free from all mortgages, charges and financial liens on the Closing Date;

(c) the Vendor has the right, power and authority to sell the Purchaser's Land Interest as contemplated in this Agreement;

(d) the Vendor is a corporation properly constituted and in good standing under the laws of the Province of Ontario and the laws of Canada applicable therein; and

(e) the Vendor is not now and on the Closing Date will not be a non-resident of Canada within the meaning of the *Income Tax Act* (Canada), R.S.C. 1985, c.1 (5th Supp.), as amended from time to time.

6. EASEMENTS, LIENS, REGISTERED AGREEMENTS

6.1 Other than any mortgage, charge or financial lien which the Vendor is required to discharge pursuant to this Agreement, registered title to the Property, and beneficial title to the Purchaser's Land Interest, shall be subject to all other liens and encumbrances registered

LV II339-LV II358,LV II379-LV II388-35211

on title to the Property on the Closing Date or which may be registered against the title to the Property after the Closing Date, including those registered in connection with the rezoning or development process relating to the Property, and including, without limitation, agreements with the applicable municipality or region, agreements with public regulated utilities, easements for the supply of domestic utility or telephone services to the Property or properties which are adjacent to the Property, easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the Property or its proposed development, other registered restrictions or covenants that run with the lands, and the restrictions and reservations in the Crown patent.

7. PURCHASER(S)' REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 The Purchaser represents and warrants to and covenants in favour of the Vendor as follows:

(a) there are no liens, mortgages, judgements, executions or other encumbrances, related to or attaching to the Purchaser's Land Interest or any part thereof;

(b) the Purchaser shall keep the Purchaser's Land Interest and every part thereof free and clear of all liens, mortgages, other encumbrances, judgements or executions. The Purchaser warrants and represents that all such liens, mortgages, judgements, executions other encumbrances, if any, shall be discharged and removed forthwith at the Purchaser's sole cost and expense and the Purchaser shall hold harmless the Vendor and all other beneficial owners of undivided interests in the Property from time to time against any and all claims, liabilities, actions, cause of actions, charges, demands and costs, including solicitors fees in connection therewith; and

(c) the Purchaser will not register or cause to be registered this Agreement, the Co-Owners Agreement, notice of this Agreement, notice of the Co-Owners Agreement, notice of the Purchaser's Land Interest, or any caution against title to the Property and the Purchaser shall forthwith remove and discharge any such registration at its costs and expense, failing which the Vendor may do so at the cost and expense of the Purchaser.

7.2 The foregoing warranties, representations and covenants of the Purchaser shall not merge on closing but shall survive closing and the Closing Date.

8. PURCHASER(S)' PARTICULARS, NATURE OF VESTING OF BENEFICIAL TITLE

8.1 The Purchaser agrees and confirms that the personal information provided in Schedule "A" annexed hereto is true, accurate and complete and agrees to inform the Vendor in writing forthwith of any change in any of the information therein provided.

8.2 If there is more than one person that comprises the Purchaser, then the Purchaser's Land Interest will be held as joint tenants with right of survivorship unless the box below is initialled by the Purchaser in which case the Purchaser's Land Interest will be deemed to be held as tenants-in-common, in the percentages noted therein.

LV II339-LV II358,LV II379-LV II388-35211

[ ] Purchaser elects to hold Purchaser's Land Interest as tenants- in -common and not as joint tenants, as follows: _____ as to ___%, _____ as to ____%.

9. PRESENT STATE AND CONDITION OF PROPERTY

9.1 The Purchaser hereby agrees that the purchase of the Purchaser's Land Interest is on an "as is, where is basis" with no representations or warranties whatsoever made by the Vendor, other than as expressly set out in this Agreement.

10. TITLE INSURANCE

10.1 The Nominee as registered owner of the Property obtained title insurance upon acquiring the Property (the "**Title Insurance Policy**") in such form and in such amount and with such stipulations, limitations and qualifications respecting coverage as it deemed appropriate.

11. NOMINEE AS BARE TRUSTEE; DECLARATION OF TRUST

11.1 The Purchaser acknowledges that the registered title to the Property is held by the Nominee, as nominee and bare trustee for the Vendor to the extent of its undivided beneficial interest in the Property, and as nominee and bare trustee for others to the extent of their respective undivided beneficial interests in the Property, and that on completion of the transaction herein contemplated the Nominee will hold the registered title to the Property to the extent of the Purchaser's Land Interest as nominee and bare trustee for the Purchaser and others to the extent of their respective undivided beneficial interests in the Property.

11.2 The mailing address of the Nominee for receiving notices shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee may change its mailing address from time to time by giving notice in writing to that effect pursuant to the notice provisions contained in the Co-Owners Agreement.

11.3 The Nominee agrees to execute and deliver to the Purchaser a declaration of trust (the "**Declaration of Trust**") wherein it will confirm that, from and after the Closing Date, it is holding the title to the Property for and on behalf of the Purchaser, to the extent of the Purchaser's Land Interest, in the place and stead of the Vendor.

11.4 The Purchaser acknowledges that the registered title to the Property shall at all times be in the name of the Nominee.

12. NO RIGHT TO USE, OCCUPY OR ACCESS

12.1 The Purchaser agrees that it hereby waives all rights of use, occupation and rights of access to the Property, and any part thereof, in order to facilitate the future rezoning and ultimate subdivision and re-development of the Property, for the benefit of all Co-Owners. The provisions of this Section 12 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date.

13. CO-OWNERS AGREEMENT

13.1 The Purchaser agrees that concurrent with its execution and delivery of this Agreement, the Purchaser shall execute and deliver the agreement or a counterpart of the co-

LV II339-LV II358,LV II379-LV II388-35211

owners agreement, a draft copy of which is annexed hereto as Schedule "C" (the "**Co-Owners Agreement**").

13.2 The Co-Owners Agreement shall govern, amongst other things, the following:

(a) the rights and obligations of the Purchaser, as owner and any other owners of undivided beneficial interests in the Property;

(b) any future sale, financing and/or development of the Property;

(c) procedures for consent and approvals by the Co-Owners (as such term is defined in the Co-Owners Agreement);

(d) appointing the Operator (as such term is defined in the Co-Owners Agreement) for and on behalf of the Co-Owners;

(e) the rights and obligations of the Operator of the Property;

(f) the obligation of the Nominee as registered holder of the title to the Property for an on behalf of the Co-Owners;

(g) the right to transfer or assign the Purchaser's Land Interest or any part thereof and the terms conditions to be satisfied with respect to any such assignment or transfer; and

(h) such other matters as are therein contained.

13.3 The Vendor shall not be obligated but shall have the right to retain an undivided beneficial interest in the Property to such extent as it may in its absolute discretion deem appropriate and thus be a co-owner thereof and with respect to such undivided beneficial interest it shall be subject to the terms of the Co-Owners Agreement and entitled to exercise the rights of a Co-Owner.

14. SUBDIVISION CONTROL PROVISIONS

14.1 The Vendor agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and this Agreement shall be effective to create an interest in the Property provided that the provisions of the *Planning Act* (Ontario) are complied with in connection with the transaction of sale and purchase of the Purchaser's Land Interest.

15. NO REPRESENTATIONS, WARRANTIES OR ADVICE

15.1 The Purchaser acknowledges that none of the Vendor, the Nominee, the Vendor's Agent nor anyone acting on its or their behalf has made any representations or warranties except as are expressly set forth in this Agreement or the Co-Owners Agreement, nor given any advice respecting the tax treatment relating to the purchase or disposition of the Purchaser's Land Interest or any part thereof or the Property, nor as to the timing of sale, rezoning or development of the Property nor with respect to any potential or anticipated profit to be derived or derivable from the Purchaser's Land Interest or the Property.

15.2 The Purchaser has been urged and advised to consult with the Purchaser's own respective advisors including legal and tax advisors, with respect to the purchase and other matters pertaining to the Property and the Purchaser's Land Interest and the Closing Documents.

LV II339-LV II358,LV II379-LV II388-35211

16. SOURCE OF FUNDS

16.1 The Purchaser hereby represents, warrants, confirms and acknowledges that the source of the Purchaser's funds:

(a) are not derived directly or indirectly from any crime;

(b) are not linked directly or indirectly to any terrorists or against anti terrorist laws;

(c) are not embargoed funds; and

(d) are not obtained in violation of any laws or seeking to escape or avoid any tax laws;

16.2 The Purchaser covenants that all payments and remittances shall strictly comply , at its own expense, with all regulatory or exchange control provisions in force on the Closing Date and applicable to this Agreement.

16.3 The provisions of this Section 16 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date.

17. NOTICES

17.1 All notices required hereunder shall be in writing and in the English language and may be served either personally upon the parties or by electronic transmission namely by fax or email addressed to the Parties at their respective last known addresses, fax number or email address.

18. HEIRS, ASSIGNS, ETC.

18.1 This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective heirs , administrators, executors, successors and permitted assigns; provided that, the Purchaser shall not be entitled to assign this Agreement or any of its rights hereunder without the prior written approval of the Vendor, which approval may be withheld in its absolute discretion.

19. SUPERCEDING AGREEMENT

19.1 This Agreement shall supercede any and all previous discussions, representations, agreements or understandings made by or on behalf of either of the parties hereto for or relating to the purchase and sale of the Purchaser's Land Interest.

20. SCHEDULES

20.1 Schedules "A", "B" and "C" annexed hereto form an integral part of this Agreement and shall be read together with this Agreement.

21. COUNTERPARTS

21.1 This Agreement may be executed in any number of counterparts and by original or facsimile signature with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement.

LV II339-LV II358,LV II379-LV II388-35211

22. LAWS AND JURISDICTION-ONTARIO

22.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

23. CAPTIONS

23.1 The captions of the sections of this Agreement are for convenience only and do not amplify or limit in any way the provisions hereof.

24. EFFECT OF PARTIAL INVALIDITY ON THIS AGREEMENT

24.1 In the event that any provision of this Agreement is illegal, void or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

25. FACSIMILE DOCUMENTS

25.1 The parties agree to accept facsimile executed documents, including Closing Documents, as if they were originally signed documents.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SET OUT BELOW.

WITNESSED BY:

DATE OF EXECUTION: 2013-07-31

THE PURCHASER

CHIAKI HAYASHI
Print Name of Witness

HIRONORI KOBAYASHI
Print Name of Purchaser

✓ Chiaki Hayashi
Signature of Witness

小林博紀 ★
Signature of Purchaser

Witness Identification Number

HST Number:

804960508RT0001

LV II339-LV II358,LV II379-LV II388-35211

✓

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DATE OF EXECUTION: 2013-9-13
THE VENDOR:
TSI-LV II INTERNATIONAL CANADA INC.

Per:

Name:
Title:
HST Number: 81566 6888 RT 0001

I/We have the authority to bind the Corporation.

DATE OF EXECUTION: 2013-9-13

THE NOMINEE:
LONDON VALLEY II INC.

Per:

Name:
Title:
I/We have the authority to bind the Corporation.

TSI INTERNATIONAL

SCHEDULE "A" – PURCHASER(S) PARTICULARS

Information Concerning Purchaser(s):

1. PURCHASER:

Full Name: HIRONORI KOBAYASHI

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: 413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Home Telephone: 81-776-27-5321 Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: _____

Country of Birth: JAPAN

The following have been provided to the Vendor:

(✓) Driver's Licence ( ) Passport ( ) Other_____

2. Second or additional person as Purchaser:

Full Name: _____

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: _____

Home Telephone: _____ Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: _____

Country of Birth: _____

The following have been provided to the Vendor:

( ) Driver's Licence ( ) Passport ( ) Other_____

SCHEDULE "B" – PROPERTY and NOMINEE

LEGAL DESCRIPTION OF PROPERTY

Lands and premises located on 6172 Colonel Talbot Road fronting on the East side of Colonel Talbot Road, in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lots 58 & 57 ETR as in 422573; EXCEPT Part 11, 33R2972 and Part 1, 33R8976; "Description in 422573 may not be acceptable in the Future" London/Westminster

REGISTERED HOLDER OF LEGAL TITLE TO PROPERTY

LONDON VALLEY II INC.

Office: 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3

Tel No: 1-905-602-7463

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LV II339-LV II358,LV II379-LV II388-35211

SCHEDULE "C" – CO-OWNERS AGREEMENT

LV II339-LV II358,LV II379-LV II388-35211

UNIT IDENTIFICATION NO. LV II339-LV II358,LV II379-LV II388

CO-OWNERS AGREEMENT

LONDON VALLEY II INC.

THIS CO-OWNERS AGREEMENT is dated the 30TH day of August, 2012.

BETWEEN:

HIRONORI KOBAYASHI,

Identification:DRIVER'S LICENSE (528701029170)

Address:413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

(hereinafter referred to as the "**Purchaser**")

-and-

LONDON VALLEY II INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Nominee**")

-and-

TSI-LV II INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Vendor**")

-and-

LV II CAPITAL MANAGEMENT INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Operator**")

-and-

All other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of this Agreement

(hereinafter collectively referred to as the "**Co-Owners**")

WHEREAS:

1. Pursuant to a Sale and Purchase Agreement, the Vendor has sold to the Purchaser, and the Purchaser has purchased from the Vendor, an undivided beneficial interest in the Property;

2. The Nominee is the registered owner of the Property and has agreed to hold the Property as nominee and bare trustee for and on behalf of the Co-Owners from time to time;

3. Every purchaser of an undivided beneficial interest in the Property, every assignee of such purchaser, and every assignee of each such assignee, is required to execute and deliver a counterpart of this Agreement and shall be bound as a Co-Owner pursuant thereto; and

LV II339-LV II358,LV II379-LV II388-35211

4. This Agreement sets forth the provisions which govern the Co-Owners' ownership of undivided beneficial interests in the Property and any future sale, financing and/or development with the Property and their respective undivided beneficial interests therein.

NOW THEREFORE in consideration of the payment of the sum of One Dollar ($1.00) and other good and valuable consideration now paid by each party to the other, the receipt of which is hereby acknowledged, and of the premises and the mutual covenants herein contained, the parties hereto hereby covenant and agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall be deemed to have the following meanings:

(a) "**ASPE**" shall have the meaning ascribed thereto in Section 16 of this Agreement;

(b) "**Additional Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(c) "**this Agreement**", "**hereof**", "**herein**," "**hereunder**" and words to like effect, refer to this Co-Owners Agreement as a whole and not to any particular provision, as it may be amended, supplemented and/or restated from time to time;

(d) "**Business Day**" means any day of the week other than a Saturday, Sunday or a day which is a statutory holiday, in Ontario, Canada;

(e) "**Concept Planning Fund**" shall have the meaning ascribed thereto in Section 18 of this Agreement;

(f) "**Co-Owners**" means the owners from time to time of Interests and who have signed a counterpart of this Agreement, and shall include the Purchaser, as well as the Vendor to the extent that it retains any Interest, and "**Co-Owner**" means any of the Co-Owners;

(g) "**Co-Owners Record**" has the meaning ascribed thereto in Section 11 of this Agreement;

(h) "**CRA**" means the Canada Revenue Agency, established pursuant to the *Canada Revenue Agency Act*, S.C. 1999, c. 17, which administers tax laws of Canada, including under the *Income Tax Act*, for the Government of Canada;

(i) "**Declaration of Trust**" means the declaration of trust executed by the Nominee concurrently with the completion by a Co-Owner of the purchase from the Vendor of an Interest and pursuant to which the Nominee declares and confirms that it holds registered title to the Property in trust for and on behalf of such Co-Owner, to the extent of such Co-Owner's respective Interest. For greater certainty, "**Declaration of Trust**" includes the declaration of trust executed by the Nominee upon the completion by a Co-Owner of the Transfer of an Interest to a transferee in accordance with the provisions of this Agreement, and includes the declaration of trust executed by the Nominee in favour of the Vendor at the time of its acquisition of the Property;

(j) "**Designated Person**" shall have the meaning ascribed thereto in Section 10 of this Agreement;

LV II339-LV II358,LV II379-LV II388-35211

(k) "**Dispute**" shall have the meaning ascribed thereto in Section 31 of this Agreement;

(l) "***Excise Tax Act***" means the *Excise Tax Act* (Canada), as amended from time to time, including the regulations made pursuant thereto;

(m) "**HST**" means the harmonized sales tax payable pursuant to the *Excise Tax Act*, including the Province of Ontario's portion thereof;

(n) "***Income Tax Act***" means the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.), as amended from time to time, including the regulations made pursuant thereto;

(o) "**Initial Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(p) "**Interest**" means the undivided beneficial interest in the Property purchased by a Co-Owner pursuant to a Sale and Purchase Agreement, and includes any undivided beneficial interest in the Property continued to be owned by the Vendor, and "**Interests**" means every Interest;

(q) "***Land Transfer Tax Act***" means the *Land Transfer Tax Act*, R.S.O. c.L.6, as amended;

(r) "**LTT**" means the land transfer tax payable pursuant to the *Land Transfer Tax Act*;

(s) "**Net Income**" shall have the meaning attributed thereto in Section 6(j) of this Agreement;

(t) "**Notice Requisitioning an Ordinary Resolution**" shall have the meaning attributed thereto in Section 8 of this Agreement;

(u) "**Notice Requisitioning a Special Resolution**" shall have the meaning attributed thereto in Section 10 of this Agreement;

(v) "**Offer**" shall have the meaning attributed thereto in Section 19 of this Agreement;

(w) "**Operator**" means LV II Capital Management Inc., or the Designated Person that may be appointed as the Operator's replacement as determined in accordance with Section 10 of this Agreement;

(x) "**Ordinary Resolution**" means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 51% of the aggregate Interests in the Property;

(y) "**Planning Activities**" means the reports, plans, studies, audits, assessments, investigations, legal proceedings, procedures, filings, submissions, applications and/or any other actions taken or made in respect of or in furtherance of the rezoning of, or other land use planning matters related to, the Property;

(z) "**Property**" means the real property legally described on Schedule "1" annexed hereto;

(aa) "**Retained Interest**" shall have the meaning attributed thereto in Section 23 of this Agreement;

(bb) "**Sale and Purchase Agreement**" means the agreement of sale and purchase, or an agreement substantially in the form of the agreement of sale and purchase, entered into

LV II339-LV II358,LV II379-LV II388-35211

between the Vendor, as vendor, and each Co-Owner (other than the Vendor), as purchaser, pursuant to which each Co-Owner agreed to acquire its respective Interest in the Property. **"Sale and Purchase Agreements"** means every Sale and Purchase Agreement;

(cc) **"Special Resolution"** means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 85% of the aggregate Interests in the Property;

(dd) **"Transfer"** shall have the meaning ascribed thereto in Section 11 of this Agreement; and

(ee) **"Vendor"** means TSI-LV II International Canada Inc.

2. INTERPRETATION

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) the division of this Agreement into Articles, paragraphs, subparagraphs and schedules and the insertion of headings are provided for convenience only and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;

(b) all references to currency herein are references in Canadian dollars;

(c) any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto;

(d) any reference to an entity shall include and shall be deemed to be a reference to any entity that is a successor to such entity;

(e) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

3. TITLE

Legal title to the Property shall be held in the name of the Nominee, which shall hold such title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Vendor, to the extent of its Retained Interest, if any.)

4. MAILING ADDRESSES

The mailing address of the Nominee, the Vendor and the Operator shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee, the Vendor and/or the Operator may change its mailing address from time to time by giving notice in writing to that effect to all Co-Owners, pursuant to the notice provisions contained in this Agreement.

LV II339-LV II358,LV II379-LV II388-35211

5. REPRESENTATIONS AND WARRANTIES OF THE NOMINEE AND OPERATOR

(a) The Nominee represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite power, capacity and corporate authority to act as nominee and to perform its obligations under this Agreement;

(iii) it shall not carry on any business other than for the purposes set forth in this Agreement;

(iv) it holds and shall continue to hold legal title to the Property as nominee and bare trustee for and on behalf of each Co-Owner to the extent of each Co-Owner's Interest; and

(v) it shall only deal with the Property in the manner and as provided for in this Agreement.

(b) The Operator represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite capacity and corporate authority to act as Operator, and to perform its obligations under this Agreement; and

(iii) it shall comply with its obligations as provided for in this Agreement.

6. OPERATION AND MANAGEMENT OF THE PROPERTY

The Co-Owners hereby appoint the Operator and the Operator hereby accepts the appointment as the operator and manager of the Property and agrees to undertake such Planning Activities as the Operator may determine in its discretion, acting reasonably, are required to rezone the Property to such use or uses as the Operator shall determine, acting reasonably, and in the best interest of the Co-Owners. The Operator agrees to carry out such Planning Activities and to operate and manage the Property in good faith and in the best interest of the Co-Owners. The Operator agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and to proceed diligently to make all necessary applications to rezone the Property to such use or uses as the Operator shall determine, in its reasonable discretion, and to use its reasonable commercial efforts, at the cost and expense of the Co-Owners, with such costs to be defrayed out of the Concept Planning Fund initially, to obtain all necessary approvals and consents from applicable governmental authorities in connection therewith. Subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have such general powers and authority to administer, manage, control, operate, finance, refinance, develop, lease, grant easements and other rights in, under and over, the Property and to do any act, take any proceeding, make any decision and execute and deliver any instrument, deed, agreement, affidavit or document necessary for or incidental to any of the foregoing, for and on behalf and in the name of the Co-Owners, or as the Co-Owners may so direct by Special Resolution. No person dealing with the Operator

LV II339-LV II358,LV II379-LV II388-35211

will be required to enquire into the authority of the Operator to do any act, take any proceeding, make any decision or execute and deliver any instrument, deed, agreement or document for or on behalf or in the name of the Co-Owners.

Without limiting the generality of the foregoing provisions of this Section 6, but subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have the following specific powers and authorities without further authority or approval from the Co-Owners:

(a) to engage such professional advisers and consultants as the Operator considers advisable in order to perform its duties hereunder;

(b) to open and operate one or more bank accounts in its name, as agent for the Co-Owners in respect of the Property with a Canadian chartered bank or trust company, into which the Operator may deposit all rentals, if any, and other income earned from the Property (if any) (which for greater certainty shall not include the Concept Planning Fund), and out of which account(s) all expenses properly relating to the Property shall be paid, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of such funds to cover all such expenses;

(c) to execute, deliver and carry out all other agreements which require execution by or on behalf of the Co-Owners with respect to the Property, including without limitation, any agreements required by any governmental or statutory authority having jurisdiction over or with respect to the Property, development agreements, site plan agreements, cost sharing agreements, easements and rights of way;

(d) to enter into lease and/or tenancy arrangements in respect of the Property or any part thereof and to collect all rentals and other income therefrom, if any, provided that nothing herein shall constitute a guarantee by the Operator of the payment of any rent by tenants;

(e) to pay all taxes, fees and other expenses relating to the orderly maintenance and management of the Property out of the Concept Planning Fund, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of funds to cover all such expenses;

(f) to commence or to defend on behalf of the Co-Owners, the Nominee, or itself, any and all actions and other proceedings pertaining to the Property or to the Co-Owners;

(g) to determine the amount and type of insurance coverage, if any, to be maintained in order to protect the Property and the Co-Owners from all usual perils of the type covered in respect of comparable properties and in order to comply with the requirements of any lenders of funds;

(h) to retain, employ and pay and discharge on behalf of the Co-Owners all servants, employees, advisors, consultants and/or contractors necessary to be retained for the management and operation of the Property, including, without limitation, for matters relating to its rezoning and development;

(i) to contract on behalf of the Co-Owners for water, gas, electricity and other utility services and commodities, including cable and telephone services necessary for the development, operation and maintenance of the Property; and

LV II339-LV II358,LV II379-LV II388-35211

(j) to distribute the Net Income from the ownership, operation, use, financing, refinancing, and/or sale of the Property (if any) to each Co-Owner, proportionate to its respective Interest. For the purposes of this Agreement, "**Net Income**" shall mean the gross receipts (which, for greater certainty, shall not include the Concept Planning Fund) derived in any way from dealing with the Property, received by or on behalf of the Co-Owners from the ownership, operation, use, leasing, financing, refinancing, sale of, and/or development and/or any other dealing with of the Property, minus the aggregate of all proper expenses and charges incurred in connection therewith, calculated on an accrual basis, including:

(i) payment of principal and interest owing to mortgagees or other encumbrancers, or other lenders;

(ii) realty taxes, property tax assessments, charges or levies made by any duly constituted governmental or statutory authority, due and owing and secured by a right or apparent right to claim a lien or charge upon the Interests, or any of them, or the Property, and money due and owing from improvements to the Property secured by a lien or charge in favour of materialmen or workmen or trade contractors or other like persons or corporations upon the Interests, or any of them, or the Property;

(iii) all costs and expenses of any sale, financing or refinancing;

(iv) all development costs and expenses;

(v) all costs and expenses of operating, maintaining, leasing, managing, using, and/or developing the Property, and the costs and expenses of repair;

(vi) lighting, electricity and public utilities costs and expenses;

(vii) professional fees reasonably attributed to the Property, its operation, use, financing, refinancing, sale and/or development;

(viii) all other costs, expenses or disbursements which are properly attributable to the Property, except payments to the Co-Owners on account of capital or distribution of Net Income; and

(ix) reserves in such amount as deemed appropriate by the Operator from time to time, including without limitation for the purposes of replacement of major equipment, major renovations and repairs, leasehold improvements, marketing costs and any other reserves normally required for the prudent operation, use, financing, refinancing, sale and/or development of a like property.

Each Co-Owner shall have a proportionate beneficial interest in all of the gross cash receipts derived from the Property and shall be responsible for its proportionate share of the expenses and charges incurred in connection with the Property, in each case proportionate to its respective Interest. Each Co-Owner hereby irrevocably directs the Operator to pay its proportionate share of such expenses and charges out of its proportionate share of such gross cash receipts, as well as out of the Concept Planning Fund.

Each Co-Owner hereby confirms and acknowledges that neither the Operator nor any of its officers, directors, employees, advisors, consultants, agents or representatives has made any warranty or representation, or given any advice:

LV II339-LV II358,LV II379-LV II388-35211

(k) as to or in respect of the tax treatment of the purchase, disposition or holding of the Interest by a Co-Owner; or

(l) as to the timing of the rezoning or sale or development of the Property or the returns attainable by the Co-Owners upon a sale or lease of or other dealing with the Property.

Each Co-Owners acknowledges that he has been advised to seek his own independent legal and tax counsel prior to entering into a Sale and Purchase Agreement and this Agreement.

7. AUTHORITY TO WITHHOLD

The Operator is authorized to withhold any amounts required to be withheld from any distribution or other payment to a Co-Owner pursuant to the provisions of the *Income Tax Act* and to make payment of any such amount on behalf of a Co-Owner to the CRA, on account of taxes as may be required by law.

8. POWERS EXERCISABLE BY ORDINARY RESOLUTION

Notwithstanding anything to the contrary contained in this Agreement, the following powers shall only be exercisable by the Operator after an Ordinary Resolution is passed by the Co-Owners:

(a) approving the sale or exchange of all or any part of the Property (other than the sale of Interests by the Operator pursuant to Sale and Purchase Agreements);

(b) approving a proposal or plan to develop the Property;

(c) subject to Section 17, consenting to the amendment of this Agreement, provided that, no amendment to this Agreement shall impose or increase any financial or other obligations upon any of the Nominee of the Operator, or in any way adversely affect the Nominee or the Operator, without the prior written approval of the Nominee or the Operator, as the case may be;

(d) approving or ratifying the making of an Additional Advance by the Operator, in accordance with Section 18; or

(e) requiring that the financial statements for the Property be audited.

Other than a matter which under the terms of this Agreement requires a Special Resolution, the Operator may at any time and from time to time by notice in writing to all Co-Owners substantially in the form annexed hereto as Schedule "2" (the "**Notice Requisitioning an Ordinary Resolution**") request the Co-Owners to consider and approve any matter relating to the Property not requiring a Special Resolution. The Notice Requisitioning an Ordinary Resolution shall specify with reasonable detail the matter to be approved by the Co-Owners.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution. If the Operator fails to deliver such Notice Requisitioning an Ordinary Resolution within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or a group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the

LV II339-LV II358,LV II379-LV II388-35211

Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution which the Operator failed to deliver within the time provided in this Section 8 for the Operator to do so.

9. POWERS EXERCISABLE BY SPECIAL RESOLUTION

The following powers shall only be exercisable by Special Resolution passed by the Co-Owners:

(a) terminating the appointment of the Operator and appointing a new Operator from time to time, in accordance with the provisions of Section 10;

(b) instituting or continuing an action or suit against the Operator for damages based upon the fraud or gross negligence of the Operator in the performance of its obligations under this Agreement;

(c) requiring the Operator to remove the incumbent independent firm of chartered accountants qualified in Canada appointed pursuant to Section 16 and requiring the Operator to appoint a replacement; or

(d) apppointing a replacement for the Nominee in the event that the Nominee should be wound up or dissolved or be declared a bankrupt, such replacement to hold legal title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Operator if it retains any Retained Interest.)

10. CONTROL AND AUTHORITY VESTS WITH CO-OWNERS

The Co-Owners may by Special Resolution terminate and remove the Operator (in its capacity as Operator and not as a Co-Owner)and appoint a new Operator in its place and stead. Such new Operator shall be bound by all of the terms of this Agreement and shall execute an agreement confirming that it is bound under this Agreement as if it was an original signatory thereto.

Upon termination, the Operator terminated shall forthwith upon request of the person designated in the Special Resolution as the replacement Operator (the "**Designated Person**") do the following:

(a) deliver all agreements, documents, instruments, books and records and writings relating to the Property in its possession to the Designated Person, including, without limitation, the Co-Owners Record;

(b) execute and deliver such consents, acknowledgements and assignments pertaining to the Property and any Planning Activities as the Designated Person may require;

(c) cause its representatives on the board of directors of the Nominee to execute resignations as directors and officers forthwith after being required to do so by the Designated Person, provided the Nominee shall continue to indemnify such directors and officers in accordance with its by-laws in existence at the date hereof;

(d) execute and deliver a release in form and content satisfactory to the Designated Person, acting reasonably, releasing the Nominee and the Co-Owners from any liability, provided that: (i) the release by the Operator shall not release the Co-Owners from their obligation to continue to indemnify the Operator pursuant to Section 21 hereof; and (ii) the

LV II339-LV II358,LV II379-LV II388-35211

Operator receives a release in form and content satisfactory to the Operator, acting reasonably, executed by the Nominee and by the Designated Person for and on behalf of itself and each of the Co-Owners, releasing the Operator from any liability, and the Co-Owners expressly acknowledge and agree that the Designated Person shall have the power and authority to deliver such release, without any further approval or authorization required from the Co-Owners;

(e) do all things necessary and execute all necessary documents to effect the change of shareholders of the Nominee as directed by the Designated Person; and

(f) otherwise co-operate and assist to carrying out and giving effect to each of the actions set out in Section 10(a), (b), (c), (d) and (e) above.

The Operator may at any time and from time to time by notice in writing, substantially in the form annexed hereto as Schedule "3" (the "**Notice Requisitioning a Special Resolution**") to all Co-Owners, request the Co-Owners to consider and approve any matter relating to the Property requiring a Special Resolution pursuant to the terms of this Agreement. The Notice Requisitioning a Special Resolution shall specify with reasonable detail the matter to be considered and approved by Special Resolution.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning a Special Resolution with respect to any matter relating to the Property, including any matter requiring a Special Resolution pursuant to this Agreement. If the Operator fails to deliver such Notice Requisitioning a Special Meeting within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the Notice Requisitioning a Special Resolution which the Operator failed to deliver within the time provided in this Section 10 for the Operator to do so.

11. CO-OWNERS RECORD AND TRANSFERS OF INTEREST

The Operator shall record and at all times maintain and keep up to date a record of the names, addresses and other contact information for the Co-Owners, and the Interest held by each of the Co-Owners as well as particulars of any Transfer of Interests (collectively, the "**Co-Owners Record**").

No Co-Owner shall sell, transfer, assign, mortgage, pledge, grant a security interest or otherwise encumber or dispose of its Interest in the Property (each, a "**Transfer**"), except in compliance with any applicable requirements of the *Securities Act* (Ontario) and any other applicable legislation and otherwise in accordance with the provisions of this Agreement, if and to the extent required.

A Co-Owner may Transfer an Interest or part thereof provided that such Co-Owner complies and satisfies each of the following conditions:

(a) the transferor first delivers to the Operator an original or notarial copy of the executed document or instrument effecting the Transfer which shall be in such form as may be acceptable to the Operator, acting reasonably;

(b) the transferee agrees in writing and in such form as may be acceptable to the Operator, to be bound by the terms of this Agreement and upon completion of the Transfer to

LV II339-LV II358,LV II379-LV II388-35211

assume the obligations of the transferor under this Agreement in respect of the Interest subject to the Transfer;

(c) the transferor delivers or causes to be delivered to the Operator a direction addressed to both the Nominee and the Operator, in form and substance satisfactory to the Operator and the Nominee, directing the Nominee to execute and deliver a Declaration of Trust for the Interest subject to the Transfer in favour of the transferee;

(d) the transferee pays such costs, expenses and disbursements, including legal fees, as are reasonably incurred by the Operator by reason of the Transfer;

(e) the transferee pays all applicable HST pursuant to the *Excise Tax Act*, and all applicable LTT pursuant to the *Land Transfer Tax Act*, and makes or causes to be made any and all necessary filings, payments and remittances within the time periods required therefor under the provisions of the *Excise Tax Act* and the *Land Transfer Tax Act* and the respective regulations thereunder;

(f) the transferor either provides the transferee with evidence reasonably satisfactory to the transferee that the transferring Co-Owner is not then a "non-resident" of Canada within the meaning of the *Income Tax Act* or provide the transferee with a certificate pursuant to subsection 116(2) of the *Income Tax Act* with a certificate limit in an amount not less than the purchase price for the Interest subject to the Transfer; provided that if such evidence or certificate is not forthcoming, the transferee shall be entitled to make the payment of tax required under section 116 of the *Income Tax Act* and to deduct such payment from the purchase price for the Interest subject to the Transfer;

(g) the transferee executes and delivers to the Operator a counterpart of the Agreement; and

(h) the transferor provides such other documents, agreements, acknowledgements and confirmations as may be required by the Operator or by law (including compliance by the transferring Co-Owner with the provisions of the *Securities Act* (Ontario) if and to the extent applicable).

When a transferee of an Interest is entitled to become a Co-Owner pursuant to the provisions hereof, the Operator will:

(i) record a Transfer of the Interest; and

(j) forward a Declaration of Trust to the transferee in respect of the Interest so transferred.

For the avoidance of doubt, a Transfer by Co-Owner may include a transfer into trust, in which case the terms "sale and purchase agreement", "Purchaser", "purchase", "purchased", and "sale", wherever such terms appear in this Agreement, shall be read so as to recognize that such Transfer is not a purchase and sale transaction between a Co-Owner and a purchaser but a transaction in the nature of a transfer into trust by the transferring Co-Owner to a trustee. Nothing in this Section 11 shall be construed to affect the provisions of Section 12 of this Agreement.

12. OPERATOR NOT BOUND TO SEE TO TRUST OR EQUITY

Other than pursuant to the terms of the Declaration of Trust, the Operator shall not be bound to see to the execution of any trust, express, implied or constructive, or any charge, pledge or equity to which any Interest is subject, or to ascertain or inquire whether any sale or transfer of any such Interest by any Co-Owner or by his personal representatives is authorized by such trust, charge, pledge or equity, or to recognize any person having any interest therein except for the person or persons recorded by the Operator as the Co-Owner.

LV II339-LV II358,LV II379-LV II388-35211

13. INCAPACITY, DEATH, INSOLVENCY OR BANKRUPTCY

Where a person becomes entitled to an Interest by incapacity, death, insolvency or bankruptcy of a Co-Owner or otherwise by operation of law, in addition to the requirements of Section 11 hereof, that person will not be recorded as or become a Co-Owner until:

(a) he produces evidence satisfactory to the Operator of such entitlement; and

(b) he has delivered such other evidence, approvals and consents in respect of such entitlement as the Operator may require and as may be required by applicable law or by this Agreement.

14. DECLARATIONS OF TRUST

A separate Declaration of Trust shall be executed and delivered by the Nominee to each Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of a Co-Owner to the extent of the Co-Owner's Interest. Provided that the Transfer of an Interest has been effected in accordance with the provisions of Section 11 of this Agreement, a separate Declaration of Trust shall be executed and delivered by the Nominee to each transferee Co-Owner of an Interest from a transferring Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of the transferee Co-Owner to the extent of such Co-Owner's Interest.

15. LOST DECLARATIONS OF TRUST

Where a Co-Owner by notice in writing advises the Operator that the Declaration of Trust with respect to such Co-Owner's Interest has been defaced, lost or destroyed or wrongly taken, the Operator may cause a new Declaration of Trust to be issued, provided that the Co-Owner files with the Operator an indemnity in such form as is satisfactory to the Operator to indemnify the Operator, the Nominee and the other Co-Owners from any loss, cost, liability or damages that it or they may incur or suffer by complying with the request to issue a new Declaration of Trust, and provided further that the Co-Owner satisfies all other reasonable requirements of the Operator, including delivery of a form of proof of loss.

16. BOOKS AND RECORDS AND FINANCIAL REPORTS

The Operator will keep or cause to be kept on behalf of the Co-Owners at the Operator's principal place of business in Ontario:

(a) full and accurate books of account and records of all financial transactions relating to the Property including, without limitations, the receipts and expenditures relating to the Property and the Concept Planning Fund;

(b) the Co-Owners Record setting out the name and address of each Co-Owner; and

(c) copies this Agreement and all counterparts.

At any time upon 10 Business Days written notice to the Operator a Co-Owner may request the Operator to examine any of the documents noted in clauses (a) and (b) above at the office of the Operator and may take copies thereof provided that such requesting Co-Owner pays the reasonable cost to the Operator for making such copies, provided further that any such requesting Co-Owner shall have first provided an affidavit and undertaking, in form and substance satisfactory to the Operator, acting reasonably, duly sworn before a notary public or other individual authorized to administer oaths in the jurisdiction of residence of the

LV II339-LV II358,LV II379-LV II388-35211

Purchaser, stating: (aa) the name and address of such requesting Co-Owner, and that the Co-Owner is a Co-Owner; (bb) that the Co-Owners Record shall not be used by the requesting Co-Owner or any other person except in connection with a *bona fide* effort to influence the voting by Co-Owners on an Ordinary Resolution or a Special Resolution; (ccc) that the information so provided is subject to applicable privacy rules and regulations; (ddd) that none of the information provided pursuant to clause (a) above shall be disclosed by or on behalf of the requesting Co-Owner to any person who is not a Co-Owner, that such information is proprietary to the Operator and the Co-Owners, and that its disclosure could cause irreparable harm to the other Co-Owners and the Operator; (eee) that the requesting Co-Owner will not, directly or indirectly, offer for sale or purchase, or otherwise traffic in, a list or copy of a list of the Co-Owners or any information contained in the Co-Owners Record; (fff) the requesting Co-Owner acknowledges and agrees that in the event of a breach of any of the covenants, provisions and restrictions in affidavit, the Co-Owners' and Operator's remedy in the form of monetary damages may be inadequate and that the Operator, for itself and on behalf of the other Co-Owners, shall be authorized and entitled, in addition to all other rights and remedies available to it and them, to apply for and obtain from any court of competent jurisdiction interim and permanent injunctive relief and an accounting of all profits and benefits arising out of such breach; and (ggg) that the requesting Co-Owner shall indemnify and hold harmless the Operator and the Nominee and the other Co-Owners from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee or the other Co-Owners by reason of any breach by such requesting Co-Owner of any of the covenants, provisions and restrictions contained in the affidavit.

The Operator shall provide or cause to be provided to each Co-Owner not later than 120 days after the end of each calendar year, financial statements showing the financial results for the Property for such calendar year. The Operator shall retain, at the expense of the Co-Owners, an independent firm of chartered accountants qualified in Canada to prepare such financial statements. Such financial statements shall contain a balance sheet, and a statement of cash flows and shall be prepared in accordance with Canadian accounting standards for private enterprises ("**ASPE**") applicable to the real estate industry in Canada and applied on a consistent basis from year to year. The financial statements shall not be required to be audited unless the Co-Owners by Ordinary Resolution require audited financial statements. For greater certainty, the funds in the Concept Planning Fund are hereby recognized as being the funds of the Operator, not of the Co-Owners.

17. AMENDMENT OF AGREEMENT

This Agreement may be amended in writing on the initiative of the Operator with the consent of the Co-Owners given by Ordinary Resolution. Notwithstanding the foregoing, the Operator may, without any prior notice to or consent from the Co-Owners amend any provision of this Agreement from time to time:

(a) to cure an ambiguity or to correct or supplement any provision contained herein which, in the reasonable opinion of the Operator, may be defective or inconsistent with any other provision contained herein, and with respect to which the cure, correction or supplemental provision does not and will not adversely affect the Interests of the Co-Owners; or

(b) to make such other provisions in regard to matters or issues relating to or arising under this Agreement which, in the reasonable opinion of the Operator, do not and will not adversely affect the Interests of the Co-Owners.

LV II339-LV II358,LV II379-LV II388-35211

The Operator agrees to inform the Co-Owners by written notice within 60 days following the effective date of an amendment to this Agreement and provide copies of the amending agreement within the said 60 days.

18. PLANNING ACTIVITIES AND CONCEPT PLANNING FUND

As agent for the Vendor, the Operator shall deposit an amount equivalent to the Concept Planning Fund Contribution (as such term is defined in each Sale and Purchase Agreement) received by the Vendor under every completed Sale and Purchase Agreement into a single, segregated account (the "**Concept Planning Fund**") to be in the name of the Operator and to be used by the Operator solely for the purpose of paying the costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities, and those costs and expenses enumerated in Section 6(j) of this Agreement.

The Concept Planning Fund is intended to be a deposit account. Each Co-Owner's respective proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Co-Owner following completion of the sale of the Property. Each Co-Owner's share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of this Agreement) will be paid by the Co-Owner and deducted from his proportionate share of any sale proceeds receivable by him, if and when the Property is sold or otherwise disposed of. Each Co-Owner hereby irrevocably authorizes and directs the Operator to withhold from his proportionate share of any amounts otherwise receivable by it under this Agreement the amount of any such shortfall, and to pay such amount to the Operator.

The Operator shall keep proper and accurate records and details of all expenses paid out of the Concept Planning Fund, and at the request of the Vendor, provide access to the Vendor's representatives to such records and details of expenses to permit the Vendor to satisfy itself that such expenses were paid in accordance with the provisions of this Agreement.

The Operator shall prepare, perform and take or cause to be prepared, performed and taken all Planning Activities as it determines in its reasonable discretion are necessary for and on behalf of the Co-Owners including, without limitation, the following:

(a) surveys and concept plans in connection with the rezoning of the Property;

(b) in the reasonble discretion of the Operator, engage all consultants and professionals including, without limitation, legal counsel with respect to rezoning of the Property or any other Planning Activities;

(c) enter into or request the Nominee to enter into and deliver any documents, consent, acknowledgements or agreements including, without limitation, easements, rights in the nature of an easement, transfers, undertakings, applications, appeals and/or any other similar or related agreements or documents which may be required in the reasonable discretion of the Operator in connection with the Planning Activities;

(d) pay for all costs and expenses associated with Planning Activities, municipal property taxes and the cost of maintaining the Property, out of the Concept Planning Fund, and if insufficient, out of additional funds provided by the Co-Owners; and

(e) keep detailed records and accounts for or pertaining to the Planning Activities.

LV II339-LV II358,LV II379-LV II388-35211

If the amount set aside in the Concept Planning Fund is not sufficient to defray all costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities and those costs and expenses enumerated in Section 6(j) of this Agreement, the Operator, in the exercise of its absolute discretion, and without the approval of the Co-Owners, may advance to the Co-Owners an amount or amounts on account of such shortfall to a maximum of 5% of the aggregate purchase prices paid by all Co-Owners for their respective Interests(collectively, the "**Initial Advance**"). The Initial Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance made to the Co-Owners out of the proceeds of the sale of the Property.

If the cost of Planning Activities exceeds the combination of the Concept Planning Fund and the Initial Advance, the Operator, as it deems necessary in the exercise of its absolute discretion but subject to the approval of the Co-Owners by way of an Ordinary Resolution, may advance to the Co-Owners additional amounts as may be required for such purposes (collectively, the "**Additional Advance**"). The Additional Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, after repayment of the Initial Advance, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance and the Additional Advance made to the Co-Owners out of the proceeds of the sale of the Property.

19. SALE OF THE PROPERTY

Any offer to purchase the Property received by the Operator or the Nominee, which the Operator deems acceptable (the "**Offer**") shall be presented to all of the Co-Owners for consideration and if approved by an Ordinary Resolution such Offer shall be accepted by the Nominee and such acceptance shall be binding upon all of the Co-Owners. Any sale of the Property by the Nominee resulting from an Offer the acceptance of which was approved by an Ordinary Resolution of the Co-Owners shall be deemed to include the sale by the Co-Owners of the Interests.

The Co-Owners hereby agree that Operator shall have the right, exercisable by notice in writing to the Co-Owners within 30 days after the Co-Owners have passed an Ordinary Resolution to accept the Offer, to purchase the Property at the same price and on the same terms and conditions as are contained in the Offer approved by Ordinary Resolution of the Co-Owners.

If the Operator fails to provide the notice exercising its right to purchase the Property on the same terms and conditions as are contained in the Offer within the said 30 days, then the Nominee shall accept the Offer and complete the transaction with the party that made the Offer the acceptance of which was approved by Ordinary Resolution of the Co-Owners.

20. HST AND LTT

Each of the Co-Owners hereby authorizes the Operator to make any and all filings, payments and/or remittances for HST with respect to the purchase by each Co-Owner of his respective Interest and any other payments of HST applicable to the services provided to the Nominee or in respect of the Property or the Interest of a Co-Owner.

Each Co-Owners hereby authorizes the Operator to carry out any HST reporting or filing obligations that are required in respect of the Interests or the Property. Such authority shall

LV II339-LV II358,LV II379-LV II388-35211

include the execution of any documents that have to be or which may be advisable to be executed under the *Excise Tax Act*. The Operator shall to the extent required under the *Excise Tax Act* make and satisfy all filing and reporting obligations of a Co-Owner with respect to the Interest of the Co-Owner and shall provide each Co-Owner with copies of such filings and reports.

Each of the Co-Owners hereby authorizes the Operator to make any and all filings payments and/or remittances, from funds provided by the Co-Owner, relating to LTT arising from the purchase by each Co-Owner from the Vendor of his respective Interest in the Property. For greater certainty, each of the Co-Owners hereby authorizes the Operator on behalf of the Co-Owner and with the Co-Owner's funds to make any and all payments, remittances and filings under the provisions of the *Land Transfer Tax Act* relating to LTT and within the time period required therefor under the *Land Transfer Tax Act*, arising from the acquisition and/or ownership of the Interest. The Operator shall provide each Co-Owner with copies of such filings and evidence of the payments and remittances upon the written request of a Co-Owner.

21. POWER OF ATTORNEY

Each Co-Owner hereby nominates, constitutes and appoints each of the Operator and the Nominee, acting alone or together, with full power of substitution, as his true and lawful attorney and agent with full power and authority in his name, place and stead, for his use and benefit, to do the following, as fully and effectually as the Co-Owner could do if personally performed including, without limitation:

(a) execute and deliver all such documents or instruments on behalf of and in the name of the Co-Owners, or any of them, as may be deemed necessary by the Operator to carry out fully the provisions of this Agreement in accordance with its terms;

(b) execute, swear to, acknowledge, deliver, file and/or remit to or with the Ministry of Finance (Ontario) pursuant to the *Land Transfer Tax Act*, as amended, all necessary returns and payment or remittances in connection with the acquisition by the Co-Owners of their respective Interests in the Property;

(c) execute, acknowledge, deliver and file and/or remit to or with the CRA, all necessary instruments, declarations, certificates and other documents, and remittances relating to HST;

(d) execute, acknowledge, deliver and file as and where required any election made pursuant to subsection 273(1) of the *Excise Tax Act* as contemplated in each Purchase Agreement;

(e) execute and deliver all conveyances, agreements, documents and other instruments pertaining to the sale, development, redevelopment, financing, refinancing or leasing of the Property as the Operator determines in its sole discretion is in the best interests of the Co-Owners, and as permitted by this Agreement or authorized by Ordinary Resolution or Special Resolution of the Co-Owners; and

(f) execute, acknowledge, deliver and file any and all CRA non-resident personal income tax returns.

Each Co-Owner acknowledges and confirms that the power of attorney granted herein is made pursuant to the *Powers of Attorney Act* (Ontario) and is a power coupled with an interest, will survive the death, disability or other legal incapacity of the Co-Owner and will survive the assignment (to the extent of the Co-Owner's obligations hereunder) by the Co-Owner of the whole or any part of his Interest and extends to the heirs, executors, administrators, successors

LV II339-LV II358,LV II379-LV II388-35211

and assigns of the Co-Owner and may be exercised by the Operator or the Nominee, acting alone or together, executing on behalf of the Co-Owners, or any of them, any instrument, by listing all of the Co-Owners to be bound by such instrument with a single signature as attorney and agent for all of them, or otherwise. Each of the Co-Owners agrees to be bound by any representations and actions made or taken in good faith and in accordance with the terms of this Agreement by the Nominee and/or the Operator pursuant to such power of attorney in accordance with the terms hereof and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the Nominee or the Operator taken in good faith under such power of attorney. The Operator shall, at the written request of a Co-Owner, provide such Co-Owner with copies of any of the documents or instruments executed, sworn, delivered, acknowledged or remitted by the Operator for and on behalf of that Co-Owner only under the power of attorney provided for in this Section 21.

22. INDEMNIFICATION

Each of the Co-Owners hereby agrees, severally and not jointly or jointly and severally, to indemnify and hold harmless the Operator and the Nominee from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee, or by any one or more attorneys appointed by it or them under the power to substitute pursuant to the power of attorney provision contained in Section 21 above, by reason of acts, omissions or alleged acts or omissions arising out of the activities of the Operator or the Nominee on behalf of the Co-Owners or in furtherance of the Interests of the Co-Owners but only if the acts, omissions or the alleged acts or omissions in respect of which any actual or threatened action, proceeding or claim are based, were performed in good faith and in accordance with the Agreement.

23. VENDOR'S RIGHT TO RETAIN AN INTEREST

The Co-Owners acknowledge and agree that the Vendor has the right, but not the obligation, to retain an undivided beneficial Interest in the Property (a "**Retained Interest**"), to whatever extent it wishes, and the Vendor to the extent of any such Retained Interest shall for the purposes of this Agreement be a Co-Owner and be deemed to be bound by this Agreement. The Vendor may at any time and from time to time Transfer and assign all or any part of such Retained Interest to any person or persons it deems appropriate and upon such Transfer or assignment, the assignee or transferee thereof shall execute a counterpart of this Agreement and shall be a Co-Owner to the extent of the Retained Interest so transferred or assigned.

24. COMPETING INTERESTS

Each of the Co-Owners and the Operator is entitled, without the consent of any of the others of them, to own property and to carry on any business or activity whatsoever, whether of the same or different nature as that owned by or carried on by any of them, and whether or not in competition with the Interests, the Property or any activity carried on by any of them, and neither any Co-Owner nor the Operator shall be liable to account to any of the other of them.

25. NOTICES

Any notice or communication required or permitted to be given to the Nominee, the Vendor, the Operator or the Co-Owners hereunder shall be in writing and shall be given by delivery or by mailing to same to be addressed as follows:

(a) To the Nominee, the Vendor or the Operator, at its respective mailing address provided in Section 4 above.

LV II339-LV II358,LV II379-LV II388-35211

(b) To each Co-Owner at his last address shown on the Co-Owners Record maintained by the Operator.

Any notice or communication delivered as aforesaid shall be in the English language but may be accompanied by an unofficial translation and shall be deemed to have been given to the addressee on the day of delivery, if delivered by courier or, if mailed as aforesaid, shall be deemed to have been given to the addressee on the 10th Business Day following the mailing of such notice, provided that, for such purposes, no day during which there shall be a strike or other occurrence which shall interfere with normal mail services shall be considered a Business Day. If delivery of any notice or communication is made via fax, delivery shall be deemed to have been made on the day following the sending of the fax unless such day is not a Business Day, in which case delivery shall be deemed to have been made on the next Business Day.

26. FURTHER ACTS

The parties hereto agree to execute and deliver such further and other documents and to perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

27. BINDING EFFECT

Subject to the restrictions on Transfers herein contained, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and permitted assigns.

28. SEVERABILITY

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts, by original or facsimile signature, with the same affect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same agreement.

30. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, in the Country of Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

31. DISPUTE RESOLUTION

Any disputes, claims, disagreements, differences, (including, without limitation, interpretation, performance and enforcement) (collectively the "**Dispute**") that may arise between the Co-Owners or any of them and/or the Operator and/or the Nominee relating in any manner to this Agreement, the Property, or the Interests or any of them, shall attempted to be resolved by mediation and if such mediation is not successful, then by arbitration.

LV II339-LV II358,LV II379-LV II388-35211

Upon written demand of the Nominee, the Operator or the Co-Owners or any them and within 10 days after such demand, the parties shall attempt to appoint a mediator. If within such period of time they are unable to agree on a mediator, the Dispute shall be resolved by arbitration. If the parties to the Dispute are unable to agree upon a single arbitrator within 10 days after a demand has been made by any party to the Dispute to appoint a single arbitrator then, any party to the Dispute may apply, to a Justice of the Superior Court of Justice sitting in the City of Toronto, in the Province of Ontario, Canada for the appointment of an arbitrator.

The arbitration shall proceed in accordance with the provisions of the *Arbitration Act*, 1991 (Ontario) and any amendments or successor legislation thereto, which provisions shall apply *mutatis mutandis*. The arbitrator shall have the power to determine the procedure for the arbitration and to deliver his or her award notwithstanding the default by any party in respect of any procedural order made by the arbitrator.

The arbitrator shall proceed immediately to hear and determine the Dispute. The award of the arbitrator shall be made within 30 days after the appointment of the arbitrator, subject to any reasonable delay due to unforeseen circumstances. The award of the arbitrator shall be in writing and signed by the arbitrator, and shall be final and binding on the parties to the Dispute, not subject to any appeal, and the parties to the Dispute shall abide by the award and perform the terms and conditions thereof. The arbitration award shall deal with the costs of arbitration and all matters related thereto including the arbitrator's fees and expenses. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Unless otherwise mutually agreed, any mediation or arbitration of a Dispute shall take place in the Municipality of Metropolitan Toronto, in the Province of Ontario, in the Country of Canada.

32. NO INTENTION TO CREATE A PARTNERSHIP

The Co-Owners acknowledge, agree and declare that the entering into of this Agreement does not, and is not intended to, create a partnership, for any purpose. The Co-Owners further agree that nothing herein is to be construed as a limitation of the powers or rights of any Co-Owner to carry on its separate respective activities. Except for the Operator as contemplated in this Agreement, none of the Co-Owners shall have the right to bind any of the other Co-Owners, transact any business in any of the other Co-Owners names or on their behalf or incur any liability for or on behalf of any of the other Co-Owners. The Co-Owners agree that they shall each report their income or loss arising from the ownership of their Interests, for both accounting and income tax purposes, and to the applicable taxing authorities, as co-venture parties independent of one another, and not as partners in a partnership.

33. NO RIGHT TO PARTITION, ETC.

Each of the Co-Owners, by becoming a party to this Agreement, agrees and will be deemed to have agreed that he will not seek any remedy or right for the termination of this Agreement which would otherwise be available at law or in equity or for the termination of the co-ownership of the Property or which would otherwise be available pursuant to the *Partition Act*, R.S.O. 1980, c. 369,) and any amendments or successor legislation thereto, and each such Co-Owner shall be forever estopped from asserting otherwise and from seeking such remedy or right. In the event of any breach of the provisions of this Section 33 by a Co-Owner, the other Co-Owners and the Operator shall, in addition to all rights and remedies at law or in equity to which it is or they are otherwise entitled, be entitled to a decree or order

LV II339-LV II358,LV II379-LV II388-35211

perpetually restraining and enjoining such partition, application, action or other proceeding, and the first-mentioned Co-Owner shall not plead in defence thereto that there would be an adequate remedy at law, it being acknowledged by all the parties hereto that the injury and damages flowing from any such breach would be impossible to measure monetarily.

34. TIME

Time shall be of the essence of this Agreement.

35. REFERENCE DATE

This Agreement is dated for reference as of the 30TH day of August, 2012.

IN WITNESS WHEREOF this Agreement is executed with effect as of the day and year first above written.

EXECUTED this 31ST day of JULY 2013 with effect as of the day and year first above written.

CO-OWNER

WITNESS

✓ Chiaki Hayashi

Signature of Witness

Print: CHIAKI HAYASHI

小林博紀 ★

Signature of Co-Owner

Print: HIRONORI KOBAYASHI

LV II339-LV II358,LV II379-LV II388-35211

EXECUTED this 13TH day of SEPTEMBER, 2013 with effect as of the day and year first above written.

LONDON VALLEY II INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

EXECUTED this 13TH day of SEPTEMBER, 2013 with effect as of the day and year first above written.

TSI-LV II INTERNATIONAL CANADA INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

LV II CAPITAL MANAGEMENT INC.

EXECUTED this 13TH day of SEPTEMBER, 2013 with effect as of the day and year first above written.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

TSI INTERNATIONAL

SCHEDULE "1"

Legal Description of Property

Lands and premises located on 6172 Colonel Talbot Road fronting on the East side of Colonel Talbot Road, in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lots 58 & 57 ETR as in 422573; EXCEPT Part 11, 33R2972 and Part 1, 33R8976; "Description in 422573 may not be acceptable in the Future" London/Westminster

LV II339-LV II358,LV II379-LV II388-35211

SCHEDULE "2"

NOTICE OF REQUISITION OF ORDINARY RESOLUTION

By Co-Owners

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____, 201_ .

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: HIRONORI KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV II339-LV II358,LV II379-LV II388

By Operator

NOTICE IS HEREBY GIVEN that the undersigned requests the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned signed to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____ , 201__.

LV II CAPITAL MANAGEMENT INC.

Per: _____

Name:
Title:
I have authority to bind the Corporation.

Appendix 1

FORM OF ORDINARY RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____, 201__.

Witness		**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: HIRONORI KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV II339-LV II358,LV II379-LV II388

Identification No. _____

SCHEDULE "3"

NOTICE OF REQUISITION OF SPECIAL RESOLUTION

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners to approve the Special Resolution attached hereto as Appendix I **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Special Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Special Resolution.

Dated the _____ day of _____, 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: HIRONORI KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV II339-LV II358,LV II379-LV II388

Identification No. _____

Appendix I

FORM OF SPECIAL RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____ , 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: HIRONORI KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV II339-LV II358,LV II379-LV II388

Identification No. _____

DECLARATION OF TRUST

Cert. No. LV_II_JP_5a4be1fa34e62bb8a6ec6b91d2462f5a

Interest: 30/620TH

ID. 35211 UDI. LV II339-LV II358,LV II379-LV II388

This is to certify that HIRONORI KOBAYASHI is the owner of an undivided beneficial 30/620TH interest (the "Interest") in the real property located on 6172 Colonel Talbot Road fronting on the East side of Colonel Talbot Road, in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lots 58 & 57 ETR as in 422573; EXCEPT Part 11, 33R2972 and Part 1, 33R8976; "Description in 422573 may not be acceptable in the Future" London/ Westminster (the "Property") and that London Valley II Inc., as the registered holder of title to the Property, declares and acknowledges that it is holding title to the Property in trust for and on behalf of HIRONORI KOBAYASHI, to the extent of the Interest.

Reference is made to the co-owners agreement (the "Agreement") dated for reference as of the 30TH day of August, 2012 among the owner of the Interest named in the within Declaration of Trust, London Valley II Inc. TSI-LV II International Canada Inc., LV II Capital Management Inc. and all other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of the Agreement. The Agreement provides for certain rights and obligations of the owners of undivided beneficial interest in the Property.

This Declaration of Trust and the Interest represented hereby are not transferable by delivery but only by the registered holder hereof, or by his agent duly authorized in writing, upon compliance with the provisions of the Agreement, including delivery to TSI-LV II International Canada Inc. at its principal office in Mississauga, Ontario, of this Declaration of Trust together with a duly executed transfer of beneficial interest in the form required by TSI-LV II International Canada Inc.

IN WITNESS WHEREOF London Valley II Inc. and TSI-LV II International Canada Inc. have caused this Declaration of Trust to be signed by its duly authorized officers this 13TH day of SEPTEMBER 2013.

LONDON VALLEY II INC.

Per: _____

Name:
Title:
I/We have authority to bind the Corporation

TSI-LV II INTERNATIONAL CANADA INC.

Per: _____

Name:
Title:
I/We have authority to bind the Corporation

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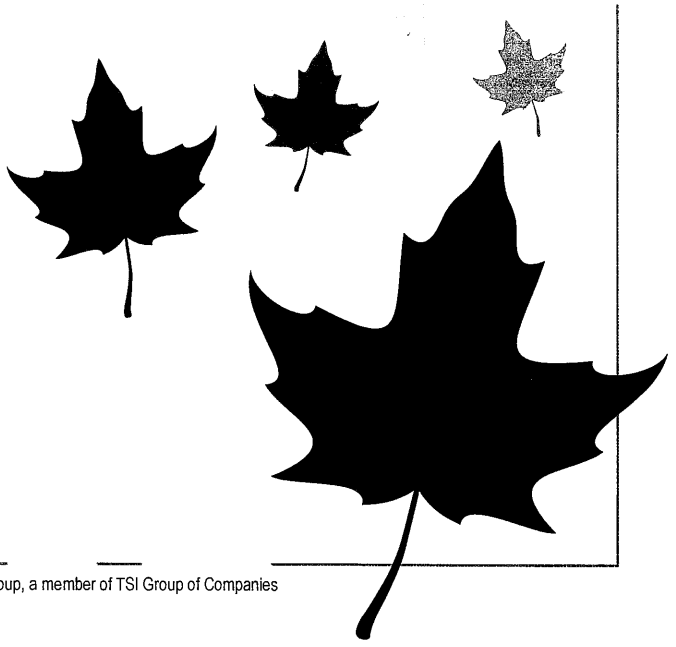
TSI INTERNATIONAL

LONDON VALLEY II INC.

HIRONORI KOBAYASHI



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UNIT IDENTIFICATION NO. LV II142-LV II161

AGREEMENT OF SALE AND PURCHASE dated the 27TH day of MAY, 2013,

BETWEEN

HIRONORI KOBAYASHI,

Identification: DRIVER'S LICENSE (528701029170)

Address: 413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Phone Number: 81-776-27-5321

(hereinafter referred to as the "**Purchaser**")

-and-

TSI-LV II INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario,

(hereinafter referred to as the "**Vendor**");

-and-

LONDON VALLEY II INC.,
a corporation incorporated under the laws of the Province of Ontario

(hereinafter referred to as the "**Nominee**")

WHEREAS:

A. The Vendor is the beneficial owner of an undivided interest in a parcel of land described in Schedule "B" annexed to this Agreement (the "**Property**") and title to which Property is registered in the name of the Nominee.

B. The Vendor is engaged in the business of land banking, the prime focus of which is to locate and purchase raw land and to endeavour to rezone the land through the applicable land development process to an approved use determined by the Vendor to be suitable and appropriate in all of the circumstances, and to thereby enhance the value of the land.

C. The Purchaser acknowledges that rezoning of the Property is uncertain and may take many years to achieve, often six years or longer, and that there can be no assurance that rezoning will be obtained, or if obtained, to permit for such use or uses as were requested and/or otherwise on terms and conditions that are satisfactory.

D. The Vendor may from time to time sell undivided beneficial interests in the Property to various purchasers.

E. The Purchaser acknowledges that real estate investments are generally subject to various risks, including a lack of liquidity, the highly competitive nature of the real estate industry, changes in general economic conditions (such as the availability and cost of mortgage funds), conditions of supply and demand for any particular type of real estate in the particular area, government regulations and changes thereto (including uncertainties and delays in zoning, subdivision and development regulatory approval processes, taxation of

LV II142-LV II161-34824

property and environmental legislation), changes in governments and the political environment in the jurisdiction where the real estate is located, and sensitivity to interest rates, among other factors.

F. The Purchaser acknowledges having had the opportunity to review this Agreement and its schedules with its advisors and to conduct such due diligence investigations as the Purchaser deemed appropriate with respect to all matters pertaining to the Property and to the Vendor.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. SALE OF UNDIVIDED BENEFICIAL INTEREST IN LAND

1.1 The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser a 20/620TH undivided beneficial interest in the Property (the "**Purchaser's Land Interest**").

1.2 The Purchaser's Land Interest will be identified by the following designated identification number: LV II142-LV II161

2. . PURCHASE PRICE

2.1 The Purchaser shall pay the aggregate sum of Ten Thousand Dollars of lawful money of Canada (C$10,000) for each 1/620TH undivided beneficial interest in the Property upon execution of this Sale and Purchase Agreement, of which Nine Thousand Five Hundred Dollars (C$9,500) of lawful money of Canada will be paid on account of the purchase price for such interest, and Five Hundred Dollars (C$500) of lawful money of Canada will be paid into a segregated account known as the "Concept Planning Fund" (the "**Concept Planning Fund**") to be used to defray costs, expenses and fees to be incurred in connection with the Property, as more particularly hereinafter described and as described in the Co-Owners Agreement (as such term is hereinafter defined).

2.2 The Purchaser hereby agrees to purchase the Purchaser's Land Interest for a total purchase price of ONE HUNDRED NINETY THOUSAND DOLLARS ONLY of lawful money of Canada (C$190,000.00) (the "**Purchase Price**"), and to pay the amount of TEN THOUSAND DOLLARS ONLY of lawful money of Canada (C$10,000.00) into the Concept Planning Fund (the "**Concept Planning Fund Contribution**"). All references in this Agreement to payments of money being made shall mean lawful money of Canada.

2.3 The Purchase Price excludes applicable harmonized sales tax (the "**HST**") pursuant to the *Excise Tax Act*, R.S.C. 1985, c E-15, as amended (the "**ETA**") and the Purchaser agrees to pay the HST in addition to the Purchase Price and the Concept Planning Fund Contribution, unless the Purchaser has obtained and inserted (or instructed to be inserted) its HST registration number set forth below on the signing page of this Agreement, below its signature, prior to acceptance of this Agreement by the Vendor, in which case the Purchaser hereby represents and warrants that it is a registrant for HST purposes under the provisions of the ETA, under such registration number.

2.4 Included in the Purchase Price and the Concept Planning Fund Contribution, the Purchaser shall be responsible for the payment of land transfer tax ("**LTT**") under

the *Land Transfer Act*, R.S.O., c L.6. as amended (the "**LTTA**"), in the amount of ONE THOUSAND SEVEN HUNDRED SEVEN DOLLARS AND NINETY TWO CENTS of lawful money of Canada (C$1,707.92).

2.5 The Purchaser covenants to pay, make and submit all necessary payments, filings and remittances within the time periods required therefor under the provisions of the ETA, if applicable, and the LTTA, and the regulations thereunder. The Purchaser hereby authorizes the Vendor on behalf of the Purchaser and with the Purchaser's funds, to make any and all payments, filings and remittances within the time periods required therefore under the provisions of the ETA relating to HST, if applicable, and under the provisions of the LTTA relating to LTT required to be made by the Purchaser arising from its acquisition of the Purchaser's Land Interest. While the Vendor agrees to assist the Purchaser in submitting such payments, remittances and filings, for greater certainty, nothing herein contained shall oblige the Vendor to make any payments or remittances from its own resources or funds and all such payments and remittances and filings shall be the Purchaser's obligation.

2.6 Funds in the Concept Planning Fund shall be applied towards defraying future costs of every nature and kind related to the Property, including property management costs, costs, fees, and services incurred in connection with planning activities, development submissions, subdivision applications, operational costs and all other activities and matters concerning or related to the Property, as determined by the Operator (as such term is defined in the Co-Owners Agreement) which would be incurred by or on behalf of the Purchaser as a Co-Owner. The Concept Planning Fund is intended to be a deposit account. The Purchaser's proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Purchaser following completion of the sale of the Property. The Purchaser's proportionate share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of the Co-Owners Agreement) will be paid by the Purchaser (in its capacity as a Co-Owner) and deducted from its proportionate share of any sale proceeds receivable by it, if and when the Property is sold or otherwise disposed of.

3. PAYMENT OF THE PURCHASE PRICE

3.1 The Purchaser hereby agrees that the Purchase Price, the Concept Planning Fund Contribution, and all other amounts due and payable hereunder, shall be paid to the Vendor on the Closing Date (as hereinafter defined). Following the Closing Date, the Vendor shall deliver the Concept Planning Fund Contribution to the Operator for deposit into the Concept Planning Fund.

3.2 All payments of the Purchase Price, the Concept Planning Fund Contribution, and such other amounts shall be made through the appointed agent (the "**Vendor's Agent**"), the Vendor's authorised agent and representative in the jurisdiction of residence of the Purchaser, and the Vendor hereby directs the Purchaser to make all such payments to the Vendor's Agent, who is authorised by the Vendor to acknowledge receipt of the Purchase Price and other amounts paid hereunder.

4. CLOSING DATE, DELIVERIES, COSTS, NON-MERGER

4.1 The date on which this Agreement is signed by the Purchaser and is accepted and signed by the Vendor and the Nominee shall be the "**Closing Date**". On the Closing Date, in addition to delivering the Purchase Price and this Agreement, the Purchaser agrees to deliver to the Vendor's Agent a copy of the Co-Owners Agreement signed by the Purchaser.

LV III42-LV III61-34824

4.2 Within ninety (90) days after the Closing Date, the Vendor agrees to deliver to the Purchaser the following documents (the "**Closing Documents**"):

(a) this Agreement, duly executed by the Vendor and the Nominee;

(b) a Declaration of Trust (as hereinafter defined), duly executed by the Nominee; and

(c) the Co-Owners Agreement (as hereinafter defined), duly executed by the Nominee and Operator (as therein defined).

4.3 The Vendor shall pay for the cost of drafting and/or settling the Closing Documents. The Vendor shall not be obligated to pay any other costs associated with the purchase of the Purchaser's Land Interest.

4.4 This Agreement shall be irrevocable by the Purchaser for a period of 120 days following its execution and delivery to the Vendor or the Vendor's Agent. This Agreement shall only become binding upon the Vendor and the Nominee following the Vendor and the Nominee having each accepted this Agreement as signified by its respective execution of this Agreement where indicated below.

4.5 All representations, warranties and covenants of the Purchaser as set out in this Agreement shall not merge upon closing but shall survive closing and the Closing Date.

5. VENDOR REPRESENTATIONS AND WARRANTIES

5.1 The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in completing the sale and purchase transaction contemplated in this Agreement:

(a) the Vendor is the beneficial owner of the Purchaser's Land Interest with good and marketable title thereto, subject to Section 6.1;

(b) registered title to the Property and beneficial title to the Purchaser's Land Interest shall be good and marketable and clear and free from all mortgages, charges and financial liens on the Closing Date;

(c) the Vendor has the right, power and authority to sell the Purchaser's Land Interest as contemplated in this Agreement;

(d) the Vendor is a corporation properly constituted and in good standing under the laws of the Province of Ontario and the laws of Canada applicable therein; and

(e) the Vendor is not now and on the Closing Date will not be a non-resident of Canada within the meaning of the *Income Tax Act* (Canada), R.S.C. 1985, c.1 (5th Supp.), as amended from time to time.

6. EASEMENTS, LIENS, REGISTERED AGREEMENTS

6.1 Other than any mortgage, charge or financial lien which the Vendor is required to discharge pursuant to this Agreement, registered title to the Property, and beneficial title to the Purchaser's Land Interest, shall be subject to all other liens and encumbrances registered

LV II142-LV II161-34824

on title to the Property on the Closing Date or which may be registered against the title to the Property after the Closing Date, including those registered in connection with the rezoning or development process relating to the Property, and including, without limitation, agreements with the applicable municipality or region, agreements with public regulated utilities, easements for the supply of domestic utility or telephone services to the Property or properties which are adjacent to the Property, easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the Property or its proposed development, other registered restrictions or covenants that run with the lands, and the restrictions and reservations in the Crown patent.

7. PURCHASER(S)' REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 The Purchaser represents and warrants to and covenants in favour of the Vendor as follows:

(a) there are no liens, mortgages, judgements, executions or other encumbrances, related to or attaching to the Purchaser's Land Interest or any part thereof;

(b) the Purchaser shall keep the Purchaser's Land Interest and every part thereof free and clear of all liens, mortgages, other encumbrances, judgements or executions. The Purchaser warrants and represents that all such liens, mortgages, judgements, executions other encumbrances, if any, shall be discharged and removed forthwith at the Purchaser's sole cost and expense and the Purchaser shall hold harmless the Vendor and all other beneficial owners of undivided interests in the Property from time to time against any and all claims, liabilities, actions, cause of actions, charges, demands and costs, including solicitors fees in connection therewith; and

(c) the Purchaser will not register or cause to be registered this Agreement, the Co-Owners Agreement, notice of this Agreement, notice of the Co-Owners Agreement, notice of the Purchaser's Land Interest, or any caution against title to the Property and the Purchaser shall forthwith remove and discharge any such registration at its costs and expense, failing which the Vendor may do so at the cost and expense of the Purchaser.

7.2 The foregoing warranties, representations and covenants of the Purchaser shall not merge on closing but shall survive closing and the Closing Date.

8. PURCHASER(S)' PARTICULARS, NATURE OF VESTING OF BENEFICIAL TITLE

8.1 The Purchaser agrees and confirms that the personal information provided in Schedule "A" annexed hereto is true, accurate and complete and agrees to inform the Vendor in writing forthwith of any change in any of the information therein provided.

8.2 If there is more than one person that comprises the Purchaser, then the Purchaser's Land Interest will be held as joint tenants with right of survivorship unless the box below is initialled by the Purchaser in which case the Purchaser's Land Interest will be deemed to be held as tenants-in-common, in the percentages noted therein.

LV II142-LV II161-34824

[ ] Purchaser elects to hold Purchaser's Land Interest as tenants- in -common and not as joint tenants, as follows: _____ as to ___%, _____ as to ____%.

9. PRESENT STATE AND CONDITION OF PROPERTY

9.1 The Purchaser hereby agrees that the purchase of the Purchaser's Land Interest is on an "as is, where is basis" with no representations or warranties whatsoever made by the Vendor, other than as expressly set out in this Agreement.

10. TITLE INSURANCE

10.1 The Nominee as registered owner of the Property obtained title insurance upon acquiring the Property (the "**Title Insurance Policy**") in such form and in such amount and with such stipulations, limitations and qualifications respecting coverage as it deemed appropriate.

11. NOMINEE AS BARE TRUSTEE; DECLARATION OF TRUST

11.1 The Purchaser acknowledges that the registered title to the Property is held by the Nominee, as nominee and bare trustee for the Vendor to the extent of its undivided beneficial interest in the Property, and as nominee and bare trustee for others to the extent of their respective undivided beneficial interests in the Property, and that on completion of the transaction herein contemplated the Nominee will hold the registered title to the Property to the extent of the Purchaser's Land Interest as nominee and bare trustee for the Purchaser and others to the extent of their respective undivided beneficial interests in the Property.

11.2 The mailing address of the Nominee for receiving notices shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee may change its mailing address from time to time by giving notice in writing to that effect pursuant to the notice provisions contained in the Co-Owners Agreement.

11.3 The Nominee agrees to execute and deliver to the Purchaser a declaration of trust (the "**Declaration of Trust**") wherein it will confirm that, from and after the Closing Date, it is holding the title to the Property for and on behalf of the Purchaser, to the extent of the Purchaser's Land Interest, in the place and stead of the Vendor.

11.4 The Purchaser acknowledges that the registered title to the Property shall at all times be in the name of the Nominee.

12. NO RIGHT TO USE, OCCUPY OR ACCESS

12.1 The Purchaser agrees that it hereby waives all rights of use, occupation and rights of access to the Property, and any part thereof, in order to facilitate the future rezoning and ultimate subdivision and re-development of the Property, for the benefit of all Co-Owners. The provisions of this Section 12 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date.

13. CO-OWNERS AGREEMENT

13.1 The Purchaser agrees that concurrent with its execution and delivery of this Agreement, the Purchaser shall execute and deliver the agreement or a counterpart of the co-

owners agreement, a draft copy of which is annexed hereto as Schedule "C" (the "**Co-Owners Agreement**").

13.2 The Co-Owners Agreement shall govern, amongst other things, the following:

(a) the rights and obligations of the Purchaser, as owner and any other owners of undivided beneficial interests in the Property;

(b) any future sale, financing and/or development of the Property;

(c) procedures for consent and approvals by the Co-Owners (as such term is defined in the Co-Owners Agreement);

(d) appointing the Operator (as such term is defined in the Co-Owners Agreement) for and on behalf of the Co-Owners;

(e) the rights and obligations of the Operator of the Property;

(f) the obligation of the Nominee as registered holder of the title to the Property for an on behalf of the Co-Owners;

(g) the right to transfer or assign the Purchaser's Land Interest or any part thereof and the terms conditions to be satisfied with respect to any such assignment or transfer; and

(h) such other matters as are therein contained.

13.3 The Vendor shall not be obligated but shall have the right to retain an undivided beneficial interest in the Property to such extent as it may in its absolute discretion deem appropriate and thus be a co-owner thereof and with respect to such undivided beneficial interest it shall be subject to the terms of the Co-Owners Agreement and entitled to exercise the rights of a Co-Owner.

14. SUBDIVISION CONTROL PROVISIONS

14.1 The Vendor agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and this Agreement shall be effective to create an interest in the Property provided that the provisions of the *Planning Act* (Ontario) are complied with in connection with the transaction of sale and purchase of the Purchaser's Land Interest.

15. NO REPRESENTATIONS, WARRANTIES OR ADVICE

15.1 The Purchaser acknowledges that none of the Vendor, the Nominee, the Vendor's Agent nor anyone acting on its or their behalf has made any representations or warranties except as are expressly set forth in this Agreement or the Co-Owners Agreement, nor given any advice respecting the tax treatment relating to the purchase or disposition of the Purchaser's Land Interest or any part thereof or the Property, nor as to the timing of sale, rezoning or development of the Property nor with respect to any potential or anticipated profit to be derived or derivable from the Purchaser's Land Interest or the Property.

15.2 The Purchaser has been urged and advised to consult with the Purchaser's own respective advisors including legal and tax advisors, with respect to the purchase and other matters pertaining to the Property and the Purchaser's Land Interest and the Closing Documents.

LV II142-LV II161-34824

16. SOURCE OF FUNDS

16.1 The Purchaser hereby represents, warrants, confirms and acknowledges that the source of the Purchaser's funds:

(a) are not derived directly or indirectly from any crime;

(b) are not linked directly or indirectly to any terrorists or against anti terrorist laws;

(c) are not embargoed funds; and

(d) are not obtained in violation of any laws or seeking to escape or avoid any tax laws;

16.2 The Purchaser covenants that all payments and remittances shall strictly comply , at its own expense, with all regulatory or exchange control provisions in force on the Closing Date and applicable to this Agreement.

16.3 The provisions of this Section 16 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date.

17. NOTICES

17.1 All notices required hereunder shall be in writing and in the English language and may be served either personally upon the parties or by electronic transmission namely by fax or email addressed to the Parties at their respective last known addresses, fax number or email address.

18. HEIRS, ASSIGNS, ETC.

18.1 This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective heirs , administrators, executors, successors and permitted assigns; provided that, the Purchaser shall not be entitled to assign this Agreement or any of its rights hereunder without the prior written approval of the Vendor, which approval may be withheld in its absolute discretion.

19. SUPERCEDING AGREEMENT

19.1 This Agreement shall supercede any and all previous discussions, representations, agreements or understandings made by or on behalf of either of the parties hereto for or relating to the purchase and sale of the Purchaser's Land Interest.

20. SCHEDULES

20.1 Schedules "A", "B" and "C" annexed hereto form an integral part of this Agreement and shall be read together with this Agreement.

21. COUNTERPARTS

21.1 This Agreement may be executed in any number of counterparts and by original or facsimile signature with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement.

LV II142-LV II161-34824

22. LAWS AND JURISDICTION-ONTARIO

22.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

23. CAPTIONS

23.1 The captions of the sections of this Agreement are for convenience only and do not amplify or limit in any way the provisions hereof.

24. EFFECT OF PARTIAL INVALIDITY ON THIS AGREEMENT

24.1 In the event that any provision of this Agreement is illegal, void or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

25. FACSIMILE DOCUMENTS

25.1 The parties agree to accept facsimile executed documents, including Closing Documents, as if they were originally signed documents.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SET OUT BELOW.

WITNESSED BY:

DATE OF EXECUTION: 2013-05-27

THE PURCHASER

CHIAKI HAYASHI	HIRONORI KOBAYASHI
Print Name of Witness	Print Name of Purchaser
✓ Chiaki Hayashi	小林博紀 ★
Signature of Witness	Signature of Purchaser
Witness Identification Number	HST Number:
	804960508RT0001

LV II142-LV II161-34824

✓

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DATE OF EXECUTION: 2013-6-28
THE VENDOR:
TSI-LV II INTERNATIONAL CANADA INC.

Per:

Name:
Title:
HST Number: 81566 6888 RT 0001

I/We have the authority to bind the Corporation.

DATE OF EXECUTION: 2013-6-28

THE NOMINEE:
LONDON VALLEY II INC.

Per:

Name:
Title:
I/We have the authority to bind the Corporation.

SCHEDULE "A" – PURCHASER(S) PARTICULARS

Information Concerning Purchaser(s):

1. PURCHASER:

Full Name: HIRONORI KOBAYASHI

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: 413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Home Telephone: 81-776-27-5321 Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: _____

Country of Birth: JAPAN

The following have been provided to the Vendor:

(✓) Driver's Licence ( ) Passport ( ) Other_____

2. Second or additional person as Purchaser:

Full Name: _____

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: _____

Home Telephone: _____ Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: _____

Country of Birth: _____

The following have been provided to the Vendor:

( ) Driver's Licence ( ) Passport ( ) Other_____

SCHEDULE "B" – PROPERTY and NOMINEE

LEGAL DESCRIPTION OF PROPERTY

Lands and premises located on 6172 Colonel Talbot Road fronting on the East side of Colonel Talbot Road, in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lots 58 & 57 ETR as in 422573; EXCEPT Part 11, 33R2972 and Part 1, 33R8976; "Description in 422573 may not be acceptable in the Future" London/Westminster

REGISTERED HOLDER OF LEGAL TITLE TO PROPERTY

LONDON VALLEY II INC.

Office: 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3

Tel No: 1-905-602-7463

Fax No: 1-905-602-7460

SCHEDULE "C" – CO-OWNERS AGREEMENT

LV II142-LV II161-34824

UNIT IDENTIFICATION NO. LV II142-LV II161

CO-OWNERS AGREEMENT

LONDON VALLEY II INC.

THIS CO-OWNERS AGREEMENT is dated the 30TH day of August, 2012.

BETWEEN:

HIRONORI KOBAYASHI,

Identification:DRIVER'S LICENSE (528701029170)

Address:413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

(hereinafter referred to as the "**Purchaser**")

-and-

LONDON VALLEY II INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Nominee**")

-and-

TSI-LV II INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Vendor**")

-and-

LV II CAPITAL MANAGEMENT INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Operator**")

-and-

All other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of this Agreement

(hereinafter collectively referred to as the "**Co-Owners**")

WHEREAS:

1. Pursuant to a Sale and Purchase Agreement, the Vendor has sold to the Purchaser, and the Purchaser has purchased from the Vendor, an undivided beneficial interest in the Property;

2. The Nominee is the registered owner of the Property and has agreed to hold the Property as nominee and bare trustee for and on behalf of the Co-Owners from time to time;

3. Every purchaser of an undivided beneficial interest in the Property, every assignee of such purchaser, and every assignee of each such assignee, is required to execute and deliver a counterpart of this Agreement and shall be bound as a Co-Owner pursuant thereto; and

LV II142-LV II161-34824

4. This Agreement sets forth the provisions which govern the Co-Owners' ownership of undivided beneficial interests in the Property and any future sale, financing and/or development with the Property and their respective undivided beneficial interests therein.

NOW THEREFORE in consideration of the payment of the sum of One Dollar ($1.00) and other good and valuable consideration now paid by each party to the other, the receipt of which is hereby acknowledged, and of the premises and the mutual covenants herein contained, the parties hereto hereby covenant and agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall be deemed to have the following meanings:

(a) "**ASPE**" shall have the meaning ascribed thereto in Section 16 of this Agreement;

(b) "**Additional Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(c) "**this Agreement**", "**hereof**", "**herein**," "**hereunder**" and words to like effect, refer to this Co-Owners Agreement as a whole and not to any particular provision, as it may be amended, supplemented and/or restated from time to time;

(d) "**Business Day**" means any day of the week other than a Saturday, Sunday or a day which is a statutory holiday, in Ontario, Canada;

(e) "**Concept Planning Fund**" shall have the meaning ascribed thereto in Section 18 of this Agreement;

(f) "**Co-Owners**" means the owners from time to time of Interests and who have signed a counterpart of this Agreement, and shall include the Purchaser, as well as the Vendor to the extent that it retains any Interest, and "**Co-Owner**" means any of the Co-Owners;

(g) "**Co-Owners Record**" has the meaning ascribed thereto in Section 11 of this Agreement;

(h) "**CRA**" means the Canada Revenue Agency, established pursuant to the *Canada Revenue Agency Act*, S.C. 1999, c. 17, which administers tax laws of Canada, including under the *Income Tax Act*, for the Government of Canada;

(i) "**Declaration of Trust**" means the declaration of trust executed by the Nominee concurrently with the completion by a Co-Owner of the purchase from the Vendor of an Interest and pursuant to which the Nominee declares and confirms that it holds registered title to the Property in trust for and on behalf of such Co-Owner, to the extent of such Co-Owner's respective Interest. For greater certainty, "**Declaration of Trust**" includes the declaration of trust executed by the Nominee upon the completion by a Co-Owner of the Transfer of an Interest to a transferee in accordance with the provisions of this Agreement, and includes the declaration of trust executed by the Nominee in favour of the Vendor at the time of its acquisition of the Property;

(j) "**Designated Person**" shall have the meaning ascribed thereto in Section 10 of this Agreement;

LV II142-LV II161-34824

(k) "**Dispute**" shall have the meaning ascribed thereto in Section 31 of this Agreement;

(l) "***Excise Tax Act***" means the *Excise Tax Act* (Canada), as amended from time to time, including the regulations made pursuant thereto;

(m) "**HST**" means the harmonized sales tax payable pursuant to the *Excise Tax Act*, including the Province of Ontario's portion thereof;

(n) "***Income Tax Act***" means the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.), as amended from time to time, including the regulations made pursuant thereto;

(o) "**Initial Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(p) "**Interest**" means the undivided beneficial interest in the Property purchased by a Co-Owner pursuant to a Sale and Purchase Agreement, and includes any undivided beneficial interest in the Property continued to be owned by the Vendor, and "**Interests**" means every Interest;

(q) "***Land Transfer Tax Act***" means the *Land Transfer Tax Act*, R.S.O. c.L.6, as amended;

(r) "**LTT**" means the land transfer tax payable pursuant to the *Land Transfer Tax Act*;

(s) "**Net Income**" shall have the meaning attributed thereto in Section 6(j) of this Agreement;

(t) "**Notice Requisitioning an Ordinary Resolution**" shall have the meaning attributed thereto in Section 8 of this Agreement;

(u) "**Notice Requisitioning a Special Resolution**" shall have the meaning attributed thereto in Section 10 of this Agreement;

(v) "**Offer**" shall have the meaning attributed thereto in Section 19 of this Agreement;

(w) "**Operator**" means LV II Capital Management Inc., or the Designated Person that may be appointed as the Operator's replacement as determined in accordance with Section 10 of this Agreement;

(x) "**Ordinary Resolution**" means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 51% of the aggregate Interests in the Property;

(y) "**Planning Activities**" means the reports, plans, studies, audits, assessments, investigations, legal proceedings, procedures, filings, submissions, applications and/or any other actions taken or made in respect of or in furtherance of the rezoning of, or other land use planning matters related to, the Property;

(z) "**Property**" means the real property legally described on Schedule "1" annexed hereto;

(aa) "**Retained Interest**" shall have the meaning attributed thereto in Section 23 of this Agreement;

(bb) "**Sale and Purchase Agreement**" means the agreement of sale and purchase, or an agreement substantially in the form of the agreement of sale and purchase, entered into

LV II142-LV III61-34824

between the Vendor, as vendor, and each Co-Owner (other than the Vendor), as purchaser, pursuant to which each Co-Owner agreed to acquire its respective Interest in the Property. **"Sale and Purchase Agreements"** means every Sale and Purchase Agreement;

(cc) **"Special Resolution"** means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 85% of the aggregate Interests in the Property;

(dd) **"Transfer"** shall have the meaning ascribed thereto in Section 11 of this Agreement; and

(ee) **"Vendor"** means TSI-LV II International Canada Inc.

2. INTERPRETATION

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) the division of this Agreement into Articles, paragraphs, subparagraphs and schedules and the insertion of headings are provided for convenience only and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;

(b) all references to currency herein are references in Canadian dollars;

(c) any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto;

(d) any reference to an entity shall include and shall be deemed to be a reference to any entity that is a successor to such entity;

(e) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

3. TITLE

Legal title to the Property shall be held in the name of the Nominee, which shall hold such title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Vendor, to the extent of its Retained Interest, if any.)

4. MAILING ADDRESSES

The mailing address of the Nominee, the Vendor and the Operator shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee, the Vendor and/or the Operator may change its mailing address from time to time by giving notice in writing to that effect to all Co-Owners, pursuant to the notice provisions contained in this Agreement.

LV II142-LV II161-34824

5. REPRESENTATIONS AND WARRANTIES OF THE NOMINEE AND OPERATOR

(a) The Nominee represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite power, capacity and corporate authority to act as nominee and to perform its obligations under this Agreement;

(iii) it shall not carry on any business other than for the purposes set forth in this Agreement;

(iv) it holds and shall continue to hold legal title to the Property as nominee and bare trustee for and on behalf of each Co-Owner to the extent of each Co-Owner's Interest; and

(v) it shall only deal with the Property in the manner and as provided for in this Agreement.

(b) The Operator represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite capacity and corporate authority to act as Operator, and to perform its obligations under this Agreement; and

(iii) it shall comply with its obligations as provided for in this Agreement.

6. OPERATION AND MANAGEMENT OF THE PROPERTY

The Co-Owners hereby appoint the Operator and the Operator hereby accepts the appointment as the operator and manager of the Property and agrees to undertake such Planning Activities as the Operator may determine in its discretion, acting reasonably, are required to rezone the Property to such use or uses as the Operator shall determine, acting reasonably, and in the best interest of the Co-Owners. The Operator agrees to carry out such Planning Activities and to operate and manage the Property in good faith and in the best interest of the Co-Owners. The Operator agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and to proceed diligently to make all necessary applications to rezone the Property to such use or uses as the Operator shall determine, in its reasonable discretion, and to use its reasonable commercial efforts, at the cost and expense of the Co-Owners, with such costs to be defrayed out of the Concept Planning Fund initially, to obtain all necessary approvals and consents from applicable governmental authorities in connection therewith. Subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have such general powers and authority to administer, manage, control, operate, finance, refinance, develop, lease, grant easements and other rights in, under and over, the Property and to do any act, take any proceeding, make any decision and execute and deliver any instrument, deed, agreement, affidavit or document necessary for or incidental to any of the foregoing, for and on behalf and in the name of the Co-Owners, or as the Co-Owners may so direct by Special Resolution. No person dealing with the Operator

LV II142-LV II161-34824

will be required to enquire into the authority of the Operator to do any act, take any proceeding, make any decision or execute and deliver any instrument, deed, agreement or document for or on behalf or in the name of the Co-Owners.

Without limiting the generality of the foregoing provisions of this Section 6, but subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have the following specific powers and authorities without further authority or approval from the Co-Owners:

(a) to engage such professional advisers and consultants as the Operator considers advisable in order to perform its duties hereunder;

(b) to open and operate one or more bank accounts in its name, as agent for the Co-Owners in respect of the Property with a Canadian chartered bank or trust company, into which the Operator may deposit all rentals, if any, and other income earned from the Property (if any) (which for greater certainty shall not include the Concept Planning Fund), and out of which account(s) all expenses properly relating to the Property shall be paid, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of such funds to cover all such expenses;

(c) to execute, deliver and carry out all other agreements which require execution by or on behalf of the Co-Owners with respect to the Property, including without limitation, any agreements required by any governmental or statutory authority having jurisdiction over or with respect to the Property, development agreements, site plan agreements, cost sharing agreements, easements and rights of way;

(d) to enter into lease and/or tenancy arrangements in respect of the Property or any part thereof and to collect all rentals and other income therefrom, if any, provided that nothing herein shall constitute a guarantee by the Operator of the payment of any rent by tenants;

(e) to pay all taxes, fees and other expenses relating to the orderly maintenance and management of the Property out of the Concept Planning Fund, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of funds to cover all such expenses;

(f) to commence or to defend on behalf of the Co-Owners, the Nominee, or itself, any and all actions and other proceedings pertaining to the Property or to the Co-Owners;

(g) to determine the amount and type of insurance coverage, if any, to be maintained in order to protect the Property and the Co-Owners from all usual perils of the type covered in respect of comparable properties and in order to comply with the requirements of any lenders of funds;

(h) to retain, employ and pay and discharge on behalf of the Co-Owners all servants, employees, advisors, consultants and/or contractors necessary to be retained for the management and operation of the Property, including, without limitation, for matters relating to its rezoning and development;

(i) to contract on behalf of the Co-Owners for water, gas, electricity and other utility services and commodities, including cable and telephone services necessary for the development, operation and maintenance of the Property; and

LV II142-LV II161-34824

(j) to distribute the Net Income from the ownership, operation, use, financing, refinancing, and/or sale of the Property (if any) to each Co-Owner, proportionate to its respective Interest. For the purposes of this Agreement, "**Net Income**" shall mean the gross receipts (which, for greater certainty, shall not include the Concept Planning Fund) derived in any way from dealing with the Property, received by or on behalf of the Co-Owners from the ownership, operation, use, leasing, financing, refinancing, sale of, and/or development and/or any other dealing with of the Property, minus the aggregate of all proper expenses and charges incurred in connection therewith, calculated on an accrual basis, including:

(i) payment of principal and interest owing to mortgagees or other encumbrancers, or other lenders;

(ii) realty taxes, property tax assessments, charges or levies made by any duly constituted governmental or statutory authority, due and owing and secured by a right or apparent right to claim a lien or charge upon the Interests, or any of them, or the Property, and money due and owing from improvements to the Property secured by a lien or charge in favour of materialmen or workmen or trade contractors or other like persons or corporations upon the Interests, or any of them, or the Property;

(iii) all costs and expenses of any sale, financing or refinancing;

(iv) all development costs and expenses;

(v) all costs and expenses of operating, maintaining, leasing, managing, using, and/or developing the Property, and the costs and expenses of repair;

(vi) lighting, electricity and public utilities costs and expenses;

(vii) professional fees reasonably attributed to the Property, its operation, use, financing, refinancing, sale and/or development;

(viii) all other costs, expenses or disbursements which are properly attributable to the Property, except payments to the Co-Owners on account of capital or distribution of Net Income; and

(ix) reserves in such amount as deemed appropriate by the Operator from time to time, including without limitation for the purposes of replacement of major equipment, major renovations and repairs, leasehold improvements, marketing costs and any other reserves normally required for the prudent operation, use, financing, refinancing, sale and/or development of a like property.

Each Co-Owner shall have a proportionate beneficial interest in all of the gross cash receipts derived from the Property and shall be responsible for its proportionate share of the expenses and charges incurred in connection with the Property, in each case proportionate to its respective Interest. Each Co-Owner hereby irrevocably directs the Operator to pay its proportionate share of such expenses and charges out of its proportionate share of such gross cash receipts, as well as out of the Concept Planning Fund.

Each Co-Owner hereby confirms and acknowledges that neither the Operator nor any of its officers, directors, employees, advisors, consultants, agents or representatives has made any warranty or representation, or given any advice:

LV II142-LV II161-34824

(k) as to or in respect of the tax treatment of the purchase, disposition or holding of the Interest by a Co-Owner; or

(l) as to the timing of the rezoning or sale or development of the Property or the returns attainable by the Co-Owners upon a sale or lease of or other dealing with the Property.

Each Co-Owners acknowledges that he has been advised to seek his own independent legal and tax counsel prior to entering into a Sale and Purchase Agreement and this Agreement.

7. AUTHORITY TO WITHHOLD

The Operator is authorized to withhold any amounts required to be withheld from any distribution or other payment to a Co-Owner pursuant to the provisions of the *Income Tax Act* and to make payment of any such amount on behalf of a Co-Owner to the CRA, on account of taxes as may be required by law.

8. POWERS EXERCISABLE BY ORDINARY RESOLUTION

Notwithstanding anything to the contrary contained in this Agreement, the following powers shall only be exercisable by the Operator after an Ordinary Resolution is passed by the Co-Owners:

(a) approving the sale or exchange of all or any part of the Property (other than the sale of Interests by the Operator pursuant to Sale and Purchase Agreements);

(b) approving a proposal or plan to develop the Property;

(c) subject to Section 17, consenting to the amendment of this Agreement, provided that, no amendment to this Agreement shall impose or increase any financial or other obligations upon any of the Nominee of the Operator, or in any way adversely affect the Nominee or the Operator, without the prior written approval of the Nominee or the Operator, as the case may be;

(d) approving or ratifying the making of an Additional Advance by the Operator, in accordance with Section 18; or

(e) requiring that the financial statements for the Property be audited.

Other than a matter which under the terms of this Agreement requires a Special Resolution, the Operator may at any time and from time to time by notice in writing to all Co-Owners substantially in the form annexed hereto as Schedule "2" (the "**Notice Requisitioning an Ordinary Resolution**") request the Co-Owners to consider and approve any matter relating to the Property not requiring a Special Resolution. The Notice Requisitioning an Ordinary Resolution shall specify with reasonable detail the matter to be approved by the Co-Owners.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution. If the Operator fails to deliver such Notice Requisitioning an Ordinary Resolution within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or a group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the

LV II142-LV II161-34824

Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution which the Operator failed to deliver within the time provided in this Section 8 for the Operator to do so.

9. POWERS EXERCISABLE BY SPECIAL RESOLUTION

The following powers shall only be exercisable by Special Resolution passed by the Co-Owners:

(a) terminating the appointment of the Operator and appointing a new Operator from time to time, in accordance with the provisions of Section 10;

(b) instituting or continuing an action or suit against the Operator for damages based upon the fraud or gross negligence of the Operator in the performance of its obligations under this Agreement;

(c) requiring the Operator to remove the incumbent independent firm of chartered accountants qualified in Canada appointed pursuant to Section 16 and requiring the Operator to appoint a replacement; or

(d) apppointing a replacement for the Nominee in the event that the Nominee should be wound up or dissolved or be declared a bankrupt, such replacement to hold legal title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Operator if it retains any Retained Interest.)

10. CONTROL AND AUTHORITY VESTS WITH CO-OWNERS

The Co-Owners may by Special Resolution terminate and remove the Operator (in its capacity as Operator and not as a Co-Owner)and appoint a new Operator in its place and stead. Such new Operator shall be bound by all of the terms of this Agreement and shall execute an agreement confirming that it is bound under this Agreement as if it was an original signatory thereto.

Upon termination, the Operator terminated shall forthwith upon request of the person designated in the Special Resolution as the replacement Operator (the "**Designated Person**") do the following:

(a) deliver all agreements, documents, instruments, books and records and writings relating to the Property in its possession to the Designated Person, including, without limitation, the Co-Owners Record;

(b) execute and deliver such consents, acknowledgements and assignments pertaining to the Property and any Planning Activities as the Designated Person may require;

(c) cause its representatives on the board of directors of the Nominee to execute resignations as directors and officers forthwith after being required to do so by the Designated Person, provided the Nominee shall continue to indemnify such directors and officers in accordance with its by-laws in existence at the date hereof;

(d) execute and deliver a release in form and content satisfactory to the Designated Person, acting reasonably, releasing the Nominee and the Co-Owners from any liability, provided that: (i) the release by the Operator shall not release the Co-Owners from their obligation to continue to indemnify the Operator pursuant to Section 21 hereof; and (ii) the

LV II142-LV II161-34824

Operator receives a release in form and content satisfactory to the Operator, acting reasonably, executed by the Nominee and by the Designated Person for and on behalf of itself and each of the Co-Owners, releasing the Operator from any liability, and the Co-Owners expressly acknowledge and agree that the Designated Person shall have the power and authority to deliver such release, without any further approval or authorization required from the Co-Owners;

(e) do all things necessary and execute all necessary documents to effect the change of shareholders of the Nominee as directed by the Designated Person; and

(f) otherwise co-operate and assist to carrying out and giving effect to each of the actions set out in Section 10(a), (b), (c), (d) and (e) above.

The Operator may at any time and from time to time by notice in writing, substantially in the form annexed hereto as Schedule "3" (the "**Notice Requisitioning a Special Resolution**") to all Co-Owners, request the Co-Owners to consider and approve any matter relating to the Property requiring a Special Resolution pursuant to the terms of this Agreement. The Notice Requisitioning a Special Resolution shall specify with reasonable detail the matter to be considered and approved by Special Resolution.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning a Special Resolution with respect to any matter relating to the Property, including any matter requiring a Special Resolution pursuant to this Agreement. If the Operator fails to deliver such Notice Requisitioning a Special Meeting within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the Notice Requisitioning a Special Resolution which the Operator failed to deliver within the time provided in this Section 10 for the Operator to do so.

11. CO-OWNERS RECORD AND TRANSFERS OF INTEREST

The Operator shall record and at all times maintain and keep up to date a record of the names, addresses and other contact information for the Co-Owners, and the Interest held by each of the Co-Owners as well as particulars of any Transfer of Interests (collectively, the "**Co-Owners Record**").

No Co-Owner shall sell, transfer, assign, mortgage, pledge, grant a security interest or otherwise encumber or dispose of its Interest in the Property (each, a "**Transfer**"), except in compliance with any applicable requirements of the *Securities Act* (Ontario) and any other applicable legislation and otherwise in accordance with the provisions of this Agreement, if and to the extent required.

A Co-Owner may Transfer an Interest or part thereof provided that such Co-Owner complies and satisfies each of the following conditions:

(a) the transferor first delivers to the Operator an original or notarial copy of the executed document or instrument effecting the Transfer which shall be in such form as may be acceptable to the Operator, acting reasonably;

(b) the transferee agrees in writing and in such form as may be acceptable to the Operator, to be bound by the terms of this Agreement and upon completion of the Transfer to

LV II142-LV II161-34824

assume the obligations of the transferor under this Agreement in respect of the Interest subject to the Transfer;

(c) the transferor delivers or causes to be delivered to the Operator a direction addressed to both the Nominee and the Operator, in form and substance satisfactory to the Operator and the Nominee, directing the Nominee to execute and deliver a Declaration of Trust for the Interest subject to the Transfer in favour of the transferee;

(d) the transferee pays such costs, expenses and disbursements, including legal fees, as are reasonably incurred by the Operator by reason of the Transfer;

(e) the transferee pays all applicable HST pursuant to the *Excise Tax Act*, and all applicable LTT pursuant to the *Land Transfer Tax Act*, and makes or causes to be made any and all necessary filings, payments and remittances within the time periods required therefor under the provisions of the *Excise Tax Act* and the *Land Transfer Tax Act* and the respective regulations thereunder;

(f) the transferor either provides the transferee with evidence reasonably satisfactory to the transferee that the transferring Co-Owner is not then a "non-resident" of Canada within the meaning of the *Income Tax Act* or provide the transferee with a certificate pursuant to subsection 116(2) of the *Income Tax Act* with a certificate limit in an amount not less than the purchase price for the Interest subject to the Transfer; provided that if such evidence or certificate is not forthcoming, the transferee shall be entitled to make the payment of tax required under section 116 of the *Income Tax Act* and to deduct such payment from the purchase price for the Interest subject to the Transfer;

(g) the transferee executes and delivers to the Operator a counterpart of the Agreement; and

(h) the transferor provides such other documents, agreements, acknowledgements and confirmations as may be required by the Operator or by law (including compliance by the transferring Co-Owner with the provisions of the *Securities Act* (Ontario) if and to the extent applicable).

When a transferee of an Interest is entitled to become a Co-Owner pursuant to the provisions hereof, the Operator will:

(i) record a Transfer of the Interest; and

(j) forward a Declaration of Trust to the transferee in respect of the Interest so transferred.

For the avoidance of doubt, a Transfer by Co-Owner may include a transfer into trust, in which case the terms "sale and purchase agreement", "Purchaser", "purchase", "purchased", and "sale", wherever such terms appear in this Agreement, shall be read so as to recognize that such Transfer is not a purchase and sale transaction between a Co-Owner and a purchaser but a transaction in the nature of a transfer into trust by the transferring Co-Owner to a trustee. Nothing in this Section 11 shall be construed to affect the provisions of Section 12 of this Agreement.

12. OPERATOR NOT BOUND TO SEE TO TRUST OR EQUITY

Other than pursuant to the terms of the Declaration of Trust, the Operator shall not be bound to see to the execution of any trust, express, implied or constructive, or any charge, pledge or equity to which any Interest is subject, or to ascertain or inquire whether any sale or transfer of any such Interest by any Co-Owner or by his personal representatives is authorized by such trust, charge, pledge or equity, or to recognize any person having any interest therein except for the person or persons recorded by the Operator as the Co-Owner.

LV II142-LV II161-34824

13. INCAPACITY, DEATH, INSOLVENCY OR BANKRUPTCY

Where a person becomes entitled to an Interest by incapacity, death, insolvency or bankruptcy of a Co-Owner or otherwise by operation of law, in addition to the requirements of Section 11 hereof, that person will not be recorded as or become a Co-Owner until:

(a) he produces evidence satisfactory to the Operator of such entitlement; and

(b) he has delivered such other evidence, approvals and consents in respect of such entitlement as the Operator may require and as may be required by applicable law or by this Agreement.

14. DECLARATIONS OF TRUST

A separate Declaration of Trust shall be executed and delivered by the Nominee to each Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of a Co-Owner to the extent of the Co-Owner's Interest. Provided that the Transfer of an Interest has been effected in accordance with the provisions of Section 11 of this Agreement, a separate Declaration of Trust shall be executed and delivered by the Nominee to each transferee Co-Owner of an Interest from a transferring Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of the transferee Co-Owner to the extent of such Co-Owner's Interest.

15. LOST DECLARATIONS OF TRUST

Where a Co-Owner by notice in writing advises the Operator that the Declaration of Trust with respect to such Co-Owner's Interest has been defaced, lost or destroyed or wrongly taken, the Operator may cause a new Declaration of Trust to be issued, provided that the Co-Owner files with the Operator an indemnity in such form as is satisfactory to the Operator to indemnify the Operator, the Nominee and the other Co-Owners from any loss, cost, liability or damages that it or they may incur or suffer by complying with the request to issue a new Declaration of Trust, and provided further that the Co-Owner satisfies all other reasonable requirements of the Operator, including delivery of a form of proof of loss.

16. BOOKS AND RECORDS AND FINANCIAL REPORTS

The Operator will keep or cause to be kept on behalf of the Co-Owners at the Operator's principal place of business in Ontario:

(a) full and accurate books of account and records of all financial transactions relating to the Property including, without limitations, the receipts and expenditures relating to the Property and the Concept Planning Fund;

(b) the Co-Owners Record setting out the name and address of each Co-Owner; and

(c) copies this Agreement and all counterparts.

At any time upon 10 Business Days written notice to the Operator a Co-Owner may request the Operator to examine any of the documents noted in clauses (a) and (b) above at the office of the Operator and may take copies thereof provided that such requesting Co-Owner pays the reasonable cost to the Operator for making such copies, provided further that any such requesting Co-Owner shall have first provided an affidavit and undertaking, in form and substance satisfactory to the Operator, acting reasonably, duly sworn before a notary public or other individual authorized to administer oaths in the jurisdiction of residence of the

LV II142-LV II161-34824

Purchaser, stating: (aa) the name and address of such requesting Co-Owner, and that the Co-Owner is a Co-Owner; (bb) that the Co-Owners Record shall not be used by the requesting Co-Owner or any other person except in connection with a *bona fide* effort to influence the voting by Co-Owners on an Ordinary Resolution or a Special Resolution; (ccc) that the information so provided is subject to applicable privacy rules and regulations; (ddd) that none of the information provided pursuant to clause (a) above shall be disclosed by or on behalf of the requesting Co-Owner to any person who is not a Co-Owner, that such information is proprietary to the Operator and the Co-Owners, and that its disclosure could cause irreparable harm to the other Co-Owners and the Operator; (eee) that the requesting Co-Owner will not, directly or indirectly, offer for sale or purchase, or otherwise traffic in, a list or copy of a list of the Co-Owners or any information contained in the Co-Owners Record; (fff) the requesting Co-Owner acknowledges and agrees that in the event of a breach of any of the covenants, provisions and restrictions in affidavit, the Co-Owners' and Operator's remedy in the form of monetary damages may be inadequate and that the Operator, for itself and on behalf of the other Co-Owners, shall be authorized and entitled, in addition to all other rights and remedies available to it and them, to apply for and obtain from any court of competent jurisdiction interim and permanent injunctive relief and an accounting of all profits and benefits arising out of such breach; and (ggg) that the requesting Co-Owner shall indemnify and hold harmless the Operator and the Nominee and the other Co-Owners from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee or the other Co-Owners by reason of any breach by such requesting Co-Owner of any of the covenants, provisions and restrictions contained in the affidavit.

The Operator shall provide or cause to be provided to each Co-Owner not later than 120 days after the end of each calendar year, financial statements showing the financial results for the Property for such calendar year. The Operator shall retain, at the expense of the Co-Owners, an independent firm of chartered accountants qualified in Canada to prepare such financial statements. Such financial statements shall contain a balance sheet, and a statement of cash flows and shall be prepared in accordance with Canadian accounting standards for private enterprises ("**ASPE**") applicable to the real estate industry in Canada and applied on a consistent basis from year to year. The financial statements shall not be required to be audited unless the Co-Owners by Ordinary Resolution require audited financial statements. For greater certainty, the funds in the Concept Planning Fund are hereby recognized as being the funds of the Operator, not of the Co-Owners.

17. AMENDMENT OF AGREEMENT

This Agreement may be amended in writing on the initiative of the Operator with the consent of the Co-Owners given by Ordinary Resolution. Notwithstanding the foregoing, the Operator may, without any prior notice to or consent from the Co-Owners amend any provision of this Agreement from time to time:

(a) to cure an ambiguity or to correct or supplement any provision contained herein which, in the reasonable opinion of the Operator, may be defective or inconsistent with any other provision contained herein, and with respect to which the cure, correction or supplemental provision does not and will not adversely affect the Interests of the Co-Owners; or

(b) to make such other provisions in regard to matters or issues relating to or arising under this Agreement which, in the reasonable opinion of the Operator, do not and will not adversely affect the Interests of the Co-Owners.

LV II142-LV III161-34824

The Operator agrees to inform the Co-Owners by written notice within 60 days following the effective date of an amendment to this Agreement and provide copies of the amending agreement within the said 60 days.

18. PLANNING ACTIVITIES AND CONCEPT PLANNING FUND

As agent for the Vendor, the Operator shall deposit an amount equivalent to the Concept Planning Fund Contribution (as such term is defined in each Sale and Purchase Agreement) received by the Vendor under every completed Sale and Purchase Agreement into a single, segregated account (the "**Concept Planning Fund**") to be in the name of the Operator and to be used by the Operator solely for the purpose of paying the costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities, and those costs and expenses enumerated in Section 6(j) of this Agreement.

The Concept Planning Fund is intended to be a deposit account. Each Co-Owner's respective proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Co-Owner following completion of the sale of the Property. Each Co-Owner's share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of this Agreement) will be paid by the Co-Owner and deducted from his proportionate share of any sale proceeds receivable by him, if and when the Property is sold or otherwise disposed of. Each Co-Owner hereby irrevocably authorizes and directs the Operator to withhold from his proportionate share of any amounts otherwise receivable by it under this Agreement the amount of any such shortfall, and to pay such amount to the Operator.

The Operator shall keep proper and accurate records and details of all expenses paid out of the Concept Planning Fund, and at the request of the Vendor, provide access to the Vendor's representatives to such records and details of expenses to permit the Vendor to satisfy itself that such expenses were paid in accordance with the provisions of this Agreement.

The Operator shall prepare, perform and take or cause to be prepared, performed and taken all Planning Activities as it determines in its reasonable discretion are necessary for and on behalf of the Co-Owners including, without limitation, the following:

(a) surveys and concept plans in connection with the rezoning of the Property;

(b) in the reasonble discretion of the Operator, engage all consultants and professionals including, without limitation, legal counsel with respect to rezoning of the Property or any other Planning Activities;

(c) enter into or request the Nominee to enter into and deliver any documents, consent, acknowledgements or agreements including, without limitation, easements, rights in the nature of an easement, transfers, undertakings, applications, appeals and/or any other similar or related agreements or documents which may be required in the reasonable discretion of the Operator in connection with the Planning Activities;

(d) pay for all costs and expenses associated with Planning Activities, municipal property taxes and the cost of maintaining the Property, out of the Concept Planning Fund, and if insufficient, out of additional funds provided by the Co-Owners; and

(e) keep detailed records and accounts for or pertaining to the Planning Activities.

LV II142-LV II161-34824

If the amount set aside in the Concept Planning Fund is not sufficient to defray all costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities and those costs and expenses enumerated in Section 6(j) of this Agreement, the Operator, in the exercise of its absolute discretion, and without the approval of the Co-Owners, may advance to the Co-Owners an amount or amounts on account of such shortfall to a maximum of 5% of the aggregate purchase prices paid by all Co-Owners for their respective Interests(collectively, the "**Initial Advance**"). The Initial Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance made to the Co-Owners out of the proceeds of the sale of the Property.

If the cost of Planning Activities exceeds the combination of the Concept Planning Fund and the Initial Advance, the Operator, as it deems necessary in the exercise of its absolute discretion but subject to the approval of the Co-Owners by way of an Ordinary Resolution, may advance to the Co-Owners additional amounts as may be required for such purposes (collectively, the "**Additional Advance**"). The Additional Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, after repayment of the Initial Advance, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance and the Additional Advance made to the Co-Owners out of the proceeds of the sale of the Property.

19. SALE OF THE PROPERTY

Any offer to purchase the Property received by the Operator or the Nominee, which the Operator deems acceptable (the "**Offer**") shall be presented to all of the Co-Owners for consideration and if approved by an Ordinary Resolution such Offer shall be accepted by the Nominee and such acceptance shall be binding upon all of the Co-Owners. Any sale of the Property by the Nominee resulting from an Offer the acceptance of which was approved by an Ordinary Resolution of the Co-Owners shall be deemed to include the sale by the Co-Owners of the Interests.

The Co-Owners hereby agree that Operator shall have the right, exercisable by notice in writing to the Co-Owners within 30 days after the Co-Owners have passed an Ordinary Resolution to accept the Offer, to purchase the Property at the same price and on the same terms and conditions as are contained in the Offer approved by Ordinary Resolution of the Co-Owners.

If the Operator fails to provide the notice exercising its right to purchase the Property on the same terms and conditions as are contained in the Offer within the said 30 days, then the Nominee shall accept the Offer and complete the transaction with the party that made the Offer the acceptance of which was approved by Ordinary Resolution of the Co-Owners.

20. HST AND LTT

Each of the Co-Owners hereby authorizes the Operator to make any and all filings, payments and/or remittances for HST with respect to the purchase by each Co-Owner of his respective Interest and any other payments of HST applicable to the services provided to the Nominee or in respect of the Property or the Interest of a Co-Owner.

Each Co-Owners hereby authorizes the Operator to carry out any HST reporting or filing obligations that are required in respect of the Interests or the Property. Such authority shall

LV II142-LV II161-34824

include the execution of any documents that have to be or which may be advisable to be executed under the *Excise Tax Act*. The Operator shall to the extent required under the *Excise Tax Act* make and satisfy all filing and reporting obligations of a Co-Owner with respect to the Interest of the Co-Owner and shall provide each Co-Owner with copies of such filings and reports.

Each of the Co-Owners hereby authorizes the Operator to make any and all filings payments and/or remittances, from funds provided by the Co-Owner, relating to LTT arising from the purchase by each Co-Owner from the Vendor of his respective Interest in the Property. For greater certainty, each of the Co-Owners hereby authorizes the Operator on behalf of the Co-Owner and with the Co-Owner's funds to make any and all payments, remittances and filings under the provisions of the *Land Transfer Tax Act* relating to LTT and within the time period required therefor under the *Land Transfer Tax Act*, arising from the acquisition and/or ownership of the Interest. The Operator shall provide each Co-Owner with copies of such filings and evidence of the payments and remittances upon the written request of a Co-Owner.

21. POWER OF ATTORNEY

Each Co-Owner hereby nominates, constitutes and appoints each of the Operator and the Nominee, acting alone or together, with full power of substitution, as his true and lawful attorney and agent with full power and authority in his name, place and stead, for his use and benefit, to do the following, as fully and effectually as the Co-Owner could do if personally performed including, without limitation:

(a) execute and deliver all such documents or instruments on behalf of and in the name of the Co-Owners, or any of them, as may be deemed necessary by the Operator to carry out fully the provisions of this Agreement in accordance with its terms;

(b) execute, swear to, acknowledge, deliver, file and/or remit to or with the Ministry of Finance (Ontario) pursuant to the *Land Transfer Tax Act*, as amended, all necessary returns and payment or remittances in connection with the acquisition by the Co-Owners of their respective Interests in the Property;

(c) execute, acknowledge, deliver and file and/or remit to or with the CRA, all necessary instruments, declarations, certificates and other documents, and remittances relating to HST;

(d) execute, acknowledge, deliver and file as and where required any election made pursuant to subsection 273(1) of the *Excise Tax Act* as contemplated in each Purchase Agreement;

(e) execute and deliver all conveyances, agreements, documents and other instruments pertaining to the sale, development, redevelopment, financing, refinancing or leasing of the Property as the Operator determines in its sole discretion is in the best interests of the Co-Owners, and as permitted by this Agreement or authorized by Ordinary Resolution or Special Resolution of the Co-Owners; and

(f) execute, acknowledge, deliver and file any and all CRA non-resident personal income tax returns.

Each Co-Owner acknowledges and confirms that the power of attorney granted herein is made pursuant to the *Powers of Attorney Act* (Ontario) and is a power coupled with an interest, will survive the death, disability or other legal incapacity of the Co-Owner and will survive the assignment (to the extent of the Co-Owner's obligations hereunder) by the Co-Owner of the whole or any part of his Interest and extends to the heirs, executors, administrators, successors

LV II142-LV II161-34824

and assigns of the Co-Owner and may be exercised by the Operator or the Nominee, acting alone or together, executing on behalf of the Co-Owners, or any of them, any instrument, by listing all of the Co-Owners to be bound by such instrument with a single signature as attorney and agent for all of them, or otherwise. Each of the Co-Owners agrees to be bound by any representations and actions made or taken in good faith and in accordance with the terms of this Agreement by the Nominee and/or the Operator pursuant to such power of attorney in accordance with the terms hereof and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the Nominee or the Operator taken in good faith under such power of attorney. The Operator shall, at the written request of a Co-Owner, provide such Co-Owner with copies of any of the documents or instruments executed, sworn, delivered, acknowledged or remitted by the Operator for and on behalf of that Co-Owner only under the power of attorney provided for in this Section 21.

22. INDEMNIFICATION

Each of the Co-Owners hereby agrees, severally and not jointly or jointly and severally, to indemnify and hold harmless the Operator and the Nominee from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee, or by any one or more attorneys appointed by it or them under the power to substitute pursuant to the power of attorney provision contained in Section 21 above, by reason of acts, omissions or alleged acts or omissions arising out of the activities of the Operator or the Nominee on behalf of the Co-Owners or in furtherance of the Interests of the Co-Owners but only if the acts, omissions or the alleged acts or omissions in respect of which any actual or threatened action, proceeding or claim are based, were performed in good faith and in accordance with the Agreement.

23. VENDOR'S RIGHT TO RETAIN AN INTEREST

The Co-Owners acknowledge and agree that the Vendor has the right, but not the obligation, to retain an undivided beneficial Interest in the Property (a "**Retained Interest**"), to whatever extent it wishes, and the Vendor to the extent of any such Retained Interest shall for the purposes of this Agreement be a Co-Owner and be deemed to be bound by this Agreement. The Vendor may at any time and from time to time Transfer and assign all or any part of such Retained Interest to any person or persons it deems appropriate and upon such Transfer or assignment, the assignee or transferee thereof shall execute a counterpart of this Agreement and shall be a Co-Owner to the extent of the Retained Interest so transferred or assigned.

24. COMPETING INTERESTS

Each of the Co-Owners and the Operator is entitled, without the consent of any of the others of them, to own property and to carry on any business or activity whatsoever, whether of the same or different nature as that owned by or carried on by any of them, and whether or not in competition with the Interests, the Property or any activity carried on by any of them, and neither any Co-Owner nor the Operator shall be liable to account to any of the other of them.

25. NOTICES

Any notice or communication required or permitted to be given to the Nominee, the Vendor, the Operator or the Co-Owners hereunder shall be in writing and shall be given by delivery or by mailing to same to be addressed as follows:

(a) To the Nominee, the Vendor or the Operator, at its respective mailing address provided in Section 4 above.

LV II142-LV III61-34824

(b) To each Co-Owner at his last address shown on the Co-Owners Record maintained by the Operator.

Any notice or communication delivered as aforesaid shall be in the English language but may be accompanied by an unofficial translation and shall be deemed to have been given to the addressee on the day of delivery, if delivered by courier or, if mailed as aforesaid, shall be deemed to have been given to the addressee on the 10th Business Day following the mailing of such notice, provided that, for such purposes, no day during which there shall be a strike or other occurrence which shall interfere with normal mail services shall be considered a Business Day. If delivery of any notice or communication is made via fax, delivery shall be deemed to have been made on the day following the sending of the fax unless such day is not a Business Day, in which case delivery shall be deemed to have been made on the next Business Day.

26. FURTHER ACTS

The parties hereto agree to execute and deliver such further and other documents and to perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

27. BINDING EFFECT

Subject to the restrictions on Transfers herein contained, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and permitted assigns.

28. SEVERABILITY

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts, by original or facsimile signature, with the same affect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same agreement.

30. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, in the Country of Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

31. DISPUTE RESOLUTION

Any disputes, claims, disagreements, differences, (including, without limitation, interpretation, performance and enforcement) (collectively the "**Dispute**") that may arise between the Co-Owners or any of them and/or the Operator and/or the Nominee relating in any manner to this Agreement, the Property, or the Interests or any of them, shall attempted to be resolved by mediation and if such mediation is not successful, then by arbitration.

LV II142-LV II161-34824

Upon written demand of the Nominee, the Operator or the Co-Owners or any them and within 10 days after such demand, the parties shall attempt to appoint a mediator. If within such period of time they are unable to agree on a mediator, the Dispute shall be resolved by arbitration. If the parties to the Dispute are unable to agree upon a single arbitrator within 10 days after a demand has been made by any party to the Dispute to appoint a single arbitrator then, any party to the Dispute may apply, to a Justice of the Superior Court of Justice sitting in the City of Toronto, in the Province of Ontario, Canada for the appointment of an arbitrator.

The arbitration shall proceed in accordance with the provisions of the *Arbitration Act*, 1991 (Ontario) and any amendments or successor legislation thereto, which provisions shall apply *mutatis mutandis*. The arbitrator shall have the power to determine the procedure for the arbitration and to deliver his or her award notwithstanding the default by any party in respect of any procedural order made by the arbitrator.

The arbitrator shall proceed immediately to hear and determine the Dispute. The award of the arbitrator shall be made within 30 days after the appointment of the arbitrator, subject to any reasonable delay due to unforeseen circumstances. The award of the arbitrator shall be in writing and signed by the arbitrator, and shall be final and binding on the parties to the Dispute, not subject to any appeal, and the parties to the Dispute shall abide by the award and perform the terms and conditions thereof. The arbitration award shall deal with the costs of arbitration and all matters related thereto including the arbitrator's fees and expenses. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Unless otherwise mutually agreed, any mediation or arbitration of a Dispute shall take place in the Municipality of Metropolitan Toronto, in the Province of Ontario, in the Country of Canada.

32. NO INTENTION TO CREATE A PARTNERSHIP

The Co-Owners acknowledge, agree and declare that the entering into of this Agreement does not, and is not intended to, create a partnership, for any purpose. The Co-Owners further agree that nothing herein is to be construed as a limitation of the powers or rights of any Co-Owner to carry on its separate respective activities. Except for the Operator as contemplated in this Agreement, none of the Co-Owners shall have the right to bind any of the other Co-Owners, transact any business in any of the other Co-Owners names or on their behalf or incur any liability for or on behalf of any of the other Co-Owners. The Co-Owners agree that they shall each report their income or loss arising from the ownership of their Interests, for both accounting and income tax purposes, and to the applicable taxing authorities, as co-venture parties independent of one another, and not as partners in a partnership.

33. NO RIGHT TO PARTITION, ETC.

Each of the Co-Owners, by becoming a party to this Agreement, agrees and will be deemed to have agreed that he will not seek any remedy or right for the termination of this Agreement which would otherwise be available at law or in equity or for the termination of the co-ownership of the Property or which would otherwise be available pursuant to the *Partition Act*, R.S.O. 1980, c. 369,) and any amendments or successor legislation thereto, and each such Co-Owner shall be forever estopped from asserting otherwise and from seeking such remedy or right. In the event of any breach of the provisions of this Section 33 by a Co-Owner, the other Co-Owners and the Operator shall, in addition to all rights and remedies at law or in equity to which it is or they are otherwise entitled, be entitled to a decree or order

LV II142-LV II161-34824

perpetually restraining and enjoining such partition, application, action or other proceeding, and the first-mentioned Co-Owner shall not plead in defence thereto that there would be an adequate remedy at law, it being acknowledged by all the parties hereto that the injury and damages flowing from any such breach would be impossible to measure monetarily.

34. TIME

Time shall be of the essence of this Agreement.

35. REFERENCE DATE

This Agreement is dated for reference as of the 30TH day of August, 2012.

IN WITNESS WHEREOF this Agreement is executed with effect as of the day and year first above written.

EXECUTED this 27TH day of MAY, 2013 with effect as of the day and year first above written.

CO-OWNER

WITNESS

Chiaki Hayashi

Signature of Witness

Print: CHIAKI HAYASHI

Signature of Co-Owner

Print: HIRONORI KOBAYASHI

LV II142-LV II161-34824

EXECUTED this 28TH day of JUNE, 2013 with effect as of the day and year first above written.

LONDON VALLEY II INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

EXECUTED this 28TH day of JUNE, 2013 with effect as of the day and year first above written.

TSI-LV II INTERNATIONAL CANADA INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

LV II CAPITAL MANAGEMENT INC.

EXECUTED this 28TH day of JUNE, 2013 with effect as of the day and year first above written.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

SCHEDULE "1"

Legal Description of Property

Lands and premises located on 6172 Colonel Talbot Road fronting on the East side of Colonel Talbot Road, in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lots 58 & 57 ETR as in 422573; EXCEPT Part 11, 33R2972 and Part 1, 33R8976; "Description in 422573 may not be acceptable in the Future" London/Westminster

LV II142-LV II161-34824

SCHEDULE "2"

NOTICE OF REQUISITION OF ORDINARY RESOLUTION

By Co-Owners

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____, 201_ .

Witness	**Co-Owner**
_____	_____
Signature	Signature
Print: _____	Print: HIRONORI KOBAYASHI
Address: _____	Address: _____
_____	_____

Unit Identification No. LV II142-LV II161

By Operator

NOTICE IS HEREBY GIVEN that the undersigned requests the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned signed to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____ , 201__.

LV II CAPITAL MANAGEMENT INC.

Per: _____

Name:
Title:
I have authority to bind the Corporation.

Appendix 1

FORM OF ORDINARY RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____ , 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: HIRONORI KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV II142-LV II161

Identification No. _____

SCHEDULE "3"

NOTICE OF REQUISITION OF SPECIAL RESOLUTION

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners to approve the Special Resolution attached hereto as Appendix I **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Special Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Special Resolution.

Dated the _____ day of _____, 201__.

Witness		**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: HIRONORI KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV II142-LV II161

Identification No. _____

Appendix I

FORM OF SPECIAL RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____, 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: HIRONORI KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV II142-LV II161

Identification No. _____

DECLARATION OF TRUST

Cert. No. LV_II_JP_e1054bf2d703bca1e8fe101d3ac5efcd

ID. 34824 UDI. LV II142-LV II161

Interest: 20/620TH

This is to certify that HIRONORI KOBAYASHI is the owner of an undivided beneficial 20/620TH interest (the "Interest") in the real property located on 6172 Colonel Talbot Road fronting on the East side of Colonel Talbot Road, in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lots 58 & 57 ETR as in 422573; EXCEPT Part 11, 33R2972 and Part 1, 33R8976; "Description in 422573 may not be acceptable in the Future" London/ Westminster (the "Property") and that London Valley II Inc., as the registered holder of title to the Property, declares and acknowledges that it is holding title to the Property in trust for and on behalf of HIRONORI KOBAYASHI, to the extent of the Interest.

Reference is made to the co-owners agreement (the "Agreement") dated for reference as of the 30TH day of August, 2012 among the owner of the Interest named in the within Declaration of Trust, London Valley II Inc. TSI-LV II International Canada Inc., LV II Capital Management Inc. and all other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of the Agreement. The Agreement provides for certain rights and obligations of the owners of undivided beneficial interest in the Property.

This Declaration of Trust and the Interest represented hereby are not transferable by delivery but only by the registered holder hereof, or by his agent duly authorized in writing, upon compliance with the provisions of the Agreement, including delivery to TSI-LV II International Canada Inc. at its principal office in Mississauga, Ontario, of this Declaration of Trust together with a duly executed transfer of beneficial interest in the form required by TSI-LV II International Canada Inc.

IN WITNESS WHEREOF London Valley II Inc. and TSI-LV II International Canada Inc. have caused this Declaration of Trust to be signed by its duly authorized officers this 28TH day of JUNE, 2013.

LONDON VALLEY II INC.

Per: _____

Name:
Title:
I/We have authority to bind the Corporation

TSI-LV II INTERNATIONAL CANADA INC.

Per: _____

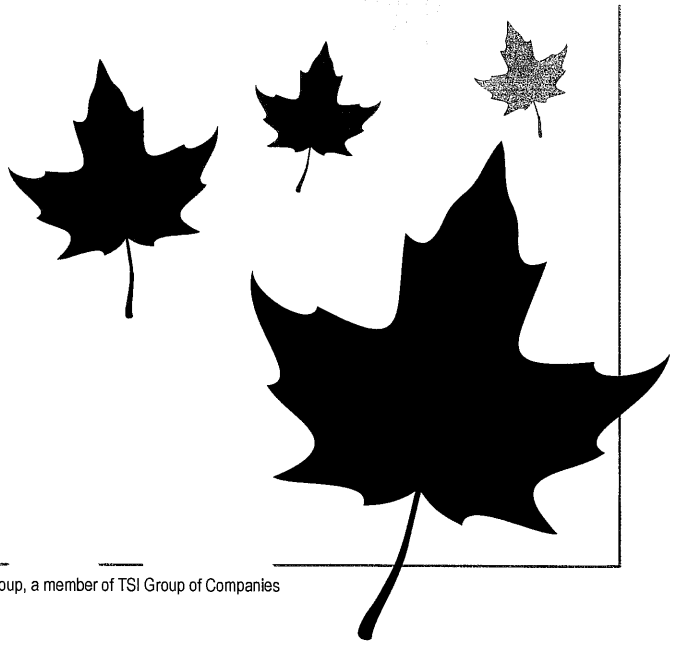
Name:
Title:
I/We have authority to bind the Corporation

JP 34/52
06/17/2013

TSI INTERNATIONAL

LONDON VALLEY II INC.

TORU FUKIAGE



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UNIT IDENTIFICATION NO. LV II87-LV II106

AGREEMENT OF SALE AND PURCHASE dated the 27TH day of MAY, 2013,

BETWEEN

TORU FUKIAGE,

Identification: DRIVER'S LICENSE (528400285850)

Address: 501 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Phone Number: 81-90-9441-7543

(hereinafter referred to as the "**Purchaser**")

-and-

TSI-LV II INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario,

(hereinafter referred to as the "**Vendor**");

-and-

LONDON VALLEY II INC.,
a corporation incorporated under the laws of the Province of Ontario

(hereinafter referred to as the "**Nominee**")

WHEREAS:

A. The Vendor is the beneficial owner of an undivided interest in a parcel of land described in Schedule "B" annexed to this Agreement (the "**Property**") and title to which Property is registered in the name of the Nominee.

B. The Vendor is engaged in the business of land banking, the prime focus of which is to locate and purchase raw land and to endeavour to rezone the land through the applicable land development process to an approved use determined by the Vendor to be suitable and appropriate in all of the circumstances, and to thereby enhance the value of the land.

C. The Purchaser acknowledges that rezoning of the Property is uncertain and may take many years to achieve, often six years or longer, and that there can be no assurance that rezoning will be obtained, or if obtained, to permit for such use or uses as were requested and/or otherwise on terms and conditions that are satisfactory.

D. The Vendor may from time to time sell undivided beneficial interests in the Property to various purchasers.

E. The Purchaser acknowledges that real estate investments are generally subject to various risks, including a lack of liquidity, the highly competitive nature of the real estate industry, changes in general economic conditions (such as the availability and cost of mortgage funds), conditions of supply and demand for any particular type of real estate in the particular area, government regulations and changes thereto (including uncertainties and delays in zoning, subdivision and development regulatory approval processes, taxation of

LV II87-LV II106-34752

property and environmental legislation), changes in governments and the political environment in the jurisdiction where the real estate is located, and sensitivity to interest rates, among other factors.

F. The Purchaser acknowledges having had the opportunity to review this Agreement and its schedules with its advisors and to conduct such due diligence investigations as the Purchaser deemed appropriate with respect to all matters pertaining to the Property and to the Vendor.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. SALE OF UNDIVIDED BENEFICIAL INTEREST IN LAND

1.1 The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser a 20/620TH undivided beneficial interest in the Property (the "**Purchaser's Land Interest**").

1.2 The Purchaser's Land Interest will be identified by the following designated identification number: LV II87-LV II106

2.. PURCHASE PRICE

2.1 The Purchaser shall pay the aggregate sum of Ten Thousand Dollars of lawful money of Canada (C$10,000) for each 1/620TH undivided beneficial interest in the Property upon execution of this Sale and Purchase Agreement, of which Nine Thousand Five Hundred Dollars (C$9,500) of lawful money of Canada will be paid on account of the purchase price for such interest, and Five Hundred Dollars (C$500) of lawful money of Canada will be paid into a segregated account known as the "Concept Planning Fund" (the "**Concept Planning Fund**") to be used to defray costs, expenses and fees to be incurred in connection with the Property, as more particularly hereinafter described and as described in the Co-Owners Agreement (as such term is hereinafter defined).

2.2 The Purchaser hereby agrees to purchase the Purchaser's Land Interest for a total purchase price of ONE HUNDRED NINETY THOUSAND DOLLARS ONLY of lawful money of Canada (C$190,000.00) (the "**Purchase Price**"), and to pay the amount of TEN THOUSAND DOLLARS ONLY of lawful money of Canada (C$10,000.00) into the Concept Planning Fund (the "**Concept Planning Fund Contribution**"). All references in this Agreement to payments of money being made shall mean lawful money of Canada.

2.3 The Purchase Price excludes applicable harmonized sales tax (the "**HST**") pursuant to the *Excise Tax Act*, R.S.C. 1985, c E-15, as amended (the "**ETA**") and the Purchaser agrees to pay the HST in addition to the Purchase Price and the Concept Planning Fund Contribution, unless the Purchaser has obtained and inserted (or instructed to be inserted) its HST registration number set forth below on the signing page of this Agreement, below its signature, prior to acceptance of this Agreement by the Vendor, in which case the Purchaser hereby represents and warrants that it is a registrant for HST purposes under the provisions of the ETA, under such registration number.

2.4 Included in the Purchase Price and the Concept Planning Fund Contribution, the Purchaser shall be responsible for the payment of land transfer tax ("**LTT**") under

the *Land Transfer Act*, R.S.O., c L.6. as amended (the "**LTTA**"), in the amount of ONE THOUSAND SEVEN HUNDRED SEVEN DOLLARS AND NINETY TWO CENTS of lawful money of Canada (C$1,707.92).

2.5 The Purchaser covenants to pay, make and submit all necessary payments, filings and remittances within the time periods required therefor under the provisions of the ETA, if applicable, and the LTTA, and the regulations thereunder. The Purchaser hereby authorizes the Vendor on behalf of the Purchaser and with the Purchaser's funds, to make any and all payments, filings and remittances within the time periods required therefore under the provisions of the ETA relating to HST, if applicable, and under the provisions of the LTTA relating to LTT required to be made by the Purchaser arising from its acquisition of the Purchaser's Land Interest. While the Vendor agrees to assist the Purchaser in submitting such payments, remittances and filings, for greater certainty, nothing herein contained shall oblige the Vendor to make any payments or remittances from its own resources or funds and all such payments and remittances and filings shall be the Purchaser's obligation.

2.6 Funds in the Concept Planning Fund shall be applied towards defraying future costs of every nature and kind related to the Property, including property management costs, costs, fees, and services incurred in connection with planning activities, development submissions, subdivision applications, operational costs and all other activities and matters concerning or related to the Property, as determined by the Operator (as such term is defined in the Co-Owners Agreement) which would be incurred by or on behalf of the Purchaser as a Co-Owner. The Concept Planning Fund is intended to be a deposit account. The Purchaser's proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Purchaser following completion of the sale of the Property. The Purchaser's proportionate share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of the Co-Owners Agreement) will be paid by the Purchaser (in its capacity as a Co-Owner) and deducted from its proportionate share of any sale proceeds receivable by it, if and when the Property is sold or otherwise disposed of.

3. PAYMENT OF THE PURCHASE PRICE

3.1 The Purchaser hereby agrees that the Purchase Price, the Concept Planning Fund Contribution, and all other amounts due and payable hereunder, shall be paid to the Vendor on the Closing Date (as hereinafter defined). Following the Closing Date, the Vendor shall deliver the Concept Planning Fund Contribution to the Operator for deposit into the Concept Planning Fund.

3.2 All payments of the Purchase Price, the Concept Planning Fund Contribution, and such other amounts shall be made through the appointed agent (the "**Vendor's Agent**"), the Vendor's authorised agent and representative in the jurisdiction of residence of the Purchaser, and the Vendor hereby directs the Purchaser to make all such payments to the Vendor's Agent, who is authorised by the Vendor to acknowledge receipt of the Purchase Price and other amounts paid hereunder.

4. CLOSING DATE, DELIVERIES, COSTS, NON-MERGER

4.1 The date on which this Agreement is signed by the Purchaser and is accepted and signed by the Vendor and the Nominee shall be the "**Closing Date**". On the Closing Date, in addition to delivering the Purchase Price and this Agreement, the Purchaser agrees to deliver to the Vendor's Agent a copy of the Co-Owners Agreement signed by the Purchaser.

LV II87-LV II106-34752

4.2 Within ninety (90) days after the Closing Date, the Vendor agrees to deliver to the Purchaser the following documents (the "**Closing Documents**"):

(a) this Agreement, duly executed by the Vendor and the Nominee;

(b) a Declaration of Trust (as hereinafter defined), duly executed by the Nominee; and

(c) the Co-Owners Agreement (as hereinafter defined), duly executed by the Nominee and Operator (as therein defined).

4.3 The Vendor shall pay for the cost of drafting and/or settling the Closing Documents. The Vendor shall not be obligated to pay any other costs associated with the purchase of the Purchaser's Land Interest.

4.4 This Agreement shall be irrevocable by the Purchaser for a period of 120 days following its execution and delivery to the Vendor or the Vendor's Agent. This Agreement shall only become binding upon the Vendor and the Nominee following the Vendor and the Nominee having each accepted this Agreement as signified by its respective execution of this Agreement where indicated below.

4.5 All representations, warranties and covenants of the Purchaser as set out in this Agreement shall not merge upon closing but shall survive closing and the Closing Date.

5. VENDOR REPRESENTATIONS AND WARRANTIES

5.1 The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in completing the sale and purchase transaction contemplated in this Agreement:

(a) the Vendor is the beneficial owner of the Purchaser's Land Interest with good and marketable title thereto, subject to Section 6.1;

(b) registered title to the Property and beneficial title to the Purchaser's Land Interest shall be good and marketable and clear and free from all mortgages, charges and financial liens on the Closing Date;

(c) the Vendor has the right, power and authority to sell the Purchaser's Land Interest as contemplated in this Agreement;

(d) the Vendor is a corporation properly constituted and in good standing under the laws of the Province of Ontario and the laws of Canada applicable therein; and

(e) the Vendor is not now and on the Closing Date will not be a non-resident of Canada within the meaning of the *Income Tax Act* (Canada), R.S.C. 1985, c.1 (5th Supp.), as amended from time to time.

6. EASEMENTS, LIENS, REGISTERED AGREEMENTS

6.1 Other than any mortgage, charge or financial lien which the Vendor is required to discharge pursuant to this Agreement, registered title to the Property, and beneficial title to the Purchaser's Land Interest, shall be subject to all other liens and encumbrances registered

LV II87-LV II106-34752

on title to the Property on the Closing Date or which may be registered against the title to the Property after the Closing Date, including those registered in connection with the rezoning or development process relating to the Property, and including, without limitation, agreements with the applicable municipality or region, agreements with public regulated utilities, easements for the supply of domestic utility or telephone services to the Property or properties which are adjacent to the Property, easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the Property or its proposed development, other registered restrictions or covenants that run with the lands, and the restrictions and reservations in the Crown patent.

7. PURCHASER(S)' REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 The Purchaser represents and warrants to and covenants in favour of the Vendor as follows:

(a) there are no liens, mortgages, judgements, executions or other encumbrances, related to or attaching to the Purchaser's Land Interest or any part thereof;

(b) the Purchaser shall keep the Purchaser's Land Interest and every part thereof free and clear of all liens, mortgages, other encumbrances, judgements or executions. The Purchaser warrants and represents that all such liens, mortgages, judgements, executions other encumbrances, if any, shall be discharged and removed forthwith at the Purchaser's sole cost and expense and the Purchaser shall hold harmless the Vendor and all other beneficial owners of undivided interests in the Property from time to time against any and all claims, liabilities, actions, cause of actions, charges, demands and costs, including solicitors fees in connection therewith; and

(c) the Purchaser will not register or cause to be registered this Agreement, the Co-Owners Agreement, notice of this Agreement, notice of the Co-Owners Agreement, notice of the Purchaser's Land Interest, or any caution against title to the Property and the Purchaser shall forthwith remove and discharge any such registration at its costs and expense, failing which the Vendor may do so at the cost and expense of the Purchaser.

7.2 The foregoing warranties, representations and covenants of the Purchaser shall not merge on closing but shall survive closing and the Closing Date.

8. PURCHASER(S)' PARTICULARS, NATURE OF VESTING OF BENEFICIAL TITLE

8.1 The Purchaser agrees and confirms that the personal information provided in Schedule "A" annexed hereto is true, accurate and complete and agrees to inform the Vendor in writing forthwith of any change in any of the information therein provided.

8.2 If there is more than one person that comprises the Purchaser, then the Purchaser's Land Interest will be held as joint tenants with right of survivorship unless the box below is initialled by the Purchaser in which case the Purchaser's Land Interest will be deemed to be held as tenants-in-common, in the percentages noted therein.

LV II87-LV II106-34752

[ ] Purchaser elects to hold Purchaser's Land Interest as tenants- in -common and not as joint tenants, as follows: _____ as to ___%, _____ as to ____%.

9. PRESENT STATE AND CONDITION OF PROPERTY

9.1 The Purchaser hereby agrees that the purchase of the Purchaser's Land Interest is on an "as is, where is basis" with no representations or warranties whatsoever made by the Vendor, other than as expressly set out in this Agreement.

10. TITLE INSURANCE

10.1 The Nominee as registered owner of the Property obtained title insurance upon acquiring the Property (the "**Title Insurance Policy**") in such form and in such amount and with such stipulations, limitations and qualifications respecting coverage as it deemed appropriate.

11. NOMINEE AS BARE TRUSTEE; DECLARATION OF TRUST

11.1 The Purchaser acknowledges that the registered title to the Property is held by the Nominee, as nominee and bare trustee for the Vendor to the extent of its undivided beneficial interest in the Property, and as nominee and bare trustee for others to the extent of their respective undivided beneficial interests in the Property, and that on completion of the transaction herein contemplated the Nominee will hold the registered title to the Property to the extent of the Purchaser's Land Interest as nominee and bare trustee for the Purchaser and others to the extent of their respective undivided beneficial interests in the Property.

11.2 The mailing address of the Nominee for receiving notices shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee may change its mailing address from time to time by giving notice in writing to that effect pursuant to the notice provisions contained in the Co-Owners Agreement.

11.3 The Nominee agrees to execute and deliver to the Purchaser a declaration of trust (the "**Declaration of Trust**") wherein it will confirm that, from and after the Closing Date, it is holding the title to the Property for and on behalf of the Purchaser, to the extent of the Purchaser's Land Interest, in the place and stead of the Vendor.

11.4 The Purchaser acknowledges that the registered title to the Property shall at all times be in the name of the Nominee.

12. NO RIGHT TO USE, OCCUPY OR ACCESS

12.1 The Purchaser agrees that it hereby waives all rights of use, occupation and rights of access to the Property, and any part thereof, in order to facilitate the future rezoning and ultimate subdivision and re-development of the Property, for the benefit of all Co-Owners. The provisions of this Section 12 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date.

13. CO-OWNERS AGREEMENT

13.1 The Purchaser agrees that concurrent with its execution and delivery of this Agreement, the Purchaser shall execute and deliver the agreement or a counterpart of the co-

LV II87-LV II106-34752

owners agreement, a draft copy of which is annexed hereto as Schedule "C" (the "**Co-Owners Agreement**").

13.2 The Co-Owners Agreement shall govern, amongst other things, the following:

(a) the rights and obligations of the Purchaser, as owner and any other owners of undivided beneficial interests in the Property;

(b) any future sale, financing and/or development of the Property;

(c) procedures for consent and approvals by the Co-Owners (as such term is defined in the Co-Owners Agreement);

(d) appointing the Operator (as such term is defined in the Co-Owners Agreement) for and on behalf of the Co-Owners;

(e) the rights and obligations of the Operator of the Property;

(f) the obligation of the Nominee as registered holder of the title to the Property for an on behalf of the Co-Owners;

(g) the right to transfer or assign the Purchaser's Land Interest or any part thereof and the terms conditions to be satisfied with respect to any such assignment or transfer; and

(h) such other matters as are therein contained.

13.3 The Vendor shall not be obligated but shall have the right to retain an undivided beneficial interest in the Property to such extent as it may in its absolute discretion deem appropriate and thus be a co-owner thereof and with respect to such undivided beneficial interest it shall be subject to the terms of the Co-Owners Agreement and entitled to exercise the rights of a Co-Owner.

14. SUBDIVISION CONTROL PROVISIONS

14.1 The Vendor agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and this Agreement shall be effective to create an interest in the Property provided that the provisions of the *Planning Act* (Ontario) are complied with in connection with the transaction of sale and purchase of the Purchaser's Land Interest.

15. NO REPRESENTATIONS, WARRANTIES OR ADVICE

15.1 The Purchaser acknowledges that none of the Vendor, the Nominee, the Vendor's Agent nor anyone acting on its or their behalf has made any representations or warranties except as are expressly set forth in this Agreement or the Co-Owners Agreement, nor given any advice respecting the tax treatment relating to the purchase or disposition of the Purchaser's Land Interest or any part thereof or the Property, nor as to the timing of sale, rezoning or development of the Property nor with respect to any potential or anticipated profit to be derived or derivable from the Purchaser's Land Interest or the Property.

15.2 The Purchaser has been urged and advised to consult with the Purchaser's own respective advisors including legal and tax advisors, with respect to the purchase and other matters pertaining to the Property and the Purchaser's Land Interest and the Closing Documents.

LV II87-LV II106-34752

16. SOURCE OF FUNDS

16.1 The Purchaser hereby represents, warrants, confirms and acknowledges that the source of the Purchaser's funds:

(a) are not derived directly or indirectly from any crime;

(b) are not linked directly or indirectly to any terrorists or against anti terrorist laws;

(c) are not embargoed funds; and

(d) are not obtained in violation of any laws or seeking to escape or avoid any tax laws;

16.2 The Purchaser covenants that all payments and remittances shall strictly comply , at its own expense, with all regulatory or exchange control provisions in force on the Closing Date and applicable to this Agreement.

16.3 The provisions of this Section 16 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date.

17. NOTICES

17.1 All notices required hereunder shall be in writing and in the English language and may be served either personally upon the parties or by electronic transmission namely by fax or email addressed to the Parties at their respective last known addresses, fax number or email address.

18. HEIRS, ASSIGNS, ETC.

18.1 This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective heirs , administrators, executors, successors and permitted assigns; provided that, the Purchaser shall not be entitled to assign this Agreement or any of its rights hereunder without the prior written approval of the Vendor, which approval may be withheld in its absolute discretion.

19. SUPERCEDING AGREEMENT

19.1 This Agreement shall supercede any and all previous discussions, representations, agreements or understandings made by or on behalf of either of the parties hereto for or relating to the purchase and sale of the Purchaser's Land Interest.

20. SCHEDULES

20.1 Schedules "A", "B" and "C" annexed hereto form an integral part of this Agreement and shall be read together with this Agreement.

21. COUNTERPARTS

21.1 This Agreement may be executed in any number of counterparts and by original or facsimile signature with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement.

LV II87-LV II106-34752

22. LAWS AND JURISDICTION-ONTARIO

22.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

23. CAPTIONS

23.1 The captions of the sections of this Agreement are for convenience only and do not amplify or limit in any way the provisions hereof.

24. EFFECT OF PARTIAL INVALIDITY ON THIS AGREEMENT

24.1 In the event that any provision of this Agreement is illegal, void or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

25. FACSIMILE DOCUMENTS

25.1 The parties agree to accept facsimile executed documents, including Closing Documents, as if they were originally signed documents.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SET OUT BELOW.

WITNESSED BY:

DATE OF EXECUTION: 2013-05-27

THE PURCHASER

CHIAKI HAYASHI
Print Name of Witness

TORU FUKIAGE
Print Name of Purchaser

✓ SIGNATURE OF WITNESS Chiaki Hayashi

Signature of Witness

SIGNATURE OF PURCHASER ★

Signature of Purchaser

Witness Identification Number

HST Number: 80816 8538 RT0001

LV II87-LV II106-34752

✓

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DATE OF EXECUTION: 2013-7-5
THE VENDOR:
TSI-LV II INTERNATIONAL CANADA INC.

Per: D. Lane.

Name:
Title:
HST Number: 81566 6888 RT 0001

I/We have the authority to bind the Corporation.

DATE OF EXECUTION: 2013-7-5

THE NOMINEE:
LONDON VALLEY II INC.

Per:

Name:
Title:
I/We have the authority to bind the Corporation.

SCHEDULE "A" – PURCHASER(S) PARTICULARS

Information Concerning Purchaser(s):

1. PURCHASER:

Full Name: TORU FUKIAGE

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: 501 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Home Telephone: 81-90-9441-7543 Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: _____

Country of Birth: JAPAN

The following have been provided to the Vendor:

(✓) Driver's Licence ( ) Passport ( ) Other_____

2. Second or additional person as Purchaser:

Full Name: _____

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: _____

Home Telephone: _____ Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: _____

Country of Birth: _____

The following have been provided to the Vendor:

( ) Driver's Licence ( ) Passport ( ) Other_____

SCHEDULE "B" – PROPERTY and NOMINEE

LEGAL DESCRIPTION OF PROPERTY

Lands and premises located on 6172 Colonel Talbot Road fronting on the East side of Colonel Talbot Road, in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lots 58 & 57 ETR as in 422573; EXCEPT Part 11, 33R2972 and Part 1, 33R8976; "Description in 422573 may not be acceptable in the Future" London/Westminster

REGISTERED HOLDER OF LEGAL TITLE TO PROPERTY

LONDON VALLEY II INC.

Office: 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3

Tel No: 1-905-602-7463

Fax No: 1-905-602-7460

SCHEDULE "C" – CO-OWNERS AGREEMENT

LV II87-LV II106-34752

UNIT IDENTIFICATION NO. LV II87-LV II106

CO-OWNERS AGREEMENT

LONDON VALLEY II INC.

THIS CO-OWNERS AGREEMENT is dated the 30TH day of August, 2012.

BETWEEN:

TORU FUKIAGE,

Identification:DRIVER'S LICENSE (528400285850)

Address:501 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

(hereinafter referred to as the "**Purchaser**")

-and-

LONDON VALLEY II INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Nominee**")

-and-

TSI-LV II INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Vendor**")

-and-

LV II CAPITAL MANAGEMENT INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Operator**")

-and-

All other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of this Agreement

(hereinafter collectively referred to as the "**Co-Owners**")

WHEREAS:

1. Pursuant to a Sale and Purchase Agreement, the Vendor has sold to the Purchaser, and the Purchaser has purchased from the Vendor, an undivided beneficial interest in the Property;

2. The Nominee is the registered owner of the Property and has agreed to hold the Property as nominee and bare trustee for and on behalf of the Co-Owners from time to time;

3. Every purchaser of an undivided beneficial interest in the Property, every assignee of such purchaser, and every assignee of each such assignee, is required to execute and deliver a counterpart of this Agreement and shall be bound as a Co-Owner pursuant thereto; and

LV II87-LV II106-34752

4. This Agreement sets forth the provisions which govern the Co-Owners' ownership of undivided beneficial interests in the Property and any future sale, financing and/or development with the Property and their respective undivided beneficial interests therein.

NOW THEREFORE in consideration of the payment of the sum of One Dollar ($1.00) and other good and valuable consideration now paid by each party to the other, the receipt of which is hereby acknowledged, and of the premises and the mutual covenants herein contained, the parties hereto hereby covenant and agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall be deemed to have the following meanings:

(a) "**ASPE**" shall have the meaning ascribed thereto in Section 16 of this Agreement;

(b) "**Additional Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(c) "**this Agreement**", "**hereof**", "**herein**," "**hereunder**" and words to like effect, refer to this Co-Owners Agreement as a whole and not to any particular provision, as it may be amended, supplemented and/or restated from time to time;

(d) "**Business Day**" means any day of the week other than a Saturday, Sunday or a day which is a statutory holiday, in Ontario, Canada;

(e) "**Concept Planning Fund**" shall have the meaning ascribed thereto in Section 18 of this Agreement;

(f) "**Co-Owners**" means the owners from time to time of Interests and who have signed a counterpart of this Agreement, and shall include the Purchaser, as well as the Vendor to the extent that it retains any Interest, and "**Co-Owner**" means any of the Co-Owners;

(g) "**Co-Owners Record**" has the meaning ascribed thereto in Section 11 of this Agreement;

(h) "**CRA**" means the Canada Revenue Agency, established pursuant to the *Canada Revenue Agency Act*, S.C. 1999, c. 17, which administers tax laws of Canada, including under the *Income Tax Act*, for the Government of Canada;

(i) "**Declaration of Trust**" means the declaration of trust executed by the Nominee concurrently with the completion by a Co-Owner of the purchase from the Vendor of an Interest and pursuant to which the Nominee declares and confirms that it holds registered title to the Property in trust for and on behalf of such Co-Owner, to the extent of such Co-Owner's respective Interest. For greater certainty, "**Declaration of Trust**" includes the declaration of trust executed by the Nominee upon the completion by a Co-Owner of the Transfer of an Interest to a transferee in accordance with the provisions of this Agreement, and includes the declaration of trust executed by the Nominee in favour of the Vendor at the time of its acquisition of the Property;

(j) "**Designated Person**" shall have the meaning ascribed thereto in Section 10 of this Agreement;

LV II87-LV II106-34752

(k) "**Dispute**" shall have the meaning ascribed thereto in Section 31 of this Agreement;

(l) "***Excise Tax Act***" means the *Excise Tax Act* (Canada), as amended from time to time, including the regulations made pursuant thereto;

(m) "**HST**" means the harmonized sales tax payable pursuant to the *Excise Tax Act*, including the Province of Ontario's portion thereof;

(n) "***Income Tax Act***" means the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.), as amended from time to time, including the regulations made pursuant thereto;

(o) "**Initial Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(p) "**Interest**" means the undivided beneficial interest in the Property purchased by a Co-Owner pursuant to a Sale and Purchase Agreement, and includes any undivided beneficial interest in the Property continued to be owned by the Vendor, and "**Interests**" means every Interest;

(q) "***Land Transfer Tax Act***" means the *Land Transfer Tax Act*, R.S.O. c.L.6, as amended;

(r) "**LTT**" means the land transfer tax payable pursuant to the *Land Transfer Tax Act*;

(s) "**Net Income**" shall have the meaning attributed thereto in Section 6(j) of this Agreement;

(t) "**Notice Requisitioning an Ordinary Resolution**" shall have the meaning attributed thereto in Section 8 of this Agreement;

(u) "**Notice Requisitioning a Special Resolution**" shall have the meaning attributed thereto in Section 10 of this Agreement;

(v) "**Offer**" shall have the meaning attributed thereto in Section 19 of this Agreement;

(w) "**Operator**" means LV II Capital Management Inc., or the Designated Person that may be appointed as the Operator's replacement as determined in accordance with Section 10 of this Agreement;

(x) "**Ordinary Resolution**" means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 51% of the aggregate Interests in the Property;

(y) "**Planning Activities**" means the reports, plans, studies, audits, assessments, investigations, legal proceedings, procedures, filings, submissions, applications and/or any other actions taken or made in respect of or in furtherance of the rezoning of, or other land use planning matters related to, the Property;

(z) "**Property**" means the real property legally described on Schedule "1" annexed hereto;

(aa) "**Retained Interest**" shall have the meaning attributed thereto in Section 23 of this Agreement;

(bb) "**Sale and Purchase Agreement**" means the agreement of sale and purchase, or an agreement substantially in the form of the agreement of sale and purchase, entered into

LV II87-LV II106-34752

between the Vendor, as vendor, and each Co-Owner (other than the Vendor), as purchaser, pursuant to which each Co-Owner agreed to acquire its respective Interest in the Property. **"Sale and Purchase Agreements"** means every Sale and Purchase Agreement;

(cc) **"Special Resolution"** means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 85% of the aggregate Interests in the Property;

(dd) **"Transfer"** shall have the meaning ascribed thereto in Section 11 of this Agreement; and

(ee) **"Vendor"** means TSI-LV II International Canada Inc.

2. INTERPRETATION

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) the division of this Agreement into Articles, paragraphs, subparagraphs and schedules and the insertion of headings are provided for convenience only and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;

(b) all references to currency herein are references in Canadian dollars;

(c) any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto;

(d) any reference to an entity shall include and shall be deemed to be a reference to any entity that is a successor to such entity;

(e) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

3. TITLE

Legal title to the Property shall be held in the name of the Nominee, which shall hold such title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Vendor, to the extent of its Retained Interest, if any.)

4. MAILING ADDRESSES

The mailing address of the Nominee, the Vendor and the Operator shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee, the Vendor and/or the Operator may change its mailing address from time to time by giving notice in writing to that effect to all Co-Owners, pursuant to the notice provisions contained in this Agreement.

5. REPRESENTATIONS AND WARRANTIES OF THE NOMINEE AND OPERATOR

(a) The Nominee represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite power, capacity and corporate authority to act as nominee and to perform its obligations under this Agreement;

(iii) it shall not carry on any business other than for the purposes set forth in this Agreement;

(iv) it holds and shall continue to hold legal title to the Property as nominee and bare trustee for and on behalf of each Co-Owner to the extent of each Co-Owner's Interest; and

(v) it shall only deal with the Property in the manner and as provided for in this Agreement.

(b) The Operator represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite capacity and corporate authority to act as Operator, and to perform its obligations under this Agreement; and

(iii) it shall comply with its obligations as provided for in this Agreement.

6. OPERATION AND MANAGEMENT OF THE PROPERTY

The Co-Owners hereby appoint the Operator and the Operator hereby accepts the appointment as the operator and manager of the Property and agrees to undertake such Planning Activities as the Operator may determine in its discretion, acting reasonably, are required to rezone the Property to such use or uses as the Operator shall determine, acting reasonably, and in the best interest of the Co-Owners. The Operator agrees to carry out such Planning Activities and to operate and manage the Property in good faith and in the best interest of the Co-Owners. The Operator agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and to proceed diligently to make all necessary applications to rezone the Property to such use or uses as the Operator shall determine, in its reasonable discretion, and to use its reasonable commercial efforts, at the cost and expense of the Co-Owners, with such costs to be defrayed out of the Concept Planning Fund initially, to obtain all necessary approvals and consents from applicable governmental authorities in connection therewith. Subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have such general powers and authority to administer, manage, control, operate, finance, refinance, develop, lease, grant easements and other rights in, under and over, the Property and to do any act, take any proceeding, make any decision and execute and deliver any instrument, deed, agreement, affidavit or document necessary for or incidental to any of the foregoing, for and on behalf and in the name of the Co-Owners, or as the Co-Owners may so direct by Special Resolution. No person dealing with the Operator

LV II87-LV II106-34752

will be required to enquire into the authority of the Operator to do any act, take any proceeding, make any decision or execute and deliver any instrument, deed, agreement or document for or on behalf or in the name of the Co-Owners.

Without limiting the generality of the foregoing provisions of this Section 6, but subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have the following specific powers and authorities without further authority or approval from the Co-Owners:

(a) to engage such professional advisers and consultants as the Operator considers advisable in order to perform its duties hereunder;

(b) to open and operate one or more bank accounts in its name, as agent for the Co-Owners in respect of the Property with a Canadian chartered bank or trust company, into which the Operator may deposit all rentals, if any, and other income earned from the Property (if any) (which for greater certainty shall not include the Concept Planning Fund), and out of which account(s) all expenses properly relating to the Property shall be paid, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of such funds to cover all such expenses;

(c) to execute, deliver and carry out all other agreements which require execution by or on behalf of the Co-Owners with respect to the Property, including without limitation, any agreements required by any governmental or statutory authority having jurisdiction over or with respect to the Property, development agreements, site plan agreements, cost sharing agreements, easements and rights of way;

(d) to enter into lease and/or tenancy arrangements in respect of the Property or any part thereof and to collect all rentals and other income therefrom, if any, provided that nothing herein shall constitute a guarantee by the Operator of the payment of any rent by tenants;

(e) to pay all taxes, fees and other expenses relating to the orderly maintenance and management of the Property out of the Concept Planning Fund, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of funds to cover all such expenses;

(f) to commence or to defend on behalf of the Co-Owners, the Nominee, or itself, any and all actions and other proceedings pertaining to the Property or to the Co-Owners;

(g) to determine the amount and type of insurance coverage, if any, to be maintained in order to protect the Property and the Co-Owners from all usual perils of the type covered in respect of comparable properties and in order to comply with the requirements of any lenders of funds;

(h) to retain, employ and pay and discharge on behalf of the Co-Owners all servants, employees, advisors, consultants and/or contractors necessary to be retained for the management and operation of the Property, including, without limitation, for matters relating to its rezoning and development;

(i) to contract on behalf of the Co-Owners for water, gas, electricity and other utility services and commodities, including cable and telephone services necessary for the development, operation and maintenance of the Property; and

LV II87-LV II106-34752

(j) to distribute the Net Income from the ownership, operation, use, financing, refinancing, and/or sale of the Property (if any) to each Co-Owner, proportionate to its respective Interest. For the purposes of this Agreement, "**Net Income**" shall mean the gross receipts (which, for greater certainty, shall not include the Concept Planning Fund) derived in any way from dealing with the Property, received by or on behalf of the Co-Owners from the ownership, operation, use, leasing, financing, refinancing, sale of, and/or development and/or any other dealing with of the Property, minus the aggregate of all proper expenses and charges incurred in connection therewith, calculated on an accrual basis, including:

(i) payment of principal and interest owing to mortgagees or other encumbrancers, or other lenders;

(ii) realty taxes, property tax assessments, charges or levies made by any duly constituted governmental or statutory authority, due and owing and secured by a right or apparent right to claim a lien or charge upon the Interests, or any of them, or the Property, and money due and owing from improvements to the Property secured by a lien or charge in favour of materialmen or workmen or trade contractors or other like persons or corporations upon the Interests, or any of them, or the Property;

(iii) all costs and expenses of any sale, financing or refinancing;

(iv) all development costs and expenses;

(v) all costs and expenses of operating, maintaining, leasing, managing, using, and/or developing the Property, and the costs and expenses of repair;

(vi) lighting, electricity and public utilities costs and expenses;

(vii) professional fees reasonably attributed to the Property, its operation, use, financing, refinancing, sale and/or development;

(viii) all other costs, expenses or disbursements which are properly attributable to the Property, except payments to the Co-Owners on account of capital or distribution of Net Income; and

(ix) reserves in such amount as deemed appropriate by the Operator from time to time, including without limitation for the purposes of replacement of major equipment, major renovations and repairs, leasehold improvements, marketing costs and any other reserves normally required for the prudent operation, use, financing, refinancing, sale and/or development of a like property.

Each Co-Owner shall have a proportionate beneficial interest in all of the gross cash receipts derived from the Property and shall be responsible for its proportionate share of the expenses and charges incurred in connection with the Property, in each case proportionate to its respective Interest. Each Co-Owner hereby irrevocably directs the Operator to pay its proportionate share of such expenses and charges out of its proportionate share of such gross cash receipts, as well as out of the Concept Planning Fund.

Each Co-Owner hereby confirms and acknowledges that neither the Operator nor any of its officers, directors, employees, advisors, consultants, agents or representatives has made any warranty or representation, or given any advice:

LV II87-LV II106-34752

(k) as to or in respect of the tax treatment of the purchase, disposition or holding of the Interest by a Co-Owner; or

(l) as to the timing of the rezoning or sale or development of the Property or the returns attainable by the Co-Owners upon a sale or lease of or other dealing with the Property.

Each Co-Owners acknowledges that he has been advised to seek his own independent legal and tax counsel prior to entering into a Sale and Purchase Agreement and this Agreement.

7. AUTHORITY TO WITHHOLD

The Operator is authorized to withhold any amounts required to be withheld from any distribution or other payment to a Co-Owner pursuant to the provisions of the *Income Tax Act* and to make payment of any such amount on behalf of a Co-Owner to the CRA, on account of taxes as may be required by law.

8. POWERS EXERCISABLE BY ORDINARY RESOLUTION

Notwithstanding anything to the contrary contained in this Agreement, the following powers shall only be exercisable by the Operator after an Ordinary Resolution is passed by the Co-Owners:

(a) approving the sale or exchange of all or any part of the Property (other than the sale of Interests by the Operator pursuant to Sale and Purchase Agreements);

(b) approving a proposal or plan to develop the Property;

(c) subject to Section 17, consenting to the amendment of this Agreement, provided that, no amendment to this Agreement shall impose or increase any financial or other obligations upon any of the Nominee of the Operator, or in any way adversely affect the Nominee or the Operator, without the prior written approval of the Nominee or the Operator, as the case may be;

(d) approving or ratifying the making of an Additional Advance by the Operator, in accordance with Section 18; or

(e) requiring that the financial statements for the Property be audited.

Other than a matter which under the terms of this Agreement requires a Special Resolution, the Operator may at any time and from time to time by notice in writing to all Co-Owners substantially in the form annexed hereto as Schedule "2" (the "**Notice Requisitioning an Ordinary Resolution**") request the Co-Owners to consider and approve any matter relating to the Property not requiring a Special Resolution. The Notice Requisitioning an Ordinary Resolution shall specify with reasonable detail the matter to be approved by the Co-Owners.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution. If the Operator fails to deliver such Notice Requisitioning an Ordinary Resolution within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or a group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the

LV II87-LV II106-34752

Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution which the Operator failed to deliver within the time provided in this Section 8 for the Operator to do so.

9. POWERS EXERCISABLE BY SPECIAL RESOLUTION

The following powers shall only be exercisable by Special Resolution passed by the Co-Owners:

(a) terminating the appointment of the Operator and appointing a new Operator from time to time, in accordance with the provisions of Section 10;

(b) instituting or continuing an action or suit against the Operator for damages based upon the fraud or gross negligence of the Operator in the performance of its obligations under this Agreement;

(c) requiring the Operator to remove the incumbent independent firm of chartered accountants qualified in Canada appointed pursuant to Section 16 and requiring the Operator to appoint a replacement; or

(d) apppointing a replacement for the Nominee in the event that the Nominee should be wound up or dissolved or be declared a bankrupt, such replacement to hold legal title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Operator if it retains any Retained Interest.)

10. CONTROL AND AUTHORITY VESTS WITH CO-OWNERS

The Co-Owners may by Special Resolution terminate and remove the Operator (in its capacity as Operator and not as a Co-Owner)and appoint a new Operator in its place and stead. Such new Operator shall be bound by all of the terms of this Agreement and shall execute an agreement confirming that it is bound under this Agreement as if it was an original signatory thereto.

Upon termination, the Operator terminated shall forthwith upon request of the person designated in the Special Resolution as the replacement Operator (the "**Designated Person**") do the following:

(a) deliver all agreements, documents, instruments, books and records and writings relating to the Property in its possession to the Designated Person, including, without limitation, the Co-Owners Record;

(b) execute and deliver such consents, acknowledgements and assignments pertaining to the Property and any Planning Activities as the Designated Person may require;

(c) cause its representatives on the board of directors of the Nominee to execute resignations as directors and officers forthwith after being required to do so by the Designated Person, provided the Nominee shall continue to indemnify such directors and officers in accordance with its by-laws in existence at the date hereof;

(d) execute and deliver a release in form and content satisfactory to the Designated Person, acting reasonably, releasing the Nominee and the Co-Owners from any liability, provided that: (i) the release by the Operator shall not release the Co-Owners from their obligation to continue to indemnify the Operator pursuant to Section 21 hereof; and (ii) the

LV II87-LV II106-34752

Operator receives a release in form and content satisfactory to the Operator, acting reasonably, executed by the Nominee and by the Designated Person for and on behalf of itself and each of the Co-Owners, releasing the Operator from any liability, and the Co-Owners expressly acknowledge and agree that the Designated Person shall have the power and authority to deliver such release, without any further approval or authorization required from the Co-Owners;

(e) do all things necessary and execute all necessary documents to effect the change of shareholders of the Nominee as directed by the Designated Person; and

(f) otherwise co-operate and assist to carrying out and giving effect to each of the actions set out in Section 10(a), (b), (c), (d) and (e) above.

The Operator may at any time and from time to time by notice in writing, substantially in the form annexed hereto as Schedule "3" (the "**Notice Requisitioning a Special Resolution**") to all Co-Owners, request the Co-Owners to consider and approve any matter relating to the Property requiring a Special Resolution pursuant to the terms of this Agreement. The Notice Requisitioning a Special Resolution shall specify with reasonable detail the matter to be considered and approved by Special Resolution.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning a Special Resolution with respect to any matter relating to the Property, including any matter requiring a Special Resolution pursuant to this Agreement. If the Operator fails to deliver such Notice Requisitioning a Special Meeting within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the Notice Requisitioning a Special Resolution which the Operator failed to deliver within the time provided in this Section 10 for the Operator to do so.

11. CO-OWNERS RECORD AND TRANSFERS OF INTEREST

The Operator shall record and at all times maintain and keep up to date a record of the names, addresses and other contact information for the Co-Owners, and the Interest held by each of the Co-Owners as well as particulars of any Transfer of Interests (collectively, the "**Co-Owners Record**").

No Co-Owner shall sell, transfer, assign, mortgage, pledge, grant a security interest or otherwise encumber or dispose of its Interest in the Property (each, a "**Transfer**"), except in compliance with any applicable requirements of the *Securities Act* (Ontario) and any other applicable legislation and otherwise in accordance with the provisions of this Agreement, if and to the extent required.

A Co-Owner may Transfer an Interest or part thereof provided that such Co-Owner complies and satisfies each of the following conditions:

(a) the transferor first delivers to the Operator an original or notarial copy of the executed document or instrument effecting the Transfer which shall be in such form as may be acceptable to the Operator, acting reasonably;

(b) the transferee agrees in writing and in such form as may be acceptable to the Operator, to be bound by the terms of this Agreement and upon completion of the Transfer to

LV II87-LV II106-34752

assume the obligations of the transferor under this Agreement in respect of the Interest subject to the Transfer;

(c) the transferor delivers or causes to be delivered to the Operator a direction addressed to both the Nominee and the Operator, in form and substance satisfactory to the Operator and the Nominee, directing the Nominee to execute and deliver a Declaration of Trust for the Interest subject to the Transfer in favour of the transferee;

(d) the transferee pays such costs, expenses and disbursements, including legal fees, as are reasonably incurred by the Operator by reason of the Transfer;

(e) the transferee pays all applicable HST pursuant to the *Excise Tax Act*, and all applicable LTT pursuant to the *Land Transfer Tax Act*, and makes or causes to be made any and all necessary filings, payments and remittances within the time periods required therefor under the provisions of the *Excise Tax Act* and the *Land Transfer Tax Act* and the respective regulations thereunder;

(f) the transferor either provides the transferee with evidence reasonably satisfactory to the transferee that the transferring Co-Owner is not then a "non-resident" of Canada within the meaning of the *Income Tax Act* or provide the transferee with a certificate pursuant to subsection 116(2) of the *Income Tax Act* with a certificate limit in an amount not less than the purchase price for the Interest subject to the Transfer; provided that if such evidence or certificate is not forthcoming, the transferee shall be entitled to make the payment of tax required under section 116 of the *Income Tax Act* and to deduct such payment from the purchase price for the Interest subject to the Transfer;

(g) the transferee executes and delivers to the Operator a counterpart of the Agreement; and

(h) the transferor provides such other documents, agreements, acknowledgements and confirmations as may be required by the Operator or by law (including compliance by the transferring Co-Owner with the provisions of the *Securities Act* (Ontario) if and to the extent applicable).

When a transferee of an Interest is entitled to become a Co-Owner pursuant to the provisions hereof, the Operator will:

(i) record a Transfer of the Interest; and

(j) forward a Declaration of Trust to the transferee in respect of the Interest so transferred.

For the avoidance of doubt, a Transfer by Co-Owner may include a transfer into trust, in which case the terms "sale and purchase agreement", "Purchaser", "purchase", "purchased", and "sale", wherever such terms appear in this Agreement, shall be read so as to recognize that such Transfer is not a purchase and sale transaction between a Co-Owner and a purchaser but a transaction in the nature of a transfer into trust by the transferring Co-Owner to a trustee. Nothing in this Section 11 shall be construed to affect the provisions of Section 12 of this Agreement.

12. OPERATOR NOT BOUND TO SEE TO TRUST OR EQUITY

Other than pursuant to the terms of the Declaration of Trust, the Operator shall not be bound to see to the execution of any trust, express, implied or constructive, or any charge, pledge or equity to which any Interest is subject, or to ascertain or inquire whether any sale or transfer of any such Interest by any Co-Owner or by his personal representatives is authorized by such trust, charge, pledge or equity, or to recognize any person having any interest therein except for the person or persons recorded by the Operator as the Co-Owner.

LV II87-LV II106-34752

13. INCAPACITY, DEATH, INSOLVENCY OR BANKRUPTCY

Where a person becomes entitled to an Interest by incapacity, death, insolvency or bankruptcy of a Co-Owner or otherwise by operation of law, in addition to the requirements of Section 11 hereof, that person will not be recorded as or become a Co-Owner until:

(a) he produces evidence satisfactory to the Operator of such entitlement; and

(b) he has delivered such other evidence, approvals and consents in respect of such entitlement as the Operator may require and as may be required by applicable law or by this Agreement.

14. DECLARATIONS OF TRUST

A separate Declaration of Trust shall be executed and delivered by the Nominee to each Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of a Co-Owner to the extent of the Co-Owner's Interest. Provided that the Transfer of an Interest has been effected in accordance with the provisions of Section 11 of this Agreement, a separate Declaration of Trust shall be executed and delivered by the Nominee to each transferee Co-Owner of an Interest from a transferring Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of the transferee Co-Owner to the extent of such Co-Owner's Interest.

15. LOST DECLARATIONS OF TRUST

Where a Co-Owner by notice in writing advises the Operator that the Declaration of Trust with respect to such Co-Owner's Interest has been defaced, lost or destroyed or wrongly taken, the Operator may cause a new Declaration of Trust to be issued, provided that the Co-Owner files with the Operator an indemnity in such form as is satisfactory to the Operator to indemnify the Operator, the Nominee and the other Co-Owners from any loss, cost, liability or damages that it or they may incur or suffer by complying with the request to issue a new Declaration of Trust, and provided further that the Co-Owner satisfies all other reasonable requirements of the Operator, including delivery of a form of proof of loss.

16. BOOKS AND RECORDS AND FINANCIAL REPORTS

The Operator will keep or cause to be kept on behalf of the Co-Owners at the Operator's principal place of business in Ontario:

(a) full and accurate books of account and records of all financial transactions relating to the Property including, without limitations, the receipts and expenditures relating to the Property and the Concept Planning Fund;

(b) the Co-Owners Record setting out the name and address of each Co-Owner; and

(c) copies this Agreement and all counterparts.

At any time upon 10 Business Days written notice to the Operator a Co-Owner may request the Operator to examine any of the documents noted in clauses (a) and (b) above at the office of the Operator and may take copies thereof provided that such requesting Co-Owner pays the reasonable cost to the Operator for making such copies, provided further that any such requesting Co-Owner shall have first provided an affidavit and undertaking, in form and substance satisfactory to the Operator, acting reasonably, duly sworn before a notary public or other individual authorized to administer oaths in the jurisdiction of residence of the

LV II87-LV II106-34752

Purchaser, stating: (aa) the name and address of such requesting Co-Owner, and that the Co-Owner is a Co-Owner; (bb) that the Co-Owners Record shall not be used by the requesting Co-Owner or any other person except in connection with a *bona fide* effort to influence the voting by Co-Owners on an Ordinary Resolution or a Special Resolution; (ccc) that the information so provided is subject to applicable privacy rules and regulations; (ddd) that none of the information provided pursuant to clause (a) above shall be disclosed by or on behalf of the requesting Co-Owner to any person who is not a Co-Owner, that such information is proprietary to the Operator and the Co-Owners, and that its disclosure could cause irreparable harm to the other Co-Owners and the Operator; (eee) that the requesting Co-Owner will not, directly or indirectly, offer for sale or purchase, or otherwise traffic in, a list or copy of a list of the Co-Owners or any information contained in the Co-Owners Record; (fff) the requesting Co-Owner acknowledges and agrees that in the event of a breach of any of the covenants, provisions and restrictions in affidavit, the Co-Owners' and Operator's remedy in the form of monetary damages may be inadequate and that the Operator, for itself and on behalf of the other Co-Owners, shall be authorized and entitled, in addition to all other rights and remedies available to it and them, to apply for and obtain from any court of competent jurisdiction interim and permanent injunctive relief and an accounting of all profits and benefits arising out of such breach; and (ggg) that the requesting Co-Owner shall indemnify and hold harmless the Operator and the Nominee and the other Co-Owners from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee or the other Co-Owners by reason of any breach by such requesting Co-Owner of any of the covenants, provisions and restrictions contained in the affidavit.

The Operator shall provide or cause to be provided to each Co-Owner not later than 120 days after the end of each calendar year, financial statements showing the financial results for the Property for such calendar year. The Operator shall retain, at the expense of the Co-Owners, an independent firm of chartered accountants qualified in Canada to prepare such financial statements. Such financial statements shall contain a balance sheet, and a statement of cash flows and shall be prepared in accordance with Canadian accounting standards for private enterprises ("**ASPE**") applicable to the real estate industry in Canada and applied on a consistent basis from year to year. The financial statements shall not be required to be audited unless the Co-Owners by Ordinary Resolution require audited financial statements. For greater certainty, the funds in the Concept Planning Fund are hereby recognized as being the funds of the Operator, not of the Co-Owners.

17. AMENDMENT OF AGREEMENT

This Agreement may be amended in writing on the initiative of the Operator with the consent of the Co-Owners given by Ordinary Resolution. Notwithstanding the foregoing, the Operator may, without any prior notice to or consent from the Co-Owners amend any provision of this Agreement from time to time:

(a) to cure an ambiguity or to correct or supplement any provision contained herein which, in the reasonable opinion of the Operator, may be defective or inconsistent with any other provision contained herein, and with respect to which the cure, correction or supplemental provision does not and will not adversely affect the Interests of the Co-Owners; or

(b) to make such other provisions in regard to matters or issues relating to or arising under this Agreement which, in the reasonable opinion of the Operator, do not and will not adversely affect the Interests of the Co-Owners.

LV II87-LV II106-34752

The Operator agrees to inform the Co-Owners by written notice within 60 days following the effective date of an amendment to this Agreement and provide copies of the amending agreement within the said 60 days.

18. PLANNING ACTIVITIES AND CONCEPT PLANNING FUND

As agent for the Vendor, the Operator shall deposit an amount equivalent to the Concept Planning Fund Contribution (as such term is defined in each Sale and Purchase Agreement) received by the Vendor under every completed Sale and Purchase Agreement into a single, segregated account (the "**Concept Planning Fund**") to be in the name of the Operator and to be used by the Operator solely for the purpose of paying the costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities, and those costs and expenses enumerated in Section 6(j) of this Agreement.

The Concept Planning Fund is intended to be a deposit account. Each Co-Owner's respective proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Co-Owner following completion of the sale of the Property. Each Co-Owner's share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of this Agreement) will be paid by the Co-Owner and deducted from his proportionate share of any sale proceeds receivable by him, if and when the Property is sold or otherwise disposed of. Each Co-Owner hereby irrevocably authorizes and directs the Operator to withhold from his proportionate share of any amounts otherwise receivable by it under this Agreement the amount of any such shortfall, and to pay such amount to the Operator.

The Operator shall keep proper and accurate records and details of all expenses paid out of the Concept Planning Fund, and at the request of the Vendor, provide access to the Vendor's representatives to such records and details of expenses to permit the Vendor to satisfy itself that such expenses were paid in accordance with the provisions of this Agreement.

The Operator shall prepare, perform and take or cause to be prepared, performed and taken all Planning Activities as it determines in its reasonable discretion are necessary for and on behalf of the Co-Owners including, without limitation, the following:

(a) surveys and concept plans in connection with the rezoning of the Property;

(b) in the reasonble discretion of the Operator, engage all consultants and professionals including, without limitation, legal counsel with respect to rezoning of the Property or any other Planning Activities;

(c) enter into or request the Nominee to enter into and deliver any documents, consent, acknowledgements or agreements including, without limitation, easements, rights in the nature of an easement, transfers, undertakings, applications, appeals and/or any other similar or related agreements or documents which may be required in the reasonable discretion of the Operator in connection with the Planning Activities;

(d) pay for all costs and expenses associated with Planning Activities, municipal property taxes and the cost of maintaining the Property, out of the Concept Planning Fund, and if insufficient, out of additional funds provided by the Co-Owners; and

(e) keep detailed records and accounts for or pertaining to the Planning Activities.

LV II87-LV II106-34752

If the amount set aside in the Concept Planning Fund is not sufficient to defray all costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities and those costs and expenses enumerated in Section 6(j) of this Agreement, the Operator, in the exercise of its absolute discretion, and without the approval of the Co-Owners, may advance to the Co-Owners an amount or amounts on account of such shortfall to a maximum of 5% of the aggregate purchase prices paid by all Co-Owners for their respective Interests(collectively, the "**Initial Advance**"). The Initial Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance made to the Co-Owners out of the proceeds of the sale of the Property.

If the cost of Planning Activities exceeds the combination of the Concept Planning Fund and the Initial Advance, the Operator, as it deems necessary in the exercise of its absolute discretion but subject to the approval of the Co-Owners by way of an Ordinary Resolution, may advance to the Co-Owners additional amounts as may be required for such purposes (collectively, the "**Additional Advance**"). The Additional Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, after repayment of the Initial Advance, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance and the Additional Advance made to the Co-Owners out of the proceeds of the sale of the Property.

19. SALE OF THE PROPERTY

Any offer to purchase the Property received by the Operator or the Nominee, which the Operator deems acceptable (the "**Offer**") shall be presented to all of the Co-Owners for consideration and if approved by an Ordinary Resolution such Offer shall be accepted by the Nominee and such acceptance shall be binding upon all of the Co-Owners. Any sale of the Property by the Nominee resulting from an Offer the acceptance of which was approved by an Ordinary Resolution of the Co-Owners shall be deemed to include the sale by the Co-Owners of the Interests.

The Co-Owners hereby agree that Operator shall have the right, exercisable by notice in writing to the Co-Owners within 30 days after the Co-Owners have passed an Ordinary Resolution to accept the Offer, to purchase the Property at the same price and on the same terms and conditions as are contained in the Offer approved by Ordinary Resolution of the Co-Owners.

If the Operator fails to provide the notice exercising its right to purchase the Property on the same terms and conditions as are contained in the Offer within the said 30 days, then the Nominee shall accept the Offer and complete the transaction with the party that made the Offer the acceptance of which was approved by Ordinary Resolution of the Co-Owners.

20. HST AND LTT

Each of the Co-Owners hereby authorizes the Operator to make any and all filings, payments and/or remittances for HST with respect to the purchase by each Co-Owner of his respective Interest and any other payments of HST applicable to the services provided to the Nominee or in respect of the Property or the Interest of a Co-Owner.

Each Co-Owners hereby authorizes the Operator to carry out any HST reporting or filing obligations that are required in respect of the Interests or the Property. Such authority shall

LV II87-LV II106-34752

include the execution of any documents that have to be or which may be advisable to be executed under the *Excise Tax Act*. The Operator shall to the extent required under the *Excise Tax Act* make and satisfy all filing and reporting obligations of a Co-Owner with respect to the Interest of the Co-Owner and shall provide each Co-Owner with copies of such filings and reports.

Each of the Co-Owners hereby authorizes the Operator to make any and all filings payments and/or remittances, from funds provided by the Co-Owner, relating to LTT arising from the purchase by each Co-Owner from the Vendor of his respective Interest in the Property. For greater certainty, each of the Co-Owners hereby authorizes the Operator on behalf of the Co-Owner and with the Co-Owner's funds to make any and all payments, remittances and filings under the provisions of the *Land Transfer Tax Act* relating to LTT and within the time period required therefor under the *Land Transfer Tax Act*, arising from the acquisition and/or ownership of the Interest. The Operator shall provide each Co-Owner with copies of such filings and evidence of the payments and remittances upon the written request of a Co-Owner.

21. POWER OF ATTORNEY

Each Co-Owner hereby nominates, constitutes and appoints each of the Operator and the Nominee, acting alone or together, with full power of substitution, as his true and lawful attorney and agent with full power and authority in his name, place and stead, for his use and benefit, to do the following, as fully and effectually as the Co-Owner could do if personally performed including, without limitation:

(a) execute and deliver all such documents or instruments on behalf of and in the name of the Co-Owners, or any of them, as may be deemed necessary by the Operator to carry out fully the provisions of this Agreement in accordance with its terms;

(b) execute, swear to, acknowledge, deliver, file and/or remit to or with the Ministry of Finance (Ontario) pursuant to the *Land Transfer Tax Act*, as amended, all necessary returns and payment or remittances in connection with the acquisition by the Co-Owners of their respective Interests in the Property;

(c) execute, acknowledge, deliver and file and/or remit to or with the CRA, all necessary instruments, declarations, certificates and other documents, and remittances relating to HST;

(d) execute, acknowledge, deliver and file as and where required any election made pursuant to subsection 273(1) of the *Excise Tax Act* as contemplated in each Purchase Agreement;

(e) execute and deliver all conveyances, agreements, documents and other instruments pertaining to the sale, development, redevelopment, financing, refinancing or leasing of the Property as the Operator determines in its sole discretion is in the best interests of the Co-Owners, and as permitted by this Agreement or authorized by Ordinary Resolution or Special Resolution of the Co-Owners; and

(f) execute, acknowledge, deliver and file any and all CRA non-resident personal income tax returns.

Each Co-Owner acknowledges and confirms that the power of attorney granted herein is made pursuant to the *Powers of Attorney Act* (Ontario) and is a power coupled with an interest, will survive the death, disability or other legal incapacity of the Co-Owner and will survive the assignment (to the extent of the Co-Owner's obligations hereunder) by the Co-Owner of the whole or any part of his Interest and extends to the heirs, executors, administrators, successors

LV II87-LV II106-34752

and assigns of the Co-Owner and may be exercised by the Operator or the Nominee, acting alone or together, executing on behalf of the Co-Owners, or any of them, any instrument, by listing all of the Co-Owners to be bound by such instrument with a single signature as attorney and agent for all of them, or otherwise. Each of the Co-Owners agrees to be bound by any representations and actions made or taken in good faith and in accordance with the terms of this Agreement by the Nominee and/or the Operator pursuant to such power of attorney in accordance with the terms hereof and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the Nominee or the Operator taken in good faith under such power of attorney. The Operator shall, at the written request of a Co-Owner, provide such Co-Owner with copies of any of the documents or instruments executed, sworn, delivered, acknowledged or remitted by the Operator for and on behalf of that Co-Owner only under the power of attorney provided for in this Section 21.

22. INDEMNIFICATION

Each of the Co-Owners hereby agrees, severally and not jointly or jointly and severally, to indemnify and hold harmless the Operator and the Nominee from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee, or by any one or more attorneys appointed by it or them under the power to substitute pursuant to the power of attorney provision contained in Section 21 above, by reason of acts, omissions or alleged acts or omissions arising out of the activities of the Operator or the Nominee on behalf of the Co-Owners or in furtherance of the Interests of the Co-Owners but only if the acts, omissions or the alleged acts or omissions in respect of which any actual or threatened action, proceeding or claim are based, were performed in good faith and in accordance with the Agreement.

23. VENDOR'S RIGHT TO RETAIN AN INTEREST

The Co-Owners acknowledge and agree that the Vendor has the right, but not the obligation, to retain an undivided beneficial Interest in the Property (a "**Retained Interest**"), to whatever extent it wishes, and the Vendor to the extent of any such Retained Interest shall for the purposes of this Agreement be a Co-Owner and be deemed to be bound by this Agreement. The Vendor may at any time and from time to time Transfer and assign all or any part of such Retained Interest to any person or persons it deems appropriate and upon such Transfer or assignment, the assignee or transferee thereof shall execute a counterpart of this Agreement and shall be a Co-Owner to the extent of the Retained Interest so transferred or assigned.

24. COMPETING INTERESTS

Each of the Co-Owners and the Operator is entitled, without the consent of any of the others of them, to own property and to carry on any business or activity whatsoever, whether of the same or different nature as that owned by or carried on by any of them, and whether or not in competition with the Interests, the Property or any activity carried on by any of them, and neither any Co-Owner nor the Operator shall be liable to account to any of the other of them.

25. NOTICES

Any notice or communication required or permitted to be given to the Nominee, the Vendor, the Operator or the Co-Owners hereunder shall be in writing and shall be given by delivery or by mailing to same to be addressed as follows:

(a) To the Nominee, the Vendor or the Operator, at its respective mailing address provided in Section 4 above.

LV II87-LV II106-34752

(b) To each Co-Owner at his last address shown on the Co-Owners Record maintained by the Operator.

Any notice or communication delivered as aforesaid shall be in the English language but may be accompanied by an unofficial translation and shall be deemed to have been given to the addressee on the day of delivery, if delivered by courier or, if mailed as aforesaid, shall be deemed to have been given to the addressee on the 10th Business Day following the mailing of such notice, provided that, for such purposes, no day during which there shall be a strike or other occurrence which shall interfere with normal mail services shall be considered a Business Day. If delivery of any notice or communication is made via fax, delivery shall be deemed to have been made on the day following the sending of the fax unless such day is not a Business Day, in which case delivery shall be deemed to have been made on the next Business Day.

26. FURTHER ACTS

The parties hereto agree to execute and deliver such further and other documents and to perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

27. BINDING EFFECT

Subject to the restrictions on Transfers herein contained, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and permitted assigns.

28. SEVERABILITY

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts, by original or facsimile signature, with the same affect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same agreement.

30. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, in the Country of Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

31. DISPUTE RESOLUTION

Any disputes, claims, disagreements, differences, (including, without limitation, interpretation, performance and enforcement) (collectively the "**Dispute**") that may arise between the Co-Owners or any of them and/or the Operator and/or the Nominee relating in any manner to this Agreement, the Property, or the Interests or any of them, shall attempted to be resolved by mediation and if such mediation is not successful, then by arbitration.

LV II87-LV II106-34752

Upon written demand of the Nominee, the Operator or the Co-Owners or any them and within 10 days after such demand, the parties shall attempt to appoint a mediator. If within such period of time they are unable to agree on a mediator, the Dispute shall be resolved by arbitration. If the parties to the Dispute are unable to agree upon a single arbitrator within 10 days after a demand has been made by any party to the Dispute to appoint a single arbitrator then, any party to the Dispute may apply, to a Justice of the Superior Court of Justice sitting in the City of Toronto, in the Province of Ontario, Canada for the appointment of an arbitrator.

The arbitration shall proceed in accordance with the provisions of the *Arbitration Act*, 1991 (Ontario) and any amendments or successor legislation thereto, which provisions shall apply *mutatis mutandis*. The arbitrator shall have the power to determine the procedure for the arbitration and to deliver his or her award notwithstanding the default by any party in respect of any procedural order made by the arbitrator.

The arbitrator shall proceed immediately to hear and determine the Dispute. The award of the arbitrator shall be made within 30 days after the appointment of the arbitrator, subject to any reasonable delay due to unforeseen circumstances. The award of the arbitrator shall be in writing and signed by the arbitrator, and shall be final and binding on the parties to the Dispute, not subject to any appeal, and the parties to the Dispute shall abide by the award and perform the terms and conditions thereof. The arbitration award shall deal with the costs of arbitration and all matters related thereto including the arbitrator's fees and expenses. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Unless otherwise mutually agreed, any mediation or arbitration of a Dispute shall take place in the Municipality of Metropolitan Toronto, in the Province of Ontario, in the Country of Canada.

32. NO INTENTION TO CREATE A PARTNERSHIP

The Co-Owners acknowledge, agree and declare that the entering into of this Agreement does not, and is not intended to, create a partnership, for any purpose. The Co-Owners further agree that nothing herein is to be construed as a limitation of the powers or rights of any Co-Owner to carry on its separate respective activities. Except for the Operator as contemplated in this Agreement, none of the Co-Owners shall have the right to bind any of the other Co-Owners, transact any business in any of the other Co-Owners names or on their behalf or incur any liability for or on behalf of any of the other Co-Owners. The Co-Owners agree that they shall each report their income or loss arising from the ownership of their Interests, for both accounting and income tax purposes, and to the applicable taxing authorities, as co-venture parties independent of one another, and not as partners in a partnership.

33. NO RIGHT TO PARTITION, ETC.

Each of the Co-Owners, by becoming a party to this Agreement, agrees and will be deemed to have agreed that he will not seek any remedy or right for the termination of this Agreement which would otherwise be available at law or in equity or for the termination of the co-ownership of the Property or which would otherwise be available pursuant to the *Partition Act*, R.S.O. 1980, c. 369,) and any amendments or successor legislation thereto, and each such Co-Owner shall be forever estopped from asserting otherwise and from seeking such remedy or right. In the event of any breach of the provisions of this Section 33 by a Co-Owner, the other Co-Owners and the Operator shall, in addition to all rights and remedies at law or in equity to which it is or they are otherwise entitled, be entitled to a decree or order

LV II87-LV II106-34752

perpetually restraining and enjoining such partition, application, action or other proceeding, and the first-mentioned Co-Owner shall not plead in defence thereto that there would be an adequate remedy at law, it being acknowledged by all the parties hereto that the injury and damages flowing from any such breach would be impossible to measure monetarily.

34. TIME

Time shall be of the essence of this Agreement.

35. REFERENCE DATE

This Agreement is dated for reference as of the 30TH day of August, 2012.

IN WITNESS WHEREOF this Agreement is executed with effect as of the day and year first above written.

EXECUTED this 27TH day of MAY, 2013 with effect as of the day and year first above written.

CO-OWNER

WITNESS

✓ Chiaki Hayashi

Signature of Witness

Print: CHIAKI HAYASHI

Signature of Co-Owner

Print: TORU FUKIAGE

LV II87-LV II106-34752

EXECUTED this 5TH day of JULY, 2013 with effect as of the day and year first above written.

LONDON VALLEY II INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

EXECUTED this 5TH day of JULY, 2013 with effect as of the day and year first above written.

TSI-LV II INTERNATIONAL CANADA INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

LV II CAPITAL MANAGEMENT INC.

EXECUTED this 5TH day of JULY, 2013 with effect as of the day and year first above written.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

SCHEDULE "1"

Legal Description of Property

Lands and premises located on 6172 Colonel Talbot Road fronting on the East side of Colonel Talbot Road, in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lots 58 & 57 ETR as in 422573; EXCEPT Part 11, 33R2972 and Part 1, 33R8976; "Description in 422573 may not be acceptable in the Future" London/Westminster

LV II87-LV II106-34752

SCHEDULE "2"

NOTICE OF REQUISITION OF ORDINARY RESOLUTION

By Co-Owners

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____, 201_ .

Witness	**Co-Owner**
_____	_____
Signature	Signature
Print: _____	Print: TORU FUKIAGE
Address: _____	Address: _____
_____	_____

Unit Identification No. LV II87-LV II106

By Operator

NOTICE IS HEREBY GIVEN that the undersigned requests the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned signed to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____ , 201__.

LV II CAPITAL MANAGEMENT INC.

Per: _____

Name:
Title:
I have authority to bind the Corporation.

Appendix 1

FORM OF ORDINARY RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____, 201__.

Witness	**Co-Owner**
_____	_____
Signature	Signature
Print: _____	Print: TORU FUKIAGE
Address: _____	Address: _____
_____	_____

Unit Identification No. LV II87-LV II106

Identification No. _____

SCHEDULE "3"

NOTICE OF REQUISITION OF SPECIAL RESOLUTION

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners to approve the Special Resolution attached hereto as Appendix I **by no later than** the _____ day of _____ , 201__ (the "**Return Date**"). If the form of Special Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Special Resolution.

Dated the _____ day of _____ , 201__.

Witness		**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: TORU FUKIAGE
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV II87-LV II106

Identification No. _____

Appendix I

FORM OF SPECIAL RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____ , 201__.

Witness		**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: TORU FUKIAGE
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV II87-LV II106

Identification No. _____

DECLARATION OF TRUST

Cert. No. LV_II_JP_7ffb4e0ece07869880d51662a2234143

Interest: 20/620TH

ID. 34752 UDI. LV II87-LV II106

This is to certify that TORU FUKIAGE is the owner of an undivided beneficial 20/620TH interest (the "Interest") in the real property located on 6172 Colonel Talbot Road fronting on the East side of Colonel Talbot Road, in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lots 58 & 57 ETR as in 422573; EXCEPT Part 11, 33R2972 and Part 1, 33R8976; "Description in 422573 may not be acceptable in the Future" London/ Westminster (the "Property") and that London Valley II Inc., as the registered holder of title to the Property, declares and acknowledges that it is holding title to the Property in trust for and on behalf of TORU FUKIAGE, to the extent of the Interest.

Reference is made to the co-owners agreement (the "Agreement") dated for reference as of the 30TH day of August, 2012 among the owner of the Interest named in the within Declaration of Trust, London Valley II Inc. TSI-LV II International Canada Inc., LV II Capital Management Inc. and all other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of the Agreement. The Agreement provides for certain rights and obligations of the owners of undivided beneficial interest in the Property.

This Declaration of Trust and the Interest represented hereby are not transferable by delivery but only by the registered holder hereof, or by his agent duly authorized in writing, upon compliance with the provisions of the Agreement, including delivery to TSI-LV II International Canada Inc. at its principal office in Mississauga, Ontario, of this Declaration of Trust together with a duly executed transfer of beneficial interest in the form required by TSI-LV II International Canada Inc.

IN WITNESS WHEREOF London Valley II Inc. and TSI-LV II International Canada Inc. have caused this Declaration of Trust to be signed by its duly authorized officers this 5TH day of JULY, 2013.

LONDON VALLEY II INC.

Per: _____

Name:
Title:
I/We have authority to bind the Corporation

TSI-LV II INTERNATIONAL CANADA INC.

Per: _____

Name:
Title:
I/We have authority to bind the Corporation

THIS IS **EXHIBIT "Z"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

Ontario ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND REGISTRY OFFICE #33

08207-0207 (LT)

PREPARED FOR Alexandra01
ON 2025/02/21 AT 07:46:52

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

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

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
DIVISION FROM 08207-0059

PIN CREATION DATE:
2022/06/21

OWNERS' NAMES
LONDON VALLEY II INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2022/06/21 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 1992/09/14 **						
195932	1964/04/03	BYLAW				C
33R8976	1989/08/28	PLAN REFERENCE				C
ER842023	2012/08/30	TRANSFER		PANTER, SHIRLEY MARGARETE PANTER, VICTOR EDWARD	LONDON VALLEY II INC.	C
ER1418350	2021/11/08	CERTIFICATE		*** DELETED AGAINST THIS PROPERTY *** THE CORPORATION OF THE CITY OF LONDON		
REMARKS: TAX ARREARS						
ER1498276	2022/11/03	APL (GENERAL)		*** COMPLETELY DELETED *** THE CORPORATION OF THE CITY OF LONDON		
REMARKS: ER1418350						

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

THIS IS **EXHIBIT "AA"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

乙第７号証⑥

UNIT IDENTIFICATION NO. LV III134-LV III153

AGREEMENT OF SALE AND PURCHASE dated the 11TH day of JANUARY, 2013,

BETWEEN

HIRONORI KOBAYASHI,

Identification:DRIVER'S LICENSE (528701029170)

Address: 413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Phone Number: 81-776-27-5321

(hereinafter referred to as the "**Purchaser**")

-and-

TSI-LV III INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario,

(hereinafter referred to as the "**Vendor**");

-and-

LONDON VALLEY III INC.,
a corporation incorporated under the laws of the Province of Ontario

(hereinafter referred to as the "**Nominee**")

WHEREAS:

A. The Vendor is the beneficial owner of an undivided interest in a parcel of land described in Schedule "B" annexed to this Agreement (the "**Property**") and title to which Property is registered in the name of the Nominee.

B. The Vendor is engaged in the business of land banking, the prime focus of which is to locate and purchase raw land and to endeavour to rezone the land through the applicable land development process to an approved use determined by the Vendor to be suitable and appropriate in all of the circumstances, and to thereby enhance the value of the land.

C. The Purchaser acknowledges that rezoning of the Property is uncertain and may take many years to achieve, often six years or longer, and that there can be no assurance that rezoning will be obtained, or if obtained, to permit for such use or uses as were requested and/or otherwise on terms and conditions that are satisfactory.

D. The Vendor may from time to time sell undivided beneficial interests in the Property to various purchasers.

E. The Purchaser acknowledges that real estate investments are generally subject to various risks, including a lack of liquidity, the highly competitive nature of the real estate industry, changes in general economic conditions (such as the availability and cost of mortgage funds), conditions of supply and demand for any particular type of real estate in the particular area, government regulations and changes thereto (including uncertainties and delays in zoning, subdivision and development regulatory approval processes, taxation of

LV III134-LV III153-33483

property and environmental legislation), changes in governments and the political environment in the jurisdiction where the real estate is located, and sensitivity to interest rates, among other factors.

F. The Purchaser acknowledges having had the opportunity to review this Agreement and its schedules with its advisors and to conduct such due diligence investigations as the Purchaser deemed appropriate with respect to all matters pertaining to the Property and to the Vendor.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. SALE OF UNDIVIDED BENEFICIAL INTEREST IN LAND

1.1 The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser a 20/322ND undivided beneficial interest in the Property (the "**Purchaser's Land Interest**").

1.2 The Purchaser's Land Interest will be identified by the following designated identification number: LV III134-LV III153

2. . PURCHASE PRICE

2.1 The Purchaser shall pay the aggregate sum of Ten Thousand Dollars of lawful money of Canada (C$10,000) for each 1/322ND undivided beneficial interest in the Property upon execution of this Sale and Purchase Agreement, of which Nine Thousand Five Hundred Dollars (C$9,500) of lawful money of Canada will be paid on account of the purchase price for such interest, and Five Hundred Dollars (C$500) of lawful money of Canada will be paid into a segregated account known as the "Concept Planning Fund" (the "**Concept Planning Fund**") to be used to defray costs, expenses and fees to be incurred in connection with the Property, as more particularly hereinafter described and as described in the Co-Owners Agreement (as such term is hereinafter defined).

2.2 The Purchaser hereby agrees to purchase the Purchaser's Land Interest for a total purchase price of ONE HUNDRED NINETY THOUSAND DOLLARS ONLY of lawful money of Canada (C$190,000.00) (the "**Purchase Price**"), and to pay the amount of TEN THOUSAND DOLLARS ONLY of lawful money of Canada (C$10,000.00) into the Concept Planning Fund (the "**Concept Planning Fund Contribution**"). All references in this Agreement to payments of money being made shall mean lawful money of Canada.

2.3 The Purchase Price excludes applicable harmonized sales tax (the "**HST**") pursuant to the *Excise Tax Act*, R.S.C. 1985, c E-15, as amended (the "**ETA**") and the Purchaser agrees to pay the HST in addition to the Purchase Price and the Concept Planning Fund Contribution, unless the Purchaser has obtained and inserted (or instructed to be inserted) its HST registration number set forth below on the signing page of this Agreement, below its signature, prior to acceptance of this Agreement by the Vendor, in which case the Purchaser hereby represents and warrants that it is a registrant for HST purposes under the provisions of the ETA, under such registration number.

2.4 Included in the Purchase Price and the Concept Planning Fund Contribution, the Purchaser shall be responsible for the payment of land transfer tax ("**LTT**") under

22. LAWS AND JURISDICTION-ONTARIO

22.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

23. CAPTIONS

23.1 The captions of the sections of this Agreement are for convenience only and do not amplify or limit in any way the provisions hereof.

24. EFFECT OF PARTIAL INVALIDITY ON THIS AGREEMENT

24.1 In the event that any provision of this Agreement is illegal, void or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

25. FACSIMILE DOCUMENTS

25.1 The parties agree to accept facsimile executed documents, including Closing Documents, as if they were originally signed documents.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SET OUT BELOW.

WITNESSED BY:

DATE OF EXECUTION: 2013-01-11

THE PURCHASER

CHIAKI HAYASHI	HIRONORI KOBAYASHI
Print Name of Witness	Print Name of Purchaser
✓ SIGN HERE AS WITNESS Chiaki Hayashi	SIGN HERE AS PURCHASER ★
Signature of Witness	Signature of Purchaser
Witness Identification Number	HST Number: 80496 0508 RT0001

LV III134-LV III153-33483

✓

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DATE OF EXECUTION: 2013-3-1
THE VENDOR:
TSI-LV III INTERNATIONAL CANADA INC.

Per:

Name:
Title:
HST Number: 82120 1902 RT0001

I/We have the authority to bind the Corporation.

DATE OF EXECUTION: 2013-3-1

THE NOMINEE:
LONDON VALLEY III INC.

Per:

Name:
Title:
I/We have the authority to bind the Corporation.

乙第７号証⑦

UNIT IDENTIFICATION NO. LV III154-LV III173

AGREEMENT OF SALE AND PURCHASE dated the 11TH day of JANUARY, 2013,

BETWEEN

MIZUE FUKIAGE,

Identification: DRIVER'S LICENSE (528500942092)

Address: 501 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Phone Number: 81-776-28-6655

(hereinafter referred to as the "**Purchaser**")

-and-

TSI-LV III INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario,

(hereinafter referred to as the "**Vendor**");

-and-

LONDON VALLEY III INC.,
a corporation incorporated under the laws of the Province of Ontario

(hereinafter referred to as the "**Nominee**")

WHEREAS:

A. The Vendor is the beneficial owner of an undivided interest in a parcel of land described in Schedule "B" annexed to this Agreement (the "**Property**") and title to which Property is registered in the name of the Nominee.

B. The Vendor is engaged in the business of land banking, the prime focus of which is to locate and purchase raw land and to endeavour to rezone the land through the applicable land development process to an approved use determined by the Vendor to be suitable and appropriate in all of the circumstances, and to thereby enhance the value of the land.

C. The Purchaser acknowledges that rezoning of the Property is uncertain and may take many years to achieve, often six years or longer, and that there can be no assurance that rezoning will be obtained, or if obtained, to permit for such use or uses as were requested and/or otherwise on terms and conditions that are satisfactory.

D. The Vendor may from time to time sell undivided beneficial interests in the Property to various purchasers.

E. The Purchaser acknowledges that real estate investments are generally subject to various risks, including a lack of liquidity, the highly competitive nature of the real estate industry, changes in general economic conditions (such as the availability and cost of mortgage funds), conditions of supply and demand for any particular type of real estate in the particular area, government regulations and changes thereto (including uncertainties and delays in zoning, subdivision and development regulatory approval processes, taxation of

LV III154-LV III173-33489

property and environmental legislation), changes in governments and the political environment in the jurisdiction where the real estate is located, and sensitivity to interest rates, among other factors.

F. The Purchaser acknowledges having had the opportunity to review this Agreement and its schedules with its advisors and to conduct such due diligence investigations as the Purchaser deemed appropriate with respect to all matters pertaining to the Property and to the Vendor.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. SALE OF UNDIVIDED BENEFICIAL INTEREST IN LAND

1.1 The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser a 20/322ND undivided beneficial interest in the Property (the "**Purchaser's Land Interest**").

1.2 The Purchaser's Land Interest will be identified by the following designated identification number: LV III154-LV III173

2. . PURCHASE PRICE

2.1 The Purchaser shall pay the aggregate sum of Ten Thousand Dollars of lawful money of Canada (C$10,000) for each 1/322ND undivided beneficial interest in the Property upon execution of this Sale and Purchase Agreement, of which Nine Thousand Five Hundred Dollars (C$9,500) of lawful money of Canada will be paid on account of the purchase price for such interest, and Five Hundred Dollars (C$500) of lawful money of Canada will be paid into a segregated account known as the "Concept Planning Fund" (the "**Concept Planning Fund**") to be used to defray costs, expenses and fees to be incurred in connection with the Property, as more particularly hereinafter described and as described in the Co-Owners Agreement (as such term is hereinafter defined).

2.2 The Purchaser hereby agrees to purchase the Purchaser's Land Interest for a total purchase price of ONE HUNDRED NINETY THOUSAND DOLLARS ONLY of lawful money of Canada (C$190,000.00) (the "**Purchase Price**"), and to pay the amount of TEN THOUSAND DOLLARS ONLY of lawful money of Canada (C$10,000.00) into the Concept Planning Fund (the "**Concept Planning Fund Contribution**"). All references in this Agreement to payments of money being made shall mean lawful money of Canada.

2.3 The Purchase Price excludes applicable harmonized sales tax (the "**HST**") pursuant to the *Excise Tax Act*, R.S.C. 1985, c E-15, as amended (the "**ETA**") and the Purchaser agrees to pay the HST in addition to the Purchase Price and the Concept Planning Fund Contribution, unless the Purchaser has obtained and inserted (or instructed to be inserted) its HST registration number set forth below on the signing page of this Agreement, below its signature, prior to acceptance of this Agreement by the Vendor, in which case the Purchaser hereby represents and warrants that it is a registrant for HST purposes under the provisions of the ETA, under such registration number.

2.4 Included in the Purchase Price and the Concept Planning Fund Contribution, the Purchaser shall be responsible for the payment of land transfer tax ("**LTT**") under

22. LAWS AND JURISDICTION-ONTARIO

22.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

23. CAPTIONS

23.1 The captions of the sections of this Agreement are for convenience only and do not amplify or limit in any way the provisions hereof.

24. EFFECT OF PARTIAL INVALIDITY ON THIS AGREEMENT

24.1 In the event that any provision of this Agreement is illegal, void or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

25. FACSIMILE DOCUMENTS

25.1 The parties agree to accept facsimile executed documents, including Closing Documents, as if they were originally signed documents.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SET OUT BELOW.

WITNESSED BY:

DATE OF EXECUTION: 2013-01-11

THE PURCHASER

CHIAKI HAYASHI	MIZUE FUKIAGE
Print Name of Witness	Print Name of Purchaser
✓ SIGNATURE OF WITNESS Chiaki Hayashi	SIGNATURE OF PURCHASER Mizue Fukiage ★
Signature of Witness	Signature of Purchaser
Witness Identification Number	HST Number: 82587 0934 RT0001

LV III154-LV III173-33489

✓

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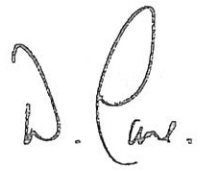
LV III154-LV III173-33489

DATE OF EXECUTION: 2013-3-8
THE VENDOR:
TSI-LV III INTERNATIONAL CANADA INC.

Per: 

Name:
Title:
HST Number: 82120 1902 RT0001

I/We have the authority to bind the Corporation.

DATE OF EXECUTION: 2013-3-8

THE NOMINEE:
LONDON VALLEY III INC.

Per:

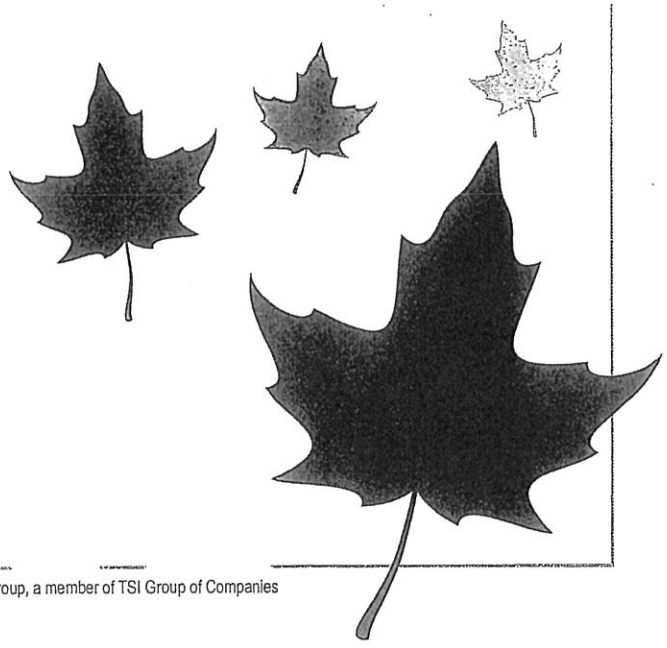
Name:
Title:
I/We have the authority to bind the Corporation.

乙第７号証⑧の１

TSI INTERNATIONAL

LONDON VALLEY III INC.

AKIKO KOBAYASHI



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GREEN BOX: Signature of Purchaser ★ YELLOW BOX: ✓ Signature of Witness

SALES & PURCHASE AGREEMENT

売買契約書

ORIGINAL

TSI International Group Inc.

1 Robert Speck Pkwy
Suite 960
Mississauga, Ontario
L4Z 3M3

Tel: 1-905-602-7463
Fax: 1-905-602-7460
www.tsi-international.com

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Table of Contents for Signatures
御署名欄　目次

TSI Documents (TSI の書類)

1. Risk Factors ---------- 1 Page
   リスク要因---------- 1 頁
   *(one client signature required) (ご署名 1 箇所)

2. Letter of Confirmation ---------- 1 Page
   確認書 ---------- 1 頁
   *(one client signature required) (ご署名 1 箇所)

3. Agreement of Sale and Purchase ---------- 9 Pages
   売買契約書 ---------- 9 頁
   *(one client signature required) (ご署名 1 箇所)

4. Schedule "A" – Purchaser(s) Particulars ---------- 1 Page
   スケジュール"A" 買主特記事項 ---------- 1 頁
   *(no client signature required) (ご署名の必要はありません)

5. Schedule "B" – Property and Nominee ---------- 1 Page
   スケジュール"B" 物件及び名義人 ---------- 1 頁
   *(no client signature required) (ご署名の必要はありません)

6. Schedule "C" – Co-Owners Agreement ---------- 1 Page
   スケジュール"C" 共同所有者契約書---------- 1 頁
   *(no client signature required) (ご署名の必要はありません)

7. Co-Owners Agreement ---------- 20 pages
   共同所有者契約書 ---------- 20 頁
   *(one client signature required) (ご署名 1 箇所)

8. Schedule "1" Legal Description of Property ---------- 1 Page
   スケジュール"1" 物件の法的記述 ---------- 1 頁
   *(no client signature required) (ご署名の必要はありません)

9. Schedule "2" Notice of Requisition of Ordinary Resolution---------- 1 Page
   スケジュール"2" 普通決議要請通知 ---------- 1 頁
   *(no client signature required) (ご署名の必要はありません)

10. Appendix "1" Form of Ordinary Resolution ---------- 1 Page
    別紙"1" 普通決議書 ---------- 1 頁
    *(no client signature required) (ご署名の必要はありません)

11. Schedule "3" Notice of Requisition of Special Resolution---------- 1 Page
    スケジュール"3"特別決議要請通知---------- 1 頁
    *(no client signature required) (ご署名の必要はありません)

12. Appendix I Form of Special Resolution ---------- 1 Page
    別紙"1"特別決議書 ---------- 1 頁
    *(no client signature required) (ご署名の必要はありません)

LV III104-LV III123,LV III220-LV III229-33408

Table of Contents for Signatures
御署名欄　目次

Government Documents (カナダ政府の書類)

13. Declaration Form and Schedule A ---------- 2 Pages
宣言書とスケジュール A ---------- 2 頁
*(two client signatures required) (ご署名 2 箇所)

14. CRA Authorization ---------- 1 Page
カナダ歳入庁授権委任状 ---------- 1 頁
*(one client signature required) (ご署名 1 箇所)

15. NR6 E － Undertaking to File an Income Tax Return by A Non-Resident -------- 5 Pages
NR6 E －　非居住者による所得税申告の申告保証書 ---------- 5 頁
*(one client signature required at Section 3 left side - 5sets)
(ご署名 1 箇所　セクション 3 左側-5 セット)

16. T1013E － Authorizing or Cancelling A Representative ---------- 2 Pages
T1013E －代理人の委任または解任 ---------- 2 頁
*(one client signature required) (ご署名 1 箇所)

17. T1261E – Individual Tax Number for Non-Residents ---------- 1 Page
T1261E –非居住者用納税者番号 ---------- 1 頁
*(one client signature required) (ご署名 1 箇所)

18. RC59 E －Business Consent Form ---------- 2 Pages
RC59 E －事業同意書 ---------- 2 頁
*(one client signature required – 2 sets) (ご署名 1 箇所- 2 セット)

19. RC1 E – Request For A Business Number (BN) ---------- 5 Pages
RC1 E –事業番号申請書 ---------- 5 頁
*(one client signature required) (ご署名 1 箇所)

20. Return on the Acquisition of a Beneficial Interest in Land ---------- 2 Pages
土地受益権取得申告書 ---------- 2 頁
*(one client signature required) (ご署名 1 箇所)

21. 3252D － Authorizing or Cancelling a Representative ---------- 1 Page
3252D － 代理人の委任または解任 ---------- 1 頁
*(one client signature required) (ご署名 1 箇所)

LV III104-LV III123,LV III220-LV III229-33408

1567

Document Summary
概要

TSI Documents

3. Agreement of Sale and Purchase
売買契約書

The Agreement of Sale and Purchase is a contract that clearly explains the structure of the purchase. It outlines specifically the terms and conditions of the purchase throughout the full term. This document should be read carefully.
「販売及び購入契約書」は、この購入の仕組みを明確に説明している契約書です。特に満期までの購入についての条件を明確に概説しています。この書類は、熟読の必要があります。

7. Co-Owners Agreement
共同所有者契約書

The Co-Owners agreement is a contract that clearly explains the structure of the purchase. It outlines specifically the terms and conditions of the purchase throughout the full term. This document should be read carefully.
「共同所有者契約書」は、この購入の仕組みを明確に説明している契約書です。特に満期までの購入についての条件を明確に概説しています。この書類は、熟読の必要があります。

Government Documents

13. Declaration Form and Schedule A
宣誓書とスケジュールA

Purchaser provides permission to TSI to file the tax returns on their behalf. The purchaser must indicate which tax code is most applicable.
購入者が、TSIに対し代理人として、税務申告の申請をする許可を与えるものです。購入者は、どの税務コードが最も当てはまるのか指摘する必要があります。

14. CRA Authorization
カナダ歳入庁授権委任状

Allows the Canada Revenue Agency (CRA) to discuss any matter pertaining to GST with authorized official TSI group.
カナダ歳入庁(CRA)に対し、委任を受けた機関としてのTSIグループと、物品税及びサービス税に関するあらゆる事柄の審議を許可するためのものです。

15. NR6 E - Undertaking to File an Income Tax Return by a Non-Resident
NR6 E -非居住者による所得税申告の申告保証書

This form must be filed every year with the CRA. Since the land on the property is leased to a farmer, TSI must report this revenue to the CRA. However, this revenue is used for paying the property taxes along with property related expenses.
この書類は、毎年カナダ歳入庁へ申告するものです。所有地の居住施設は農家へのリースになっていますので、TSIは、歳入庁へこのリース収入に関する報告義務があります。しかし、この収入は所有地にかかる経費と共に固定資産税の支払いに使われています。

LV III104-LV III123,LV III220-LV III229-33408

Document Summary
概要

16. T1013 E – Authorizing or Cancelling A Representative
T1013 E – 代理人の委任または解任

This form provides permission for authorized officials of TSI to correspond with CRA on behalf of the purchaser.
この書類は、委任を受けた機関としてのTSIが,購入者の代理人として歳入庁と連絡等を取ることを許可するためのものです。

17. T1261 E – Individual Tax Number (ITN) for Non- Residents
T1261 E – 非居住者用納税者番号申請書

This form provides individual tax number for non-residential purchasers.
この書類は、カナダ国内に居住しない納税者(この場合は購入者-土地の所有者)が納税者番号を取得するための申請書です。

18. RC59 E – Business Consent Form
RC59 E – 事業同意書

This form provides permission for TSI authorized third party members to speak with CRA (pertaining to the purchase) on behalf of the purchaser. For example, this may include our accounting firm or solicitor.
この書類は、TSIが第三者に購入者を代表して国税局と(購入関連について)話すことを許可するものです。例えば、当社の会計事務所や事務弁護士がこれに該当します。

19. RC1 E – Request For A Business Number (BN)
RC1 E –事業番号申請書

This form is used to apply for a business number needed to file annual tax.
この書類は、毎年の納税に必要な事業番号申請のためのものです。

20. Return on the Acquisition of a Beneficial Interest in Land
土地受益権取得申告書

This form must be filed when purchaser purchased the property from TSI.
この書類は、土地購入者による納税申告のためのものです。

21. 3252D – Authorizing or Cancelling A Representative
3252D – 代理人の委任または解任

This form provides permission for authorized officials of TSI to correspond with Canadian Ministry of Revenue on behalf of the purchaser.
この書類は、委任を受けた機関としてのTSIが、購入者の代理人としてカナダ歳入庁と税務の取り扱いを行うことを許可するためのものです。

LV III104-LV III123,LV III220-LV III229-33408

1569

リスク要因

＜不動産評価＞
現在投資対象の土地は農業用地として使用されており、開発されていません。この土地の開発計画も特に無く、たとえ承認がおりても、開発のための企画案を所有者が共同で承認する必要があります。
不動産開発及び投資は、総じて景気に左右されます。土地単価評価額と販売もしくは開発見込みは、景気動向により、上下します。そのため、購入者の利益もかかる動向の影響を受ける可能性があります。

検討事項

現在、金利が歴史的に低いレベルとなっており、住宅及び商業開発の需要を刺激しています。さらに、借り入れ金利が低いため、一般的に、より大きな住宅を望むようになっています。従って、高級住宅の需要がこれまでになく高くなっています。加えて、今後15年間で200万人以上の人口増加が見込まれており、人口拡大に伴う雇用増加のため、ビジネスパークの開発が重要視されています。

＜非流動投資＞
不動産投資は相対的に非流動的な傾向があります。このような非流動性は、景気や個人的投資状況が変化し、速やかな土地売却を望んでも難しい場合があります。仮に購入者が清算を迫られても売却代金は、土地の長期評価額を下回る可能性があります。

検討事項

現在、この土地に対する流通市場はありません。しかし、カナダでは歴史的に見て、不動産価格は評価額を保ってきたか、または、急激に上昇してきました。日本では過去何年にも渡り、金利が0%と低迷していますので、多くの投資家が海外投資を行ってきました。さらに、人口の増加により開発用の土地の需要が増えています。そのため、このユニットが非流動的なままでも、急激な成長のため、評価額を維持していくものと思われます。

＜開発承認＞
土地開発には、地方自治体の区画再整備や諸々の承認が必要となります。このような承認を得るのに時として何ヶ月、もしくは何年もかかる場合があり、又、いずれのプロジェクトにおいても、必要な承認が下りるのかどうかは不確定要素となります。

検討事項

LV III は、土地用途予測にあわせた土地の区画整理と同様、公定計画修正の必要性があります。 LV IIIに隣接する土地はすでに同様の用途目的で認可が下り、現在開発が終了、あるいは、開発途中にあります。

＜政治及び経済情勢＞
ンタリオ州、厳密に言えば、大トロント地区の社会、経済、政治情勢はまずまずの安定感を示しています。しかし、州政府およびカナダ連邦政府が、土地評価に悪影響を与えるような政策実施を打ち出す可能性も考えられます。例えば、税制の見直し、区画併合手続きまたは、経済的、金融財政的その両方またはいずれか一方の政策などがこれに当てはまります。

検討事項

カナダは G8 のメンバー国で、国連による最も住みやすい国に過去8年間で7回選ばれています。トロントは正に国際的な都市で急速に拡大しています。北米第4位の人口を抱え、ローコストでの事業展開が可能です。また、北米第2位の自動車生産の中心地で、世界 169 カ国からの人々が移住し暮らしています。雇用も伸びを示し、多くの人々を引きつけています。トロント市は将来的にも活発な雇用の中心となっていくと思われます。

2013年　01月　15日

署名 Akiko Kobayashi ★ AKIKO KOBAYASHI

注：この日本語の翻訳は内容を理解しやすいようにする参照目的であって、正規の契約、書類ではありません。英文契約書及び英文書類の内容に忠実に翻訳してありますが、あくまでも英文契約書及び英文書類が法的に有効なものとなります。

LV III104-LV III123,LV III220-LV III229-33408

確認書

ティエスアイ・インターナショナル・グループ・インク御中

私/ 私たちは、ティエスアイ・インターナショナル・グループ・インクが企画した、ロンドン・バレー・インク III（LV III）の詳細について十分承知しています。

私/ 私たちは、ティエスアイ・インターナショナル・グループ・インクの英文パンフ レットを受け取り、この企画の担当者である＿＿＿＿＿＿＿＿＿＿氏から詳細を 聞き、契約条件について十分承知しています。

私/ 私たちは、ティエスアイ・インターナショナル・グループ・インクのロンドン・バレー・インク III（LV III）の投資を申し込み、300,000.00＿＿＿＿＿＿カナダドルの投資をすることを確認いたします。支払いは、下記の私の銀行口座から電信送金いたします。

（銀行名＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿）

（口座番号＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿）

私/ 私たちは、満期前に投資の売却を決定した場合、満期時に予想される受け取り評価額より低くなる可能性があることを承知しています。

1 私の職業は＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿＿です。
私の年間所得は、約＿＿＿＿＿百万円ですので、上記金額を投資するのは妥当だと思います。

2 私の経営する会社の資産は、約＿＿＿＿＿千万円ありますので、上記金額を投資するのは妥当だと思います。

2013 年　01 月　15日

署名 Akiko Kobayashi ★

AKIKO KOBAYASHI

LV III104-LV III123,LV III220-LV III229-33408

免責事項:この日本語の翻訳は内容を理解しやすいようにする参照目的であって、正規の契約、書類ではありません。英文契約書及び英文書類の内容に忠実に翻訳してありますが、あくまでも英文契約書及び英文書類が法的に有効なものとなります。

UNIT IDENTIFICATION NO. LV III104-LV III123,LV III220-LV III229

AGREEMENT OF SALE AND PURCHASE dated the 15TH day of JANUARY, 2013,

BETWEEN

AKIKO KOBAYASHI,

Identification: DRIVER'S LICENSE (527730357761)

Address: 413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Phone Number: 81-776-27-5321

(hereinafter referred to as the "**Purchaser**")

-and-

TSI-LV III INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario,

(hereinafter referred to as the "**Vendor**");

-and-

LONDON VALLEY III INC.,
a corporation incorporated under the laws of the Province of Ontario

(hereinafter referred to as the "**Nominee**")

WHEREAS:

A. The Vendor is the beneficial owner of an undivided interest in a parcel of land described in Schedule "B" annexed to this Agreement (the "**Property**") and title to which Property is registered in the name of the Nominee.

B. The Vendor is engaged in the business of land banking, the prime focus of which is to locate and purchase raw land and to endeavour to rezone the land through the applicable land development process to an approved use determined by the Vendor to be suitable and appropriate in all of the circumstances, and to thereby enhance the value of the land.

C. The Purchaser acknowledges that rezoning of the Property is uncertain and may take many years to achieve, often six years or longer, and that there can be no assurance that rezoning will be obtained, or if obtained, to permit for such use or uses as were requested and/or otherwise on terms and conditions that are satisfactory.

D. The Vendor may from time to time sell undivided beneficial interests in the Property to various purchasers.

E. The Purchaser acknowledges that real estate investments are generally subject to various risks, including a lack of liquidity, the highly competitive nature of the real estate industry, changes in general economic conditions (such as the availability and cost of mortgage funds), conditions of supply and demand for any particular type of real estate in the particular area, government regulations and changes thereto (including uncertainties and delays in zoning, subdivision and development regulatory approval processes, taxation of

LV III104-LV III123,LV III220-LV III229-33408

property and environmental legislation), changes in governments and the political environment in the jurisdiction where the real estate is located, and sensitivity to interest rates, among other factors.

F. The Purchaser acknowledges having had the opportunity to review this Agreement and its schedules with its advisors and to conduct such due diligence investigations as the Purchaser deemed appropriate with respect to all matters pertaining to the Property and to the Vendor.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. SALE OF UNDIVIDED BENEFICIAL INTEREST IN LAND

1.1 The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser a 30/322ND undivided beneficial interest in the Property (the "**Purchaser's Land Interest**").

1.2 The Purchaser's Land Interest will be identified by the following designated identification number: LV III104-LV III123,LV III220-LV III229

2. . PURCHASE PRICE

2.1 The Purchaser shall pay the aggregate sum of Ten Thousand Dollars of lawful money of Canada (C$10,000) for each 1/322ND undivided beneficial interest in the Property upon execution of this Sale and Purchase Agreement, of which Nine Thousand Five Hundred Dollars (C$9,500) of lawful money of Canada will be paid on account of the purchase price for such interest, and Five Hundred Dollars (C$500) of lawful money of Canada will be paid into a segregated account known as the "Concept Planning Fund" (the "**Concept Planning Fund**") to be used to defray costs, expenses and fees to be incurred in connection with the Property, as more particularly hereinafter described and as described in the Co-Owners Agreement (as such term is hereinafter defined).

2.2 The Purchaser hereby agrees to purchase the Purchaser's Land Interest for a total purchase price of TWO HUNDRED EIGHTY FIVE THOUSAND DOLLARS ONLY of lawful money of Canada (C$285,000.00) (the "**Purchase Price**"), and to pay the amount of FIFTEEN THOUSAND DOLLARS ONLY of lawful money of Canada (C$15,000.00) into the Concept Planning Fund (the "**Concept Planning Fund Contribution**"). All references in this Agreement to payments of money being made shall mean lawful money of Canada.

2.3 The Purchase Price excludes applicable harmonized sales tax (the "**HST**") pursuant to the *Excise Tax Act*, R.S.C. 1985, c E-15, as amended (the "**ETA**") and the Purchaser agrees to pay the HST in addition to the Purchase Price and the Concept Planning Fund Contribution, unless the Purchaser has obtained and inserted (or instructed to be inserted) its HST registration number set forth below on the signing page of this Agreement, below its signature, prior to acceptance of this Agreement by the Vendor, in which case the Purchaser hereby represents and warrants that it is a registrant for HST purposes under the provisions of the ETA, under such registration number.

2.4 Included in the Purchase Price and the Concept Planning Fund Contribution, the Purchaser shall be responsible for the payment of land transfer tax ("**LTT**") under

LV III104-LV III123,LV III220-LV III229-33408

the *Land Transfer Act*, R.S.O., c L.6. as amended (the "**LTTA**"), in the amount of TWO THOUSAND NINE HUNDRED THIRTY ONE DOLLARS AND THREE CENTS of lawful money of Canada (C$2,931.03).

2.5 The Purchaser covenants to pay, make and submit all necessary payments, filings and remittances within the time periods required therefor under the provisions of the ETA, if applicable, and the LTTA, and the regulations thereunder. The Purchaser hereby authorizes the Vendor on behalf of the Purchaser and with the Purchaser's funds, to make any and all payments, filings and remittances within the time periods required therefore under the provisions of the ETA relating to HST, if applicable, and under the provisions of the LTTA relating to LTT required to be made by the Purchaser arising from its acquisition of the Purchaser's Land Interest. While the Vendor agrees to assist the Purchaser in submitting such payments, remittances and filings, for greater certainty, nothing herein contained shall oblige the Vendor to make any payments or remittances from its own resources or funds and all such payments and remittances and filings shall be the Purchaser's obligation.

2.6 Funds in the Concept Planning Fund shall be applied towards defraying future costs of every nature and kind related to the Property, including property management costs, costs, fees, and services incurred in connection with planning activities, development submissions, subdivision applications, operational costs and all other activities and matters concerning or related to the Property, as determined by the Operator (as such term is defined in the Co-Owners Agreement) which would be incurred by or on behalf of the Purchaser as a Co-Owner. The Concept Planning Fund is intended to be a deposit account. The Purchaser's proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Purchaser following completion of the sale of the Property. The Purchaser's proportionate share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of the Co-Owners Agreement) will be paid by the Purchaser (in its capacity as a Co-Owner) and deducted from its proportionate share of any sale proceeds receivable by it, if and when the Property is sold or otherwise disposed of.

3. PAYMENT OF THE PURCHASE PRICE

3.1 The Purchaser hereby agrees that the Purchase Price, the Concept Planning Fund Contribution, and all other amounts due and payable hereunder, shall be paid to the Vendor on the Closing Date (as hereinafter defined). Following the Closing Date, the Vendor shall deliver the Concept Planning Fund Contribution to the Operator for deposit into the Concept Planning Fund.

3.2 All payments of the Purchase Price, the Concept Planning Fund Contribution, and such other amounts shall be made through the appointed agent (the "**Vendor's Agent**"), the Vendor's authorised agent and representative in the jurisdiction of residence of the Purchaser, and the Vendor hereby directs the Purchaser to make all such payments to the Vendor's Agent, who is authorised by the Vendor to acknowledge receipt of the Purchase Price and other amounts paid hereunder.

4. CLOSING DATE, DELIVERIES, COSTS, NON-MERGER

4.1 The date on which this Agreement is signed by the Purchaser and is accepted and signed by the Vendor and the Nominee shall be the "**Closing Date**". On the Closing Date, in addition to delivering the Purchase Price and this Agreement, the Purchaser agrees to deliver to the Vendor's Agent a copy of the Co-Owners Agreement signed by the Purchaser.

LV III104-LV III123,LV III220-LV III229-33408

4.2 Within ninety (90) days after the Closing Date, the Vendor agrees to deliver to the Purchaser the following documents (the "**Closing Documents**"):

(a) this Agreement, duly executed by the Vendor and the Nominee;

(b) a Declaration of Trust (as hereinafter defined), duly executed by the Nominee; and

(c) the Co-Owners Agreement (as hereinafter defined), duly executed by the Nominee and Operator (as therein defined).

4.3 The Vendor shall pay for the cost of drafting and/or settling the Closing Documents. The Vendor shall not be obligated to pay any other costs associated with the purchase of the Purchaser's Land Interest.

4.4 This Agreement shall be irrevocable by the Purchaser for a period of 120 days following its execution and delivery to the Vendor or the Vendor's Agent. This Agreement shall only become binding upon the Vendor and the Nominee following the Vendor and the Nominee having each accepted this Agreement as signified by its respective execution of this Agreement where indicated below.

4.5 All representations, warranties and covenants of the Purchaser as set out in this Agreement shall not merge upon closing but shall survive closing and the Closing Date.

5. VENDOR REPRESENTATIONS AND WARRANTIES

5.1 The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in completing the sale and purchase transaction contemplated in this Agreement:

(a) the Vendor is the beneficial owner of the Purchaser's Land Interest with good and marketable title thereto, subject to Section 6.1;

(b) registered title to the Property and beneficial title to the Purchaser's Land Interest shall be good and marketable and clear and free from all mortgages, charges and financial liens on the Closing Date;

(c) the Vendor has the right, power and authority to sell the Purchaser's Land Interest as contemplated in this Agreement;

(d) the Vendor is a corporation properly constituted and in good standing under the laws of the Province of Ontario and the laws of Canada applicable therein; and

(e) the Vendor is not now and on the Closing Date will not be a non-resident of Canada within the meaning of the *Income Tax Act* (Canada), R.S.C. 1985, c.1 (5th Supp.), as amended from time to time.

6. EASEMENTS, LIENS, REGISTERED AGREEMENTS

6.1 Other than any mortgage, charge or financial lien which the Vendor is required to discharge pursuant to this Agreement, registered title to the Property, and beneficial title to the Purchaser's Land Interest, shall be subject to all other liens and encumbrances registered

LV III104-LV III123,LV III220-LV III229-33408

on title to the Property on the Closing Date or which may be registered against the title to the Property after the Closing Date, including those registered in connection with the rezoning or development process relating to the Property, and including, without limitation, agreements with the applicable municipality or region, agreements with public regulated utilities, easements for the supply of domestic utility or telephone services to the Property or properties which are adjacent to the Property, easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the Property or its proposed development, other registered restrictions or covenants that run with the lands, and the restrictions and reservations in the Crown patent.

7. PURCHASER(S)' REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 The Purchaser represents and warrants to and covenants in favour of the Vendor as follows:

(a) there are no liens, mortgages, judgements, executions or other encumbrances, related to or attaching to the Purchaser's Land Interest or any part thereof;

(b) the Purchaser shall keep the Purchaser's Land Interest and every part thereof free and clear of all liens, mortgages, other encumbrances, judgements or executions. The Purchaser warrants and represents that all such liens, mortgages, judgements, executions other encumbrances, if any, shall be discharged and removed forthwith at the Purchaser's sole cost and expense and the Purchaser shall hold harmless the Vendor and all other beneficial owners of undivided interests in the Property from time to time against any and all claims, liabilities, actions, cause of actions, charges, demands and costs, including solicitors fees in connection therewith; and

(c) the Purchaser will not register or cause to be registered this Agreement, the Co-Owners Agreement, notice of this Agreement, notice of the Co-Owners Agreement, notice of the Purchaser's Land Interest, or any caution against title to the Property and the Purchaser shall forthwith remove and discharge any such registration at its costs and expense, failing which the Vendor may do so at the cost and expense of the Purchaser.

7.2 The foregoing warranties, representations and covenants of the Purchaser shall not merge on closing but shall survive closing and the Closing Date.

8. PURCHASER(S)' PARTICULARS, NATURE OF VESTING OF BENEFICIAL TITLE

8.1 The Purchaser agrees and confirms that the personal information provided in Schedule "A" annexed hereto is true, accurate and complete and agrees to inform the Vendor in writing forthwith of any change in any of the information therein provided.

8.2 If there is more than one person that comprises the Purchaser, then the Purchaser's Land Interest will be held as joint tenants with right of survivorship unless the box below is initialled by the Purchaser in which case the Purchaser's Land Interest will be deemed to be held as tenants-in-common, in the percentages noted therein.

LV III104-LV III123,LV III220-LV III229-33408

[ ] Purchaser elects to hold Purchaser's Land Interest as tenants- in -common and not as joint tenants, as follows: _____ as to ___%, _____ as to ____%.

9. PRESENT STATE AND CONDITION OF PROPERTY

9.1 The Purchaser hereby agrees that the purchase of the Purchaser's Land Interest is on an "as is, where is basis" with no representations or warranties whatsoever made by the Vendor, other than as expressly set out in this Agreement.

10. TITLE INSURANCE

10.1 The Nominee as registered owner of the Property obtained title insurance upon acquiring the Property (the "**Title Insurance Policy**") in such form and in such amount and with such stipulations, limitations and qualifications respecting coverage as it deemed appropriate.

11. NOMINEE AS BARE TRUSTEE; DECLARATION OF TRUST

11.1 The Purchaser acknowledges that the registered title to the Property is held by the Nominee, as nominee and bare trustee for the Vendor to the extent of its undivided beneficial interest in the Property, and as nominee and bare trustee for others to the extent of their respective undivided beneficial interests in the Property, and that on completion of the transaction herein contemplated the Nominee will hold the registered title to the Property to the extent of the Purchaser's Land Interest as nominee and bare trustee for the Purchaser and others to the extent of their respective undivided beneficial interests in the Property.

11.2 The mailing address of the Nominee for receiving notices shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee may change its mailing address from time to time by giving notice in writing to that effect pursuant to the notice provisions contained in the Co-Owners Agreement.

11.3 The Nominee agrees to execute and deliver to the Purchaser a declaration of trust (the "**Declaration of Trust**") wherein it will confirm that, from and after the Closing Date, it is holding the title to the Property for and on behalf of the Purchaser, to the extent of the Purchaser's Land Interest, in the place and stead of the Vendor.

11.4 The Purchaser acknowledges that the registered title to the Property shall at all times be in the name of the Nominee.

12. NO RIGHT TO USE, OCCUPY OR ACCESS

12.1 The Purchaser agrees that it hereby waives all rights of use, occupation and rights of access to the Property, and any part thereof, in order to facilitate the future rezoning and ultimate subdivision and re-development of the Property, for the benefit of all Co-Owners. The provisions of this Section 12 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date.

13. CO-OWNERS AGREEMENT

13.1 The Purchaser agrees that concurrent with its execution and delivery of this Agreement, the Purchaser shall execute and deliver the agreement or a counterpart of the co-

LV III104-LV III123,LV III220-LV III229-33408

owners agreement, a draft copy of which is annexed hereto as Schedule "C" (the "**Co-Owners Agreement**").

13.2 The Co-Owners Agreement shall govern, amongst other things, the following:

(a) the rights and obligations of the Purchaser, as owner and any other owners of undivided beneficial interests in the Property;

(b) any future sale, financing and/or development of the Property;

(c) procedures for consent and approvals by the Co-Owners (as such term is defined in the Co-Owners Agreement);

(d) appointing the Operator (as such term is defined in the Co-Owners Agreement) for and on behalf of the Co-Owners;

(e) the rights and obligations of the Operator of the Property;

(f) the obligation of the Nominee as registered holder of the title to the Property for an on behalf of the Co-Owners;

(g) the right to transfer or assign the Purchaser's Land Interest or any part thereof and the terms conditions to be satisfied with respect to any such assignment or transfer; and

(h) such other matters as are therein contained.

13.3 The Vendor shall not be obligated but shall have the right to retain an undivided beneficial interest in the Property to such extent as it may in its absolute discretion deem appropriate and thus be a co-owner thereof and with respect to such undivided beneficial interest it shall be subject to the terms of the Co-Owners Agreement and entitled to exercise the rights of a Co-Owner.

14. SUBDIVISION CONTROL PROVISIONS

14.1 The Vendor agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and this Agreement shall be effective to create an interest in the Property provided that the provisions of the *Planning Act* (Ontario) are complied with in connection with the transaction of sale and purchase of the Purchaser's Land Interest.

15. NO REPRESENTATIONS, WARRANTIES OR ADVICE

15.1 The Purchaser acknowledges that none of the Vendor, the Nominee, the Vendor's Agent nor anyone acting on its or their behalf has made any representations or warranties except as are expressly set forth in this Agreement or the Co-Owners Agreement, nor given any advice respecting the tax treatment relating to the purchase or disposition of the Purchaser's Land Interest or any part thereof or the Property, nor as to the timing of sale, rezoning or development of the Property nor with respect to any potential or anticipated profit to be derived or derivable from the Purchaser's Land Interest or the Property.

15.2 The Purchaser has been urged and advised to consult with the Purchaser's own respective advisors including legal and tax advisors, with respect to the purchase and other matters pertaining to the Property and the Purchaser's Land Interest and the Closing Documents.

LV III104-LV III123,LV III220-LV III229-33408

16. SOURCE OF FUNDS

16.1 The Purchaser hereby represents, warrants, confirms and acknowledges that the source of the Purchaser's funds:

(a) are not derived directly or indirectly from any crime;

(b) are not linked directly or indirectly to any terrorists or against anti terrorist laws;

(c) are not embargoed funds; and

(d) are not obtained in violation of any laws or seeking to escape or avoid any tax laws;

16.2 The Purchaser covenants that all payments and remittances shall strictly comply , at its own expense, with all regulatory or exchange control provisions in force on the Closing Date and applicable to this Agreement.

16.3 The provisions of this Section 16 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date.

17. NOTICES

17.1 All notices required hereunder shall be in writing and in the English language and may be served either personally upon the parties or by electronic transmission namely by fax or email addressed to the Parties at their respective last known addresses, fax number or email address.

18. HEIRS, ASSIGNS, ETC.

18.1 This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective heirs , administrators, executors, successors and permitted assigns; provided that, the Purchaser shall not be entitled to assign this Agreement or any of its rights hereunder without the prior written approval of the Vendor, which approval may be withheld in its absolute discretion.

19. SUPERCEDING AGREEMENT

19.1 This Agreement shall supercede any and all previous discussions, representations, agreements or understandings made by or on behalf of either of the parties hereto for or relating to the purchase and sale of the Purchaser's Land Interest.

20. SCHEDULES

20.1 Schedules "A", "B" and "C" annexed hereto form an integral part of this Agreement and shall be read together with this Agreement.

21. COUNTERPARTS

21.1 This Agreement may be executed in any number of counterparts and by original or facsimile signature with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement.

LV III104-LV III123,LV III220-LV III229-33408

22. LAWS AND JURISDICTION-ONTARIO

22.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

23. CAPTIONS

23.1 The captions of the sections of this Agreement are for convenience only and do not amplify or limit in any way the provisions hereof.

24. EFFECT OF PARTIAL INVALIDITY ON THIS AGREEMENT

24.1 In the event that any provision of this Agreement is illegal, void or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

25. FACSIMILE DOCUMENTS

25.1 The parties agree to accept facsimile executed documents, including Closing Documents, as if they were originally signed documents.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SET OUT BELOW.

WITNESSED BY: DATE OF EXECUTION: 2013-01-15

THE PURCHASER

CHIAKI HAYASHI	AKIKO KOBAYASHI
Print Name of Witness	Print Name of Purchaser
Chiaki Hayashi ✓ ~~Akiko Kobayashi~~ ok	Akiko Kobayashi ★
Signature of Witness	Signature of Purchaser
Witness Identification Number	HST Number: 85235 8449 RT0001

LV III104-LV III123,LV III220-LV III229-33408

✓

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DATE OF EXECUTION: 2013-3-1
THE VENDOR:
TSI-LV III INTERNATIONAL CANADA INC.

Per:

Name:
Title:
HST Number: 82120 1902 RT0001

I/We have the authority to bind the Corporation.

DATE OF EXECUTION: 2013-3-1

THE NOMINEE:
LONDON VALLEY III INC.

Per:

Name:
Title:
I/We have the authority to bind the Corporation.

SCHEDULE "A" – PURCHASER(S) PARTICULARS

Information Concerning Purchaser(s):

1. PURCHASER:

Full Name: AKIKO KOBAYASHI

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: 413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Home Telephone: 81-776-27-5321 Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: _____

Country of Birth: JAPAN

The following have been provided to the Vendor:

(✓) Driver's Licence ( ) Passport ( ) Other_____

2. Second or additional person as Purchaser:

Full Name: _____

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: _____

Home Telephone: _____ Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: _____

Country of Birth: _____

The following have been provided to the Vendor:

( ) Driver's Licence ( ) Passport ( ) Other_____

LV III104-LV III123,LV III220-LV III229-33408

SCHEDULE "B" – PROPERTY and NOMINEE

LEGAL DESCRIPTION OF PROPERTY

Lands and premises located on 6188 Colonel Talbot Road, in the City of London, in the province of Ontario, in the Country of Canada, and legally described as Part Lot 57 ETR as in WU41565; Except 87195, 88711, 101207; "Description in WU41565 May not be acceptable in the future" London / Westminster

REGISTERED HOLDER OF LEGAL TITLE TO PROPERTY

LONDON VALLEY III INC.

Office: 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3

Tel No: 1-905-602-7463

Fax No: 1-905-602-7460

LV III104-LV III123,LV III220-LV III229-33408

SCHEDULE "C" – CO-OWNERS AGREEMENT

LV III104-LV IIII23,LV III220-LV III229-33408

UNIT IDENTIFICATION NO. LV III104-LV III123,LV III220-LV III229

CO-OWNERS AGREEMENT

LONDON VALLEY III INC.

THIS CO-OWNERS AGREEMENT is dated the 24TH day of May, 2012.

BETWEEN:

AKIKO KOBAYASHI,

Identification: DRIVER'S LICENSE (527730357761)

Address: 413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

(hereinafter referred to as the "**Purchaser**")

-and-

LONDON VALLEY III INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Nominee**")

-and-

TSI-LV III INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Vendor**")

-and-

LV III CAPITAL MANAGEMENT INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Operator**")

-and-

All other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of this Agreement

(hereinafter collectively referred to as the "**Co-Owners**")

WHEREAS:

1. Pursuant to a Sale and Purchase Agreement, the Vendor has sold to the Purchaser, and the Purchaser has purchased from the Vendor, an undivided beneficial interest in the Property;

2. The Nominee is the registered owner of the Property and has agreed to hold the Property as nominee and bare trustee for and on behalf of the Co-Owners from time to time;

3. Every purchaser of an undivided beneficial interest in the Property, every assignee of such purchaser, and every assignee of each such assignee, is required to execute and deliver a counterpart of this Agreement and shall be bound as a Co-Owner pursuant thereto; and

LV III104-LV III123,LV III220-LV III229-33408

4. This Agreement sets forth the provisions which govern the Co-Owners' ownership of undivided beneficial interests in the Property and any future sale, financing and/or development with the Property and their respective undivided beneficial interests therein.

NOW THEREFORE in consideration of the payment of the sum of One Dollar ($1.00) and other good and valuable consideration now paid by each party to the other, the receipt of which is hereby acknowledged, and of the premises and the mutual covenants herein contained, the parties hereto hereby covenant and agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall be deemed to have the following meanings:

(a) "**ASPE**" shall have the meaning ascribed thereto in Section 16 of this Agreement;

(b) "**Additional Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(c) "**this Agreement**", "**hereof**", "**herein**," "**hereunder**" and words to like effect, refer to this Co-Owners Agreement as a whole and not to any particular provision, as it may be amended, supplemented and/or restated from time to time;

(d) "**Business Day**" means any day of the week other than a Saturday, Sunday or a day which is a statutory holiday, in Ontario, Canada;

(e) "**Concept Planning Fund**" shall have the meaning ascribed thereto in Section 18 of this Agreement;

(f) "**Co-Owners**" means the owners from time to time of Interests and who have signed a counterpart of this Agreement, and shall include the Purchaser, as well as the Vendor to the extent that it retains any Interest, and "**Co-Owner**" means any of the Co-Owners;

(g) "**Co-Owners Record**" has the meaning ascribed thereto in Section 11 of this Agreement;

(h) "**CRA**" means the Canada Revenue Agency, established pursuant to the *Canada Revenue Agency Act*, S.C. 1999, c. 17, which administers tax laws of Canada, including under the *Income Tax Act*, for the Government of Canada;

(i) "**Declaration of Trust**" means the declaration of trust executed by the Nominee concurrently with the completion by a Co-Owner of the purchase from the Vendor of an Interest and pursuant to which the Nominee declares and confirms that it holds registered title to the Property in trust for and on behalf of such Co-Owner, to the extent of such Co-Owner's respective Interest. For greater certainty, "**Declaration of Trust**" includes the declaration of trust executed by the Nominee upon the completion by a Co-Owner of the Transfer of an Interest to a transferee in accordance with the provisions of this Agreement, and includes the declaration of trust executed by the Nominee in favour of the Vendor at the time of its acquisition of the Property;

(j) "**Designated Person**" shall have the meaning ascribed thereto in Section 10 of this Agreement;

LV III104-LV III123,LV III220-LV III229-33408

(k) "**Dispute**" shall have the meaning ascribed thereto in Section 31 of this Agreement;

(l) "***Excise Tax Act***" means the *Excise Tax Act* (Canada), as amended from time to time, including the regulations made pursuant thereto;

(m) "**HST**" means the harmonized sales tax payable pursuant to the *Excise Tax Act*, including the Province of Ontario's portion thereof;

(n) "***Income Tax Act***" means the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.), as amended from time to time, including the regulations made pursuant thereto;

(o) "**Initial Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(p) "**Interest**" means the undivided beneficial interest in the Property purchased by a Co-Owner pursuant to a Sale and Purchase Agreement, and includes any undivided beneficial interest in the Property continued to be owned by the Vendor, and "**Interests**" means every Interest;

(q) "***Land Transfer Tax Act***" means the *Land Transfer Tax Act*, R.S.O. c.L.6, as amended;

(r) "**LTT**" means the land transfer tax payable pursuant to the *Land Transfer Tax Act*;

(s) "**Net Income**" shall have the meaning attributed thereto in Section 6(j) of this Agreement;

(t) "**Notice Requisitioning an Ordinary Resolution**" shall have the meaning attributed thereto in Section 8 of this Agreement;

(u) "**Notice Requisitioning a Special Resolution**" shall have the meaning attributed thereto in Section 10 of this Agreement;

(v) "**Offer**" shall have the meaning attributed thereto in Section 19 of this Agreement;

(w) "**Operator**" means LV III Capital Management Inc., or the Designated Person that may be appointed as the Operator's replacement as determined in accordance with Section 10 of this Agreement;

(x) "**Ordinary Resolution**" means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 51% of the aggregate Interests in the Property;

(y) "**Planning Activities**" means the reports, plans, studies, audits, assessments, investigations, legal proceedings, procedures, filings, submissions, applications and/or any other actions taken or made in respect of or in furtherance of the rezoning of, or other land use planning matters related to, the Property;

(z) "**Property**" means the real property legally described on Schedule "1" annexed hereto;

(aa) "**Retained Interest**" shall have the meaning attributed thereto in Section 23 of this Agreement;

(bb) "**Sale and Purchase Agreement**" means the agreement of sale and purchase, or an agreement substantially in the form of the agreement of sale and purchase, entered into

LV III104-LV III123,LV III220-LV III229-33408

between the Vendor, as vendor, and each Co-Owner (other than the Vendor), as purchaser, pursuant to which each Co-Owner agreed to acquire its respective Interest in the Property. **"Sale and Purchase Agreements"** means every Sale and Purchase Agreement;

(cc) "**Special Resolution**" means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 85% of the aggregate Interests in the Property;

(dd) "**Transfer**" shall have the meaning ascribed thereto in Section 11 of this Agreement; and

(ee) "**Vendor**" means TSI-LV III International Canada Inc.

2. INTERPRETATION

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) the division of this Agreement into Articles, paragraphs, subparagraphs and schedules and the insertion of headings are provided for convenience only and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;

(b) all references to currency herein are references in Canadian dollars;

(c) any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto;

(d) any reference to an entity shall include and shall be deemed to be a reference to any entity that is a successor to such entity;

(e) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

3. TITLE

Legal title to the Property shall be held in the name of the Nominee, which shall hold such title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Vendor, to the extent of its Retained Interest, if any.)

4. MAILING ADDRESSES

The mailing address of the Nominee, the Vendor and the Operator shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee, the Vendor and/or the Operator may change its mailing address from time to time by giving notice in writing to that effect to all Co-Owners, pursuant to the notice provisions contained in this Agreement.

LV III104-LV III123,LV III220-LV III229-33408

5. REPRESENTATIONS AND WARRANTIES OF THE NOMINEE AND OPERATOR

(a) The Nominee represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite power, capacity and corporate authority to act as nominee and to perform its obligations under this Agreement;

(iii) it shall not carry on any business other than for the purposes set forth in this Agreement;

(iv) it holds and shall continue to hold legal title to the Property as nominee and bare trustee for and on behalf of each Co-Owner to the extent of each Co-Owner's Interest; and

(v) it shall only deal with the Property in the manner and as provided for in this Agreement.

(b) The Operator represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite capacity and corporate authority to act as Operator, and to perform its obligations under this Agreement; and

(iii) it shall comply with its obligations as provided for in this Agreement.

6. OPERATION AND MANAGEMENT OF THE PROPERTY

The Co-Owners hereby appoint the Operator and the Operator hereby accepts the appointment as the operator and manager of the Property and agrees to undertake such Planning Activities as the Operator may determine in its discretion, acting reasonably, are required to rezone the Property to such use or uses as the Operator shall determine, acting reasonably, and in the best interest of the Co-Owners. The Operator agrees to carry out such Planning Activities and to operate and manage the Property in good faith and in the best interest of the Co-Owners. The Operator agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and to proceed diligently to make all necessary applications to rezone the Property to such use or uses as the Operator shall determine, in its reasonable discretion, and to use its reasonable commercial efforts, at the cost and expense of the Co-Owners, with such costs to be defrayed out of the Concept Planning Fund initially, to obtain all necessary approvals and consents from applicable governmental authorities in connection therewith. Subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have such general powers and authority to administer, manage, control, operate, finance, refinance, develop, lease, grant easements and other rights in, under and over, the Property and to do any act, take any proceeding, make any decision and execute and deliver any instrument, deed, agreement, affidavit or document necessary for or incidental to any of the foregoing, for and on behalf and in the name of the Co-Owners, or as the Co-Owners may so direct by Special Resolution. No person dealing with the Operator

LV III104-LV III123,LV III220-LV III229-33408

will be required to enquire into the authority of the Operator to do any act, take any proceeding, make any decision or execute and deliver any instrument, deed, agreement or document for or on behalf or in the name of the Co-Owners.

Without limiting the generality of the foregoing provisions of this Section 6, but subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have the following specific powers and authorities without further authority or approval from the Co-Owners:

(a) to engage such professional advisers and consultants as the Operator considers advisable in order to perform its duties hereunder;

(b) to open and operate one or more bank accounts in its name, as agent for the Co-Owners in respect of the Property with a Canadian chartered bank or trust company, into which the Operator may deposit all rentals, if any, and other income earned from the Property (if any) (which for greater certainty shall not include the Concept Planning Fund), and out of which account(s) all expenses properly relating to the Property shall be paid, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of such funds to cover all such expenses;

(c) to execute, deliver and carry out all other agreements which require execution by or on behalf of the Co-Owners with respect to the Property, including without limitation, any agreements required by any governmental or statutory authority having jurisdiction over or with respect to the Property, development agreements, site plan agreements, cost sharing agreements, easements and rights of way;

(d) to enter into lease and/or tenancy arrangements in respect of the Property or any part thereof and to collect all rentals and other income therefrom, if any, provided that nothing herein shall constitute a guarantee by the Operator of the payment of any rent by tenants;

(e) to pay all taxes, fees and other expenses relating to the orderly maintenance and management of the Property out of the Concept Planning Fund, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of funds to cover all such expenses;

(f) to commence or to defend on behalf of the Co-Owners, the Nominee, or itself, any and all actions and other proceedings pertaining to the Property or to the Co-Owners;

(g) to determine the amount and type of insurance coverage, if any, to be maintained in order to protect the Property and the Co-Owners from all usual perils of the type covered in respect of comparable properties and in order to comply with the requirements of any lenders of funds;

(h) to retain, employ and pay and discharge on behalf of the Co-Owners all servants, employees, advisors, consultants and/or contractors necessary to be retained for the management and operation of the Property, including, without limitation, for matters relating to its rezoning and development;

(i) to contract on behalf of the Co-Owners for water, gas, electricity and other utility services and commodities, including cable and telephone services necessary for the development, operation and maintenance of the Property; and

LV III104-LV III123,LV III220-LV III229-33408

(j) to distribute the Net Income from the ownership, operation, use, financing, refinancing, and/or sale of the Property (if any) to each Co-Owner, proportionate to its respective Interest. For the purposes of this Agreement, "**Net Income**" shall mean the gross receipts (which, for greater certainty, shall not include the Concept Planning Fund) derived in any way from dealing with the Property, received by or on behalf of the Co-Owners from the ownership, operation, use, leasing, financing, refinancing, sale of, and/or development and/or any other dealing with of the Property, minus the aggregate of all proper expenses and charges incurred in connection therewith, calculated on an accrual basis, including:

(i) payment of principal and interest owing to mortgagees or other encumbrancers, or other lenders;

(ii) realty taxes, property tax assessments, charges or levies made by any duly constituted governmental or statutory authority, due and owing and secured by a right or apparent right to claim a lien or charge upon the Interests, or any of them, or the Property, and money due and owing from improvements to the Property secured by a lien or charge in favour of materialmen or workmen or trade contractors or other like persons or corporations upon the Interests, or any of them, or the Property;

(iii) all costs and expenses of any sale, financing or refinancing;

(iv) all development costs and expenses;

(v) all costs and expenses of operating, maintaining, leasing, managing, using, and/or developing the Property, and the costs and expenses of repair;

(vi) lighting, electricity and public utilities costs and expenses;

(vii) professional fees reasonably attributed to the Property, its operation, use, financing, refinancing, sale and/or development;

(viii) all other costs, expenses or disbursements which are properly attributable to the Property, except payments to the Co-Owners on account of capital or distribution of Net Income; and

(ix) reserves in such amount as deemed appropriate by the Operator from time to time, including without limitation for the purposes of replacement of major equipment, major renovations and repairs, leasehold improvements, marketing costs and any other reserves normally required for the prudent operation, use, financing, refinancing, sale and/or development of a like property.

Each Co-Owner shall have a proportionate beneficial interest in all of the gross cash receipts derived from the Property and shall be responsible for its proportionate share of the expenses and charges incurred in connection with the Property, in each case proportionate to its respective Interest. Each Co-Owner hereby irrevocably directs the Operator to pay its proportionate share of such expenses and charges out of its proportionate share of such gross cash receipts, as well as out of the Concept Planning Fund.

Each Co-Owner hereby confirms and acknowledges that neither the Operator nor any of its officers, directors, employees, advisors, consultants, agents or representatives has made any warranty or representation, or given any advice:

LV III04-LV III123,LV III220-LV III229-33408

(k) as to or in respect of the tax treatment of the purchase, disposition or holding of the Interest by a Co-Owner; or

(l) as to the timing of the rezoning or sale or development of the Property or the returns attainable by the Co-Owners upon a sale or lease of or other dealing with the Property.

Each Co-Owners acknowledges that he has been advised to seek his own independent legal and tax counsel prior to entering into a Sale and Purchase Agreement and this Agreement.

7. AUTHORITY TO WITHHOLD

The Operator is authorized to withhold any amounts required to be withheld from any distribution or other payment to a Co-Owner pursuant to the provisions of the *Income Tax Act* and to make payment of any such amount on behalf of a Co-Owner to the CRA, on account of taxes as may be required by law.

8. POWERS EXERCISABLE BY ORDINARY RESOLUTION

Notwithstanding anything to the contrary contained in this Agreement, the following powers shall only be exercisable by the Operator after an Ordinary Resolution is passed by the Co-Owners:

(a) approving the sale or exchange of all or any part of the Property (other than the sale of Interests by the Operator pursuant to Sale and Purchase Agreements);

(b) approving a proposal or plan to develop the Property;

(c) subject to Section 17, consenting to the amendment of this Agreement, provided that, no amendment to this Agreement shall impose or increase any financial or other obligations upon any of the Nominee of the Operator, or in any way adversely affect the Nominee or the Operator, without the prior written approval of the Nominee or the Operator, as the case may be;

(d) approving or ratifying the making of an Additional Advance by the Operator, in accordance with Section 18; or

(e) requiring that the financial statements for the Property be audited.

Other than a matter which under the terms of this Agreement requires a Special Resolution, the Operator may at any time and from time to time by notice in writing to all Co-Owners substantially in the form annexed hereto as Schedule "2" (the "**Notice Requisitioning an Ordinary Resolution**") request the Co-Owners to consider and approve any matter relating to the Property not requiring a Special Resolution. The Notice Requisitioning an Ordinary Resolution shall specify with reasonable detail the matter to be approved by the Co-Owners.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution. If the Operator fails to deliver such Notice Requisitioning an Ordinary Resolution within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or a group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the

LV III104-LV III123,LV III220-LV III229-33408

Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution which the Operator failed to deliver within the time provided in this Section 8 for the Operator to do so.

9. POWERS EXERCISABLE BY SPECIAL RESOLUTION

The following powers shall only be exercisable by Special Resolution passed by the Co-Owners:

(a) terminating the appointment of the Operator and appointing a new Operator from time to time, in accordance with the provisions of Section 10;

(b) instituting or continuing an action or suit against the Operator for damages based upon the fraud or gross negligence of the Operator in the performance of its obligations under this Agreement;

(c) requiring the Operator to remove the incumbent independent firm of chartered accountants qualified in Canada appointed pursuant to Section 16 and requiring the Operator to appoint a replacement; or

(d) apppointing a replacement for the Nominee in the event that the Nominee should be wound up or dissolved or be declared a bankrupt, such replacement to hold legal title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Operator if it retains any Retained Interest.)

10. CONTROL AND AUTHORITY VESTS WITH CO-OWNERS

The Co-Owners may by Special Resolution terminate and remove the Operator (in its capacity as Operator and not as a Co-Owner)and appoint a new Operator in its place and stead. Such new Operator shall be bound by all of the terms of this Agreement and shall execute an agreement confirming that it is bound under this Agreement as if it was an original signatory thereto.

Upon termination, the Operator terminated shall forthwith upon request of the person designated in the Special Resolution as the replacement Operator (the "**Designated Person**") do the following:

(a) deliver all agreements, documents, instruments, books and records and writings relating to the Property in its possession to the Designated Person, including, without limitation, the Co-Owners Record;

(b) execute and deliver such consents, acknowledgements and assignments pertaining to the Property and any Planning Activities as the Designated Person may require;

(c) cause its representatives on the board of directors of the Nominee to execute resignations as directors and officers forthwith after being required to do so by the Designated Person, provided the Nominee shall continue to indemnify such directors and officers in accordance with its by-laws in existence at the date hereof;

(d) execute and deliver a release in form and content satisfactory to the Designated Person, acting reasonably, releasing the Nominee and the Co-Owners from any liability, provided that: (i) the release by the Operator shall not release the Co-Owners from their obligation to continue to indemnify the Operator pursuant to Section 21 hereof; and (ii) the

LV III04-LV III123,LV III220-LV III229-33408

Operator receives a release in form and content satisfactory to the Operator, acting reasonably, executed by the Nominee and by the Designated Person for and on behalf of itself and each of the Co-Owners, releasing the Operator from any liability, and the Co-Owners expressly acknowledge and agree that the Designated Person shall have the power and authority to deliver such release, without any further approval or authorization required from the Co-Owners;

(e) do all things necessary and execute all necessary documents to effect the change of shareholders of the Nominee as directed by the Designated Person; and

(f) otherwise co-operate and assist to carrying out and giving effect to each of the actions set out in Section 10(a), (b), (c), (d) and (e) above.

The Operator may at any time and from time to time by notice in writing, substantially in the form annexed hereto as Schedule "3" (the "**Notice Requisitioning a Special Resolution**") to all Co-Owners, request the Co-Owners to consider and approve any matter relating to the Property requiring a Special Resolution pursuant to the terms of this Agreement. The Notice Requisitioning a Special Resolution shall specify with reasonable detail the matter to be considered and approved by Special Resolution.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning a Special Resolution with respect to any matter relating to the Property, including any matter requiring a Special Resolution pursuant to this Agreement. If the Operator fails to deliver such Notice Requisitioning a Special Meeting within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the Notice Requisitioning a Special Resolution which the Operator failed to deliver within the time provided in this Section 10 for the Operator to do so.

11. CO-OWNERS RECORD AND TRANSFERS OF INTEREST

The Operator shall record and at all times maintain and keep up to date a record of the names, addresses and other contact information for the Co-Owners, and the Interest held by each of the Co-Owners as well as particulars of any Transfer of Interests (collectively, the "**Co-Owners Record**").

No Co-Owner shall sell, transfer, assign, mortgage, pledge, grant a security interest or otherwise encumber or dispose of its Interest in the Property (each, a "**Transfer**"), except in compliance with any applicable requirements of the *Securities Act* (Ontario) and any other applicable legislation and otherwise in accordance with the provisions of this Agreement, if and to the extent required.

A Co-Owner may Transfer an Interest or part thereof provided that such Co-Owner complies and satisfies each of the following conditions:

(a) the transferor first delivers to the Operator an original or notarial copy of the executed document or instrument effecting the Transfer which shall be in such form as may be acceptable to the Operator, acting reasonably;

(b) the transferee agrees in writing and in such form as may be acceptable to the Operator, to be bound by the terms of this Agreement and upon completion of the Transfer to

LV III104-LV III123,LV III220-LV III229-33408

assume the obligations of the transferor under this Agreement in respect of the Interest subject to the Transfer;

(c) the transferor delivers or causes to be delivered to the Operator a direction addressed to both the Nominee and the Operator, in form and substance satisfactory to the Operator and the Nominee, directing the Nominee to execute and deliver a Declaration of Trust for the Interest subject to the Transfer in favour of the transferee;

(d) the transferee pays such costs, expenses and disbursements, including legal fees, as are reasonably incurred by the Operator by reason of the Transfer;

(e) the transferee pays all applicable HST pursuant to the *Excise Tax Act*, and all applicable LTT pursuant to the *Land Transfer Tax Act*, and makes or causes to be made any and all necessary filings, payments and remittances within the time periods required therefor under the provisions of the *Excise Tax Act* and the *Land Transfer Tax Act* and the respective regulations thereunder;

(f) the transferor either provides the transferee with evidence reasonably satisfactory to the transferee that the transferring Co-Owner is not then a "non-resident" of Canada within the meaning of the *Income Tax Act* or provide the transferee with a certificate pursuant to subsection 116(2) of the *Income Tax Act* with a certificate limit in an amount not less than the purchase price for the Interest subject to the Transfer; provided that if such evidence or certificate is not forthcoming, the transferee shall be entitled to make the payment of tax required under section 116 of the *Income Tax Act* and to deduct such payment from the purchase price for the Interest subject to the Transfer;

(g) the transferee executes and delivers to the Operator a counterpart of the Agreement; and

(h) the transferor provides such other documents, agreements, acknowledgements and confirmations as may be required by the Operator or by law (including compliance by the transferring Co-Owner with the provisions of the *Securities Act* (Ontario) if and to the extent applicable).

When a transferee of an Interest is entitled to become a Co-Owner pursuant to the provisions hereof, the Operator will:

(i) record a Transfer of the Interest; and

(j) forward a Declaration of Trust to the transferee in respect of the Interest so transferred.

For the avoidance of doubt, a Transfer by Co-Owner may include a transfer into trust, in which case the terms "sale and purchase agreement", "Purchaser", "purchase", "purchased", and "sale", wherever such terms appear in this Agreement, shall be read so as to recognize that such Transfer is not a purchase and sale transaction between a Co-Owner and a purchaser but a transaction in the nature of a transfer into trust by the transferring Co-Owner to a trustee. Nothing in this Section 11 shall be construed to affect the provisions of Section 12 of this Agreement.

12. OPERATOR NOT BOUND TO SEE TO TRUST OR EQUITY

Other than pursuant to the terms of the Declaration of Trust, the Operator shall not be bound to see to the execution of any trust, express, implied or constructive, or any charge, pledge or equity to which any Interest is subject, or to ascertain or inquire whether any sale or transfer of any such Interest by any Co-Owner or by his personal representatives is authorized by such trust, charge, pledge or equity, or to recognize any person having any interest therein except for the person or persons recorded by the Operator as the Co-Owner.

LV III04-LV III23,LV III220-LV III229-33408

13. INCAPACITY, DEATH, INSOLVENCY OR BANKRUPTCY

Where a person becomes entitled to an Interest by incapacity, death, insolvency or bankruptcy of a Co-Owner or otherwise by operation of law, in addition to the requirements of Section 11 hereof, that person will not be recorded as or become a Co-Owner until:

(a) he produces evidence satisfactory to the Operator of such entitlement; and

(b) he has delivered such other evidence, approvals and consents in respect of such entitlement as the Operator may require and as may be required by applicable law or by this Agreement.

14. DECLARATIONS OF TRUST

A separate Declaration of Trust shall be executed and delivered by the Nominee to each Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of a Co-Owner to the extent of the Co-Owner's Interest. Provided that the Transfer of an Interest has been effected in accordance with the provisions of Section 11 of this Agreement, a separate Declaration of Trust shall be executed and delivered by the Nominee to each transferee Co-Owner of an Interest from a transferring Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of the transferee Co-Owner to the extent of such Co-Owner's Interest.

15. LOST DECLARATIONS OF TRUST

Where a Co-Owner by notice in writing advises the Operator that the Declaration of Trust with respect to such Co-Owner's Interest has been defaced, lost or destroyed or wrongly taken, the Operator may cause a new Declaration of Trust to be issued, provided that the Co-Owner files with the Operator an indemnity in such form as is satisfactory to the Operator to indemnify the Operator, the Nominee and the other Co-Owners from any loss, cost, liability or damages that it or they may incur or suffer by complying with the request to issue a new Declaration of Trust, and provided further that the Co-Owner satisfies all other reasonable requirements of the Operator, including delivery of a form of proof of loss.

16. BOOKS AND RECORDS AND FINANCIAL REPORTS

The Operator will keep or cause to be kept on behalf of the Co-Owners at the Operator's principal place of business in Ontario:

(a) full and accurate books of account and records of all financial transactions relating to the Property including, without limitations, the receipts and expenditures relating to the Property and the Concept Planning Fund;

(b) the Co-Owners Record setting out the name and address of each Co-Owner; and

(c) copies this Agreement and all counterparts.

At any time upon 10 Business Days written notice to the Operator a Co-Owner may request the Operator to examine any of the documents noted in clauses (a) and (b) above at the office of the Operator and may take copies thereof provided that such requesting Co-Owner pays the reasonable cost to the Operator for making such copies, provided further that any such requesting Co-Owner shall have first provided an affidavit and undertaking, in form and substance satisfactory to the Operator, acting reasonably, duly sworn before a notary public or other individual authorized to administer oaths in the jurisdiction of residence of the

LV III104-LV III123,LV III220-LV III229-33408

Purchaser, stating: (aa) the name and address of such requesting Co-Owner, and that the Co-Owner is a Co-Owner; (bb) that the Co-Owners Record shall not be used by the requesting Co-Owner or any other person except in connection with a *bona fide* effort to influence the voting by Co-Owners on an Ordinary Resolution or a Special Resolution; (ccc) that the information so provided is subject to applicable privacy rules and regulations; (ddd) that none of the information provided pursuant to clause (a) above shall be disclosed by or on behalf of the requesting Co-Owner to any person who is not a Co-Owner, that such information is proprietary to the Operator and the Co-Owners, and that its disclosure could cause irreparable harm to the other Co-Owners and the Operator; (eee) that the requesting Co-Owner will not, directly or indirectly, offer for sale or purchase, or otherwise traffic in, a list or copy of a list of the Co-Owners or any information contained in the Co-Owners Record; (fff) the requesting Co-Owner acknowledges and agrees that in the event of a breach of any of the covenants, provisions and restrictions in affidavit, the Co-Owners' and Operator's remedy in the form of monetary damages may be inadequate and that the Operator, for itself and on behalf of the other Co-Owners, shall be authorized and entitled, in addition to all other rights and remedies available to it and them, to apply for and obtain from any court of competent jurisdiction interim and permanent injunctive relief and an accounting of all profits and benefits arising out of such breach; and (ggg) that the requesting Co-Owner shall indemnify and hold harmless the Operator and the Nominee and the other Co-Owners from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee or the other Co-Owners by reason of any breach by such requesting Co-Owner of any of the covenants, provisions and restrictions contained in the affidavit.

The Operator shall provide or cause to be provided to each Co-Owner not later than 120 days after the end of each calendar year, financial statements showing the financial results for the Property for such calendar year. The Operator shall retain, at the expense of the Co-Owners, an independent firm of chartered accountants qualified in Canada to prepare such financial statements. Such financial statements shall contain a balance sheet, and a statement of cash flows and shall be prepared in accordance with Canadian accounting standards for private enterprises ("**ASPE**") applicable to the real estate industry in Canada and applied on a consistent basis from year to year. The financial statements shall not be required to be audited unless the Co-Owners by Ordinary Resolution require audited financial statements. For greater certainty, the funds in the Concept Planning Fund are hereby recognized as being the funds of the Operator, not of the Co-Owners.

17. AMENDMENT OF AGREEMENT

This Agreement may be amended in writing on the initiative of the Operator with the consent of the Co-Owners given by Ordinary Resolution. Notwithstanding the foregoing, the Operator may, without any prior notice to or consent from the Co-Owners amend any provision of this Agreement from time to time:

(a) to cure an ambiguity or to correct or supplement any provision contained herein which, in the reasonable opinion of the Operator, may be defective or inconsistent with any other provision contained herein, and with respect to which the cure, correction or supplemental provision does not and will not adversely affect the Interests of the Co-Owners; or

(b) to make such other provisions in regard to matters or issues relating to or arising under this Agreement which, in the reasonable opinion of the Operator, do not and will not adversely affect the Interests of the Co-Owners.

LV III104-LV III123,LV III220-LV III229-33408

The Operator agrees to inform the Co-Owners by written notice within 60 days following the effective date of an amendment to this Agreement and provide copies of the amending agreement within the said 60 days.

18. PLANNING ACTIVITIES AND CONCEPT PLANNING FUND

As agent for the Vendor, the Operator shall deposit an amount equivalent to the Concept Planning Fund Contribution (as such term is defined in each Sale and Purchase Agreement) received by the Vendor under every completed Sale and Purchase Agreement into a single, segregated account (the "**Concept Planning Fund**") to be in the name of the Operator and to be used by the Operator solely for the purpose of paying the costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities, and those costs and expenses enumerated in Section 6(j) of this Agreement.

The Concept Planning Fund is intended to be a deposit account. Each Co-Owner's respective proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Co-Owner following completion of the sale of the Property. Each Co-Owner's share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of this Agreement) will be paid by the Co-Owner and deducted from his proportionate share of any sale proceeds receivable by him, if and when the Property is sold or otherwise disposed of. Each Co-Owner hereby irrevocably authorizes and directs the Operator to withhold from his proportionate share of any amounts otherwise receivable by it under this Agreement the amount of any such shortfall, and to pay such amount to the Operator.

The Operator shall keep proper and accurate records and details of all expenses paid out of the Concept Planning Fund, and at the request of the Vendor, provide access to the Vendor's representatives to such records and details of expenses to permit the Vendor to satisfy itself that such expenses were paid in accordance with the provisions of this Agreement.

The Operator shall prepare, perform and take or cause to be prepared, performed and taken all Planning Activities as it determines in its reasonable discretion are necessary for and on behalf of the Co-Owners including, without limitation, the following:

(a) surveys and concept plans in connection with the rezoning of the Property;

(b) in the reasonble discretion of the Operator, engage all consultants and professionals including, without limitation, legal counsel with respect to rezoning of the Property or any other Planning Activities;

(c) enter into or request the Nominee to enter into and deliver any documents, consent, acknowledgements or agreements including, without limitation, easements, rights in the nature of an easement, transfers, undertakings, applications, appeals and/or any other similar or related agreements or documents which may be required in the reasonable discretion of the Operator in connection with the Planning Activities;

(d) pay for all costs and expenses associated with Planning Activities, municipal property taxes and the cost of maintaining the Property, out of the Concept Planning Fund, and if insufficient, out of additional funds provided by the Co-Owners; and

(e) keep detailed records and accounts for or pertaining to the Planning Activities.

LV III104-LV III123,LV III220-LV III229-33408

If the amount set aside in the Concept Planning Fund is not sufficient to defray all costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities and those costs and expenses enumerated in Section 6(j) of this Agreement, the Operator, in the exercise of its absolute discretion, and without the approval of the Co-Owners, may advance to the Co-Owners an amount or amounts on account of such shortfall to a maximum of 5% of the aggregate purchase prices paid by all Co-Owners for their respective Interests(collectively, the "**Initial Advance**"). The Initial Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance made to the Co-Owners out of the proceeds of the sale of the Property.

If the cost of Planning Activities exceeds the combination of the Concept Planning Fund and the Initial Advance, the Operator, as it deems necessary in the exercise of its absolute discretion but subject to the approval of the Co-Owners by way of an Ordinary Resolution, may advance to the Co-Owners additional amounts as may be required for such purposes (collectively, the "**Additional Advance**"). The Additional Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, after repayment of the Initial Advance, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance and the Additional Advance made to the Co-Owners out of the proceeds of the sale of the Property.

19. SALE OF THE PROPERTY

Any offer to purchase the Property received by the Operator or the Nominee, which the Operator deems acceptable (the "**Offer**") shall be presented to all of the Co-Owners for consideration and if approved by an Ordinary Resolution such Offer shall be accepted by the Nominee and such acceptance shall be binding upon all of the Co-Owners. Any sale of the Property by the Nominee resulting from an Offer the acceptance of which was approved by an Ordinary Resolution of the Co-Owners shall be deemed to include the sale by the Co-Owners of the Interests.

The Co-Owners hereby agree that Operator shall have the right, exercisable by notice in writing to the Co-Owners within 30 days after the Co-Owners have passed an Ordinary Resolution to accept the Offer, to purchase the Property at the same price and on the same terms and conditions as are contained in the Offer approved by Ordinary Resolution of the Co-Owners.

If the Operator fails to provide the notice exercising its right to purchase the Property on the same terms and conditions as are contained in the Offer within the said 30 days, then the Nominee shall accept the Offer and complete the transaction with the party that made the Offer the acceptance of which was approved by Ordinary Resolution of the Co-Owners.

20. HST AND LTT

Each of the Co-Owners hereby authorizes the Operator to make any and all filings, payments and/or remittances for HST with respect to the purchase by each Co-Owner of his respective Interest and any other payments of HST applicable to the services provided to the Nominee or in respect of the Property or the Interest of a Co-Owner.

Each Co-Owners hereby authorizes the Operator to carry out any HST reporting or filing obligations that are required in respect of the Interests or the Property. Such authority shall

LV III04-LV III23,LV III220-LV III229-33408

include the execution of any documents that have to be or which may be advisable to be executed under the *Excise Tax Act*. The Operator shall to the extent required under the *Excise Tax Act* make and satisfy all filing and reporting obligations of a Co-Owner with respect to the Interest of the Co-Owner and shall provide each Co-Owner with copies of such filings and reports.

Each of the Co-Owners hereby authorizes the Operator to make any and all filings payments and/or remittances, from funds provided by the Co-Owner, relating to LTT arising from the purchase by each Co-Owner from the Vendor of his respective Interest in the Property. For greater certainty, each of the Co-Owners hereby authorizes the Operator on behalf of the Co-Owner and with the Co-Owner's funds to make any and all payments, remittances and filings under the provisions of the *Land Transfer Tax Act* relating to LTT and within the time period required therefor under the *Land Transfer Tax Act*, arising from the acquisition and/or ownership of the Interest. The Operator shall provide each Co-Owner with copies of such filings and evidence of the payments and remittances upon the written request of a Co-Owner.

21. POWER OF ATTORNEY

Each Co-Owner hereby nominates, constitutes and appoints each of the Operator and the Nominee, acting alone or together, with full power of substitution, as his true and lawful attorney and agent with full power and authority in his name, place and stead, for his use and benefit, to do the following, as fully and effectually as the Co-Owner could do if personally performed including, without limitation:

(a) execute and deliver all such documents or instruments on behalf of and in the name of the Co-Owners, or any of them, as may be deemed necessary by the Operator to carry out fully the provisions of this Agreement in accordance with its terms;

(b) execute, swear to, acknowledge, deliver, file and/or remit to or with the Ministry of Finance (Ontario) pursuant to the *Land Transfer Tax Act*, as amended, all necessary returns and payment or remittances in connection with the acquisition by the Co-Owners of their respective Interests in the Property;

(c) execute, acknowledge, deliver and file and/or remit to or with the CRA, all necessary instruments, declarations, certificates and other documents, and remittances relating to HST;

(d) execute, acknowledge, deliver and file as and where required any election made pursuant to subsection 273(1) of the *Excise Tax Act* as contemplated in each Purchase Agreement;

(e) execute and deliver all conveyances, agreements, documents and other instruments pertaining to the sale, development, redevelopment, financing, refinancing or leasing of the Property as the Operator determines in its sole discretion is in the best interests of the Co-Owners, and as permitted by this Agreement or authorized by Ordinary Resolution or Special Resolution of the Co-Owners; and

(f) execute, acknowledge, deliver and file any and all CRA non-resident personal income tax returns.

Each Co-Owner acknowledges and confirms that the power of attorney granted herein is made pursuant to the *Powers of Attorney Act* (Ontario) and is a power coupled with an interest, will survive the death, disability or other legal incapacity of the Co-Owner and will survive the assignment (to the extent of the Co-Owner's obligations hereunder) by the Co-Owner of the whole or any part of his Interest and extends to the heirs, executors, administrators, successors

LV III104-LV III123,LV III220-LV III229-33408

and assigns of the Co-Owner and may be exercised by the Operator or the Nominee, acting alone or together, executing on behalf of the Co-Owners, or any of them, any instrument, by listing all of the Co-Owners to be bound by such instrument with a single signature as attorney and agent for all of them, or otherwise. Each of the Co-Owners agrees to be bound by any representations and actions made or taken in good faith and in accordance with the terms of this Agreement by the Nominee and/or the Operator pursuant to such power of attorney in accordance with the terms hereof and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the Nominee or the Operator taken in good faith under such power of attorney. The Operator shall, at the written request of a Co-Owner, provide such Co-Owner with copies of any of the documents or instruments executed, sworn, delivered, acknowledged or remitted by the Operator for and on behalf of that Co-Owner only under the power of attorney provided for in this Section 21.

22. INDEMNIFICATION

Each of the Co-Owners hereby agrees, severally and not jointly or jointly and severally, to indemnify and hold harmless the Operator and the Nominee from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee, or by any one or more attorneys appointed by it or them under the power to substitute pursuant to the power of attorney provision contained in Section 21 above, by reason of acts, omissions or alleged acts or omissions arising out of the activities of the Operator or the Nominee on behalf of the Co-Owners or in furtherance of the Interests of the Co-Owners but only if the acts, omissions or the alleged acts or omissions in respect of which any actual or threatened action, proceeding or claim are based, were performed in good faith and in accordance with the Agreement.

23. VENDOR'S RIGHT TO RETAIN AN INTEREST

The Co-Owners acknowledge and agree that the Vendor has the right, but not the obligation, to retain an undivided beneficial Interest in the Property (a "**Retained Interest**"), to whatever extent it wishes, and the Vendor to the extent of any such Retained Interest shall for the purposes of this Agreement be a Co-Owner and be deemed to be bound by this Agreement. The Vendor may at any time and from time to time Transfer and assign all or any part of such Retained Interest to any person or persons it deems appropriate and upon such Transfer or assignment, the assignee or transferee thereof shall execute a counterpart of this Agreement and shall be a Co-Owner to the extent of the Retained Interest so transferred or assigned.

24. COMPETING INTERESTS

Each of the Co-Owners and the Operator is entitled, without the consent of any of the others of them, to own property and to carry on any business or activity whatsoever, whether of the same or different nature as that owned by or carried on by any of them, and whether or not in competition with the Interests, the Property or any activity carried on by any of them, and neither any Co-Owner nor the Operator shall be liable to account to any of the other of them.

25. NOTICES

Any notice or communication required or permitted to be given to the Nominee, the Vendor, the Operator or the Co-Owners hereunder shall be in writing and shall be given by delivery or by mailing to same to be addressed as follows:

(a) To the Nominee, the Vendor or the Operator, at its respective mailing address provided in Section 4 above.

LV III104-LV III123,LV III220-LV III229-33408

(b) To each Co-Owner at his last address shown on the Co-Owners Record maintained by the Operator.

Any notice or communication delivered as aforesaid shall be in the English language but may be accompanied by an unofficial translation and shall be deemed to have been given to the addressee on the day of delivery, if delivered by courier or, if mailed as aforesaid, shall be deemed to have been given to the addressee on the 10th Business Day following the mailing of such notice, provided that, for such purposes, no day during which there shall be a strike or other occurrence which shall interfere with normal mail services shall be considered a Business Day. If delivery of any notice or communication is made via fax, delivery shall be deemed to have been made on the day following the sending of the fax unless such day is not a Business Day, in which case delivery shall be deemed to have been made on the next Business Day.

26. FURTHER ACTS

The parties hereto agree to execute and deliver such further and other documents and to perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

27. BINDING EFFECT

Subject to the restrictions on Transfers herein contained, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and permitted assigns.

28. SEVERABILITY

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts, by original or facsimile signature, with the same affect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same agreement.

30. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, in the Country of Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

31. DISPUTE RESOLUTION

Any disputes, claims, disagreements, differences, (including, without limitation, interpretation, performance and enforcement) (collectively the "**Dispute**") that may arise between the Co-Owners or any of them and/or the Operator and/or the Nominee relating in any manner to this Agreement, the Property, or the Interests or any of them, shall attempted to be resolved by mediation and if such mediation is not successful, then by arbitration.

LV III104-LV III123,LV III220-LV III229-33408

Upon written demand of the Nominee, the Operator or the Co-Owners or any them and within 10 days after such demand, the parties shall attempt to appoint a mediator. If within such period of time they are unable to agree on a mediator, the Dispute shall be resolved by arbitration. If the parties to the Dispute are unable to agree upon a single arbitrator within 10 days after a demand has been made by any party to the Dispute to appoint a single arbitrator then, any party to the Dispute may apply, to a Justice of the Superior Court of Justice sitting in the City of Toronto, in the Province of Ontario, Canada for the appointment of an arbitrator.

The arbitration shall proceed in accordance with the provisions of the *Arbitration Act*, 1991 (Ontario) and any amendments or successor legislation thereto, which provisions shall apply *mutatis mutandis*. The arbitrator shall have the power to determine the procedure for the arbitration and to deliver his or her award notwithstanding the default by any party in respect of any procedural order made by the arbitrator.

The arbitrator shall proceed immediately to hear and determine the Dispute. The award of the arbitrator shall be made within 30 days after the appointment of the arbitrator, subject to any reasonable delay due to unforeseen circumstances. The award of the arbitrator shall be in writing and signed by the arbitrator, and shall be final and binding on the parties to the Dispute, not subject to any appeal, and the parties to the Dispute shall abide by the award and perform the terms and conditions thereof. The arbitration award shall deal with the costs of arbitration and all matters related thereto including the arbitrator's fees and expenses. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Unless otherwise mutually agreed, any mediation or arbitration of a Dispute shall take place in the Municipality of Metropolitan Toronto, in the Province of Ontario, in the Country of Canada.

32. NO INTENTION TO CREATE A PARTNERSHIP

The Co-Owners acknowledge, agree and declare that the entering into of this Agreement does not, and is not intended to, create a partnership, for any purpose. The Co-Owners further agree that nothing herein is to be construed as a limitation of the powers or rights of any Co-Owner to carry on its separate respective activities. Except for the Operator as contemplated in this Agreement, none of the Co-Owners shall have the right to bind any of the other Co-Owners, transact any business in any of the other Co-Owners names or on their behalf or incur any liability for or on behalf of any of the other Co-Owners. The Co-Owners agree that they shall each report their income or loss arising from the ownership of their Interests, for both accounting and income tax purposes, and to the applicable taxing authorities, as co-venture parties independent of one another, and not as partners in a partnership.

33. NO RIGHT TO PARTITION, ETC.

Each of the Co-Owners, by becoming a party to this Agreement, agrees and will be deemed to have agreed that he will not seek any remedy or right for the termination of this Agreement which would otherwise be available at law or in equity or for the termination of the co-ownership of the Property or which would otherwise be available pursuant to the *Partition Act*, R.S.O. 1980, c. 369,) and any amendments or successor legislation thereto, and each such Co-Owner shall be forever estopped from asserting otherwise and from seeking such remedy or right. In the event of any breach of the provisions of this Section 33 by a Co-Owner, the other Co-Owners and the Operator shall, in addition to all rights and remedies at law or in equity to which it is or they are otherwise entitled, be entitled to a decree or order

LV III04-LV III23,LV III220-LV III229-33408

perpetually restraining and enjoining such partition, application, action or other proceeding, and the first-mentioned Co-Owner shall not plead in defence thereto that there would be an adequate remedy at law, it being acknowledged by all the parties hereto that the injury and damages flowing from any such breach would be impossible to measure monetarily.

34. TIME

Time shall be of the essence of this Agreement.

35. REFERENCE DATE

This Agreement is dated for reference as of the 24TH day of May, 2012.

IN WITNESS WHEREOF this Agreement is executed with effect as of the day and year first above written.

EXECUTED this 15TH day of JANUARY, 2013 with effect as of the day and year first above written.

CO-OWNER

WITNESS

✓ Chiaki Hayashi

Signature of Witness

Print: CHIAKI HAYASHI

Akiko Kobayashi ★

Signature of Co-Owner

Print: AKIKO KOBAYASHI

LV III104-LV III123,LV III220-LV III229-33408

EXECUTED this 1ST day of MARCH, 2013 with effect as of the day and year first above written.

LONDON VALLEY III INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

EXECUTED this 1ST day of MARCH, 2013 with effect as of the day and year first above written.

TSI-LV III INTERNATIONAL CANADA INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

LV III CAPITAL MANAGEMENT INC.

EXECUTED this 1ST day of MARCH, 2013 with effect as of the day and year first above written.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

SCHEDULE "1"

Legal Description of Property

Lands and premises located on 6188 Colonel Talbot Road, in the City of London, in the province of Ontario, in the Country of Canada, and legally described as Part Lot 57 ETR as in WU41565; Except 87195, 88711, 101207; "Description in WU41565 May not be acceptable in the future" London / Westminster

LV III104-LV III123,LV III220-LV III229-33408

SCHEDULE "2"

NOTICE OF REQUISITION OF ORDINARY RESOLUTION

By Co-Owners

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____, 201_ .

Witness		**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: AKIKO KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV III104-LV III123,LV III220-LV III229

By Operator

NOTICE IS HEREBY GIVEN that the undersigned requests the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned signed to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____ , 201__.

LV III CAPITAL MANAGEMENT INC.

Per: _____

Name:
Title:
I have authority to bind the Corporation.

LV III104-LV III123,LV III220-LV III229-33408

Appendix 1

FORM OF ORDINARY RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____ , 201__.

Witness	**Co-Owner**
_____	_____
Signature	Signature
Print: _____	Print: AKIKO KOBAYASHI
Address: _____	Address: _____
_____	_____

Unit Identification No. LV III104-LV III123,LV III220-LV III229

Identification No. _____

LV III104-LV III123,LV III220-LV III229-33408

SCHEDULE "3"

NOTICE OF REQUISITION OF SPECIAL RESOLUTION

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners to approve the Special Resolution attached hereto as Appendix I **by no later than** the _____ day of _____ , 201__ (the "**Return Date**"). If the form of Special Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Special Resolution.

Dated the _____ day of _____ , 201__.

Witness		**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: AKIKO KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV III104-LV III123,LV III220-LV III229

Identification No. _____

Appendix I

FORM OF SPECIAL RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____ , 201__.

Witness		**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: AKIKO KOBAYASHI
Address: _____	)	Address: _____
_____		_____

Unit Identification No. LV III104-LV III123,LV III220-LV III229

Identification No. _____

LV III104-LV III123,LV III220-LV III229-33408

2013 Taxation Year Declaration Form

I, AKIKO KOBAYASHI, declare that (please check below):

Check	Tax Code	Description
✓	A	I am a non-resident of Canada; I request that TSI GROUP INTERNATIONAL INC. assist me in preparing the GST/HST return, as well as an income tax return pursuant to Section 216 of the *Income Tax Act* (Canada) (the "ITA"). I do not have any other sources of income or investments in Canada other than an undivided beneficial interest in the land that I have invested with TSI INTERNATIONAL GROUP INC. in Canada. In order to complete the income tax return, TSI GROUP INTERNATIONAL INC. must receive information pertaining to all my investments and sources of income in Canada no later than February 1st of the tax filing year. TSI GROUP INTERNATIONAL INC. assumes no responsibility if I omit information required for the completion of the income tax return or fail to provide any required information in a timely manner. I have completed the Indemnity attached as Schedule "A" hereto.
	B	I am a Canadian resident; I do NOT request TSI GROUP INTERNATIONAL INC. to assist me in preparing any tax return. I will file my own GST/HST and income tax returns.
	C	I am a non-resident of Canada; I do NOT request TSI GROUP INTERNATIONAL INC. to assist me in preparing any tax return. I will file my own GST/HST and income tax returns.
	D	I am a non-resident of Canada; I request that TSI GROUP INTERNATIONAL INC. assist me in preparing the GST/HST return only. I do not have any other income that is subject to GST/HST. I have completed the Indemnity attached as Schedule "A" hereto.
	E	I am a non-resident of Canada; I request that TSI GROUP INTERNATIONAL INC. assist me in preparing the GST/HST return as well as the income tax return under Section 216 of the ITA. Due to other investments and sources of income in Canada, my tax return is complex. I agree that TSI GROUP INTERNATIONAL INC. is entitled to charge me a fee of minimum $550.00 Canadian dollars. It is my responsibility to supply all necessary documentation required for the filing of the tax return. TSI GROUP INTERNATIONAL INC. assumes no responsibility for missing investment information required when filing the tax return. All Canadian investment information must be received by TSI GROUP INTERNATIONAL INC. no later than February 1st of the tax filing year. In addition, depending on the complexity of the tax filing, I agree that an additional professional fee may be charged in conjunction with the preset fee if needed. I have completed the Indemnity attached as Schedule "A" hereto.
	Existing T.I.N	I already have a Tax Identification Number and do not wish to apply for one. I have enclosed my existing Tax Identification Number as follows: _____

*** Please mark one of options above with ✓ on the check box. In addition, if you have T.I.N, please mark as well.**

My current address is: 413-2 NITTAZUKA-CHO
FUKUI-SHI
FUKUI, JAPAN 910-0064

Telephone Number: 81-776-27-5321

Date of Landing in Canada (if applicable): _____

Date: JANUARY 15, 2013 **Name:** AKIKO KOBAYASHI
(Print)

Signature: Akiko Kobayashi

Interest # 30/322ND

LV III104-LV III123,LV III220-LV III229-33408

Schedule "A"

TO: **TSI GROUP INTERNATIONAL INC.**

AND TO: **TSI INTERNATIONAL GROUP INC.**

Further to the 2013 Taxation Year Declaration Form that I have completed and signed, I acknowledge and confirm that I have requested TSI GROUP INTERNATIONAL INC. to assist me in preparing a GST/HST return pursuant to the *Excise Tax Act* (Canada) (the "ETA") and/or a return of income pursuant to section 216 (the "Section 216 Return") of the *Income Tax Act* (Canada) (the "**ITA**"). I acknowledge and agree that it is my responsibility to provide TSI GROUP INTERNATIONAL INC. on a timely basis with complete and accurate information as is required so that the GST/HST return and/or the Section 216 Return, as the case may be, are true, complete and accurate in all respects and will comply with the requirements of the ETA and the ITA. I further understand, acknowledge and agree that neither TSI GROUP INTERNATIONAL INC., TSI INTERNATIONAL GROUP INC., nor their respective directors, officers, employees, agents, servants or advisors (such persons, collectively, referred to as the "**Releasees**"), shall in any way whatsoever assume any responsibility or liability for the truth, accuracy or completeness of any information supplied by me to any of them, or the truth, accuracy or completeness of any GST/HST return or Section 216 Return.

I represent, covenant and warrant to you that all information provided or to be provided by me for the purpose of enabling TSI GROUP INTERNATIONAL INC. to complete and file the GST/HST return and/or the Section 216 Return on my behalf shall be true, correct and complete in all material respects and that such information and data shall be provided to TSI GROUP INTERNATIONAL INC. in a timely manner so that the GST/HST return and/or the Section 216 Return, as the case may be, can be filed on my behalf with the Canada Revenue Agency on or before the applicable filing deadline for such return.

In consideration of the sum of Two Dollars ($2.00) paid by me to TSI GROUP INTERNATIONAL INC. and in order to induce TSI GROUP INTERNATIONAL INC. to prepare and file a GST/HST return and/or a Section 216 Return on my behalf, I hereby indemnify and hold harmless the Releasees from and against any liabilities, claims, demands, assessments, reassessments, judgments, losses, costs, damages, taxes, interest, penalties, fines or expenses whatsoever (including reasonable solicitors, consultants, accountants and other professional fees and disbursements of every kind, nature and description incurred by the Releasees or any of them in connection with or in relation to preparation and filing of the GST/HST return and/or the Section 216 Return) occasioned by or resulting from any breach of the representations, warranties and covenants given by me herein.

As security for the payment and satisfaction of any and all obligations, liability and indebtedness that I may have to any of the Releasees pursuant to this Indemnity, I hereby grant to the Releasees, a continuing and specific security interest, mortgage and charge in and to my share of all Net Income (as such term is defined in the Co-Owner's Agreement entered into among all beneficial owners of the Property (as such term is hereinafter defined)) payable to me in respect of the 30/322ND (THIRTY /322ND) beneficial interest (the "**Interest**") in the real property (the "**Property**") municipally known as 6188 Colonel Talbot Road , London , Ontario, N6P 1J2 and any other real property in Canada that I may now own or hereafter acquire, and any proceeds thereof.

I hereby direct TSI-LV III International Canada Inc. to pay to the Releasees all amounts of Net Income otherwise payable to me in respect of my Interest, if and to the extent that I should fail to pay and satisfy any obligations, liability and indebtedness that I have to any of the Releasees pursuant to this Indemnity.

Date: JANUARY 15, 2013

Name: AKIKO KOBAYASHI
(Print)

Signature: Akiko Kobayashi ★

Interest # 30/322ND

LV III104-LV III123,LV III220-LV III229-33408

TO WHOM IT MAY CONCERN

This letter hereby authorizes the Canada Revenue Agency, or any other government body of instrumentality thereof having jurisdiction (collectively, the "**CRA**") to discuss any matter (or to accept any document, election or other filing) relating to the application of Part IX of the *Excise Tax Act* (Canada) (the "**Act**") to the undersigned with (or by) any of the directors, officers or employees of TSI-LV III International Canada Inc. ("LV III").

For greater certainty, LV III shall have the authority and Power of Attorney to carry out any Goods and Services Tax ("**GST**") reporting or filing obligations that are required or available to a registrant under the Act, and this authority and Power of Attorney includes the execution of any document that has to be (or which may be, subject to the registrant's discretion) executed under the Act. The undersigned agrees to be bound by any such elections or filings which are made by LV III on its behalf.

For greater certainty, LV III shall have the authority and Power of Attorney to sign authorizations requested by any party (including the CRA) which authorize the CRA or any other party to discuss any matter (including the application of the Act) concerning the undersigned with a third party representative (i.e. accountants, lawyers, and/or representatives).

The undersigned authorizes and provides LV III with a Power of Attorney to receive, endorse and deposit cheques received from the Government of Canada or any provincial government in respect of the GST or its provincial equivalent. For greater certainty, this authorization and power of attorney authorizes LV III to endorse and deposit the cheques issued by the federal government or a provincial government in respect of the GST or its provincial equivalent into the bank account which LV III maintains for such purpose.

The above authorization and power of attorney will be effective from the date of this letter until revoked by notice in writing by the undersigned or LV III provides a notice in writing that it will no longer be acting for the undersigned.

The foregoing specific authorization and power of attorney is not intended to revoke the prior power of attorney by the undersigned to LV III.

The undersigned requests that its GST account be maintained at the District Office in Mississauga, Ontario and that all communications from the CRA to the undersigned be communicated to its attention c/o LV III's business address. The undersigned also agrees that LV III shall have the authority and power of attorney to open mail addressed to the undersigned from the CRA in order to facilitate compliance with the undersigned's obligations under the Act.

The undersigned confirms that its books and records as they relate to the GST and its provincial equivalent will be maintained at the business location of LV III situated in Mississauga and that such records will be made available to officers of the CRA.

The undersigned confirms that his/her estimated annual taxable supplies in Canada and estimated annual net GST remittable will be less than $100,000 and $3,000 respectively. Accordingly, the undersigned meets the exception to the general security requirements under the Act. The undersigned will provide the required security if the above-mentioned limitations (which have been set by the CRA) are ever exceeded.

The undersigned confirms that his/her estimated annual taxable supplies made inside and outside Canada by him/her or associate do not exceed $30,000.

Yours truly,

Per: Akiko Kobayashi

Witness: Chiaki Hayashi CHIAKI HAYASHI

Full Name: AKIKO KOBAYASHI
(Printed)

Date: JANUARY 15, 2013

LV III104-LV III123,LV III220-LV III229-33408

Canada Customs and Revenue Agency | Agence des douanes et du revenu du Canada

1614

UNDERTAKING TO FILE AN INCOME TAX RETURN BY A NON-RESIDENT RECEIVING RENT FROM REAL PROPERTY OR RECEIVING A TIMBER ROYALTY

for tax year _____

Before completing this form, please read the instructions on the back.

Section 1 – Non-resident identification

Last name or, if applicable, complete name of the corporation, trust, or estate	First name	Social insurance number or Canadian tax identification number
KOBAYASHI	AKIKO	
Address (street number and name)		Date of birth (Year Month Day)
413-2 NITTAZUKA-CHO, FUKUI-SHI		1944 10 20
City / Country / Postal or zip code		Canadian corporation, trust, or estate tax account number
FUKUI / JAPAN / 910-0064		
Area code and telephone number		Fiscal year end for corporation, trust, or estate (Year Month Day)
(81)776-27-5321		
Mailing address if different than above		**Do not write in this area**
C/O: TSI GROUP INTERNATIONAL INC.		
Street number and name: 1 ROBERT SPECK PARKWAY, SUITE 960		
City / Country / Postal or zip code: MISSISSAUGA / CANADA / L4Z 3M3		

Section 2 – Rental property information

Addresses of all rental properties (list additional properties on a separate sheet)	Gross rents	Total expenses *	Net income
Address / City / Province / Postal code			
Address / City / Province / Postal code			
Address / City / Province / Postal code			
* Provide a breakdown of expenses for each property on a separate sheet (see Section 2 on the back). **Total** ▶			

Section 3 – Undertaking by non-resident

I, the undersigned, undertake to file an income tax return under subsection 216(4) of the Canadian Income Tax Act for the tax year indicated above, within six months of the tax year, to include all rents from my real property and timber royalties, and to pay any additional tax owing. If I do not fulfill these obligations, I will have to pay to the Receiver General for Canada, the full amount of tax that I would otherwise have been required to remit in the year, as well as applicable interest charges.

Akiko Kobayashi ★ — Non-resident's signature

_____ — Name of representative* (please print)

_____ — Date

* If you sign for the non-resident, print your name on this line and provide a copy of the power of attorney document.

Section 4 – Canadian agent* identification

Name (individual or company)		Non-resident tax account number
TSI GROUP INTERNATIONAL INC.		NRF 269877 8
Address (street number and name)		Date the first rental payment is due (Year Month)
1 ROBERT SPECK PARKWAY, SUITE 960		
City / Province / Postal code / Area code and telephone number		
MISSISSAUGA / ONTARIO / L4Z 3M3 / (905) 602-7463		

*** For purposes of this form, the "agent" must be a resident of Canada to whom the rental payments are paid or credited on behalf of the non-resident when this form is signed.**

I, the undersigned, declare that I am the Canadian agent of the non-resident indicated in Section 1. If the non-resident does not file an income tax return or pay tax according to the undertaking, I understand that I will have to pay to the Receiver General for Canada the full amount of tax that would otherwise have been required to be remitted for the year, as well as applicable penalty and interest charges.

D. Lane — Agent's signature

DAN LANE — Name of individual signing on the agent's* behalf (please print)

_____ — Date

* If the agent is a company, print the name of the person signing on the agent's behalf.

NR6 E (00) (Ce formulaire existe en français.) Canada

LV III104-LV III123, LV III220-LV III229-33408

General

- Use this form if you are a non-resident receiving rent from real property or a timber royalty and you want your agent to be able to elect to deduct and remit tax at the applicable rate on the net amounts available to you. Your agent must be a resident of Canada to whom the rental payments are paid or credited on your behalf when this form is signed.
- File a separate form for each tax year. For individuals, the tax year corresponds to the calendar year (January 1 to December 31). For corporations, estates, and trusts, the tax year can differ from the calendar year; therefore, for these entities, indicate the fiscal year end.
- File this form on or before the first day of each tax year, or when the first rental payment is due.
- Complete all applicable sections on this form. An incomplete form will not be accepted as a valid undertaking and will be returned.
- The non-resident individual, corporation, trust, estate, or member of a partnership should forward one completed copy of this form to the Canadian agent who, after completing Section 4, will file it with the International Tax Services Office, 2204 Walkley Road, Ottawa ON K1A 1A8.
- We will advise both the non-resident and the agent in writing when a valid undertaking is approved.
- Your agent must continue to withhold and remit non-resident tax based on the gross rental income until we approve a valid undertaking in writing. If a valid NR6 is approved, the non-resident withholding tax must be determined when the actual rental payment is made taking into account expenses (excluding CCA). We must receive any non-resident tax withheld by the 15th day of the month following the month during which the rental payment was paid or credited to the agent on the non-resident's behalf.
- The non-resident undertakes to file an income tax return, whether there is a profit or a loss situation, under subsection 216(4) of the Canadian Income Tax Act within six months of the end of the tax year for which the undertaking is filed. Each non-resident member of a partnership who files a valid undertaking must file a separate income tax return. For information on how to complete a Secton 216 return, see the Income Tax Guide for Non-Residents Electing Under Section 216.
- The agent has to file an NR4 return before March 31 of the year after the year in which the rental income was paid or credited, or within 90 days of the fiscal year end for estates and trusts. For information on how to complete the NR4 return, see the Non-Resident Withholding Tax Guide.
- For more information, see Information Circular 77-16R4, Non-Resident Income Tax and Interpretation Bulletin 393R2, Election Re: Tax on Rents and Timber Royalties – Non-Residents, or contact the International Tax Services Office, toll free, at 1 800-267-3395 (in Canada or the United States) or (613) 952-2344 (elsewhere).

Section 1 - Non-resident identification

- Print your name and address, including your country of residence, and telephone number.
- For individuals, provide your Canadian social insurance number (SIN) or tax identification number (TIN) and your date of birth. If you do not have a SIN or TIN, leave this field blank and we will assign a TIN to you when we process your form.
- For corporations, trusts, and estates, provide your Canadian tax account number as well as your fiscal year end.
- Provide your mailing address if it is different from your residential address.

Section 2 - Rental property information

- List all rental properties and provide the address of each rental property. Include the street number and name, apartment or suite number (lot and concession if a rural property), town or city, province or territory, and postal code. List additional properties on a separate sheet.
- Provide the estimated gross income, total expenses, and net income for the year for each property.
- On a separate sheet, provide an itemized estimate of the expenses you expect to incur during the year for each property. (**You have to provide this information.**) Include the current and prepaid expenses that relate to the day to day management of your property. Do not include capital cost allowance, depreciation, and amortization. You can claim these amounts when you file your income tax return.
- Each non-resident member of a partnership filing an undertaking should report only his or her share of the gross rents, total expenses, and net income.
- Rent on real property includes crop-sharing proceeds.

Section 3 - Undertaking by non-resident

- Sign and date in the designated area.
- You must sign this form for the undertaking to be valid.
- If a representative signs on your behalf, he or she must print his or her name in the space provided and attach a copy of the power of attorney document.
- **If you do not to fulfill your obligations as specified in the undertaking, you will have to pay to the Receiver General for Canada, the full amount of tax that you would otherwise have been required to remit in the year, as well as applicable interest charges. We calculate the required amount of tax at the statutory rate of 25% of the gross rental income, unless reduced to a lesser rate by the provisions of a bilateral tax treaty, minus the amount of tax already remitted for the year.**

Section 4 - Canadian agent identification

- To be considered an agent for the purposes of this form, you must be a resident of Canada to whom the rental payments are paid or credited on behalf of the non-resident when this form is signed.
- Print your name, address, city or town, province, postal code, and telephone number.
- Provide your non-resident tax account number. If you do not have one, we will assign one to you when we process this form.
- Provide the first month of the year for which you expect to receive rental income.
- Sign and date in the designated area.
- **If the non-resident does not file the income tax return or pay tax according to the conditions of the undertaking, you as agent will have to pay to the Receiver General for Canada the full amount of tax that would otherwise have been required to be remitted in the year, as well as applicable penalty and interest charges. We calculate the required amount of tax at the statutory rate of 25% of the gross rental income, unless reduced to a lesser rate by the provisions of a bilateral tax treaty, minus the amount of tax already remitted for the year.**
- If you fail to file the NR4 return by the due date, you may be charged a penalty and interest.

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1616

UNDERTAKING TO FILE AN INCOME TAX RETURN BY A NON-RESIDENT RECEIVING RENT FROM REAL PROPERTY OR RECEIVING A TIMBER ROYALTY

for tax year _____

Before completing this form, please read the instructions on the back.

Section 1 – Non-resident identification

Last name or, if applicable, complete name of the corporation, trust, or estate	First name	Social insurance number or Canadian tax identification number
KOBAYASHI	AKIKO	
Address (street number and name)		**Date of birth** Year Month Day
413-2 NITTAZUKA-CHO, FUKUI-SHI		1944 10 20
City	**Country** / **Postal or zip code**	**Canadian corporation, trust, or estate tax account number**
FUKUI	JAPAN / 910-0064	
Area code and telephone number		**Fiscal year end for corporation, trust, or estate** Year Month Day
(81)776-27-5321		
Mailing address if different than above		**Do not write in this area**
C/O TSI GROUP INTERNATIONAL INC.		
Street number and name: 1 ROBERT SPECK PARKWAY, SUITE 960		
City: MISSISSAUGA / Country: CANADA / Postal or zip code: L4Z 3M3		

Section 2 – Rental property information

Addresses of all rental properties (list additional properties on a separate sheet)	Gross rents	Total expenses *	Net income
Address / City / Province / Postal code			
Address / City / Province / Postal code			
Address / City / Province / Postal code			
* Provide a breakdown of expenses for each property on a separate sheet (see Section 2 on the back). **Total** ▶			

Section 3 – Undertaking by non-resident

I, the undersigned, undertake to file an income tax return under subsection 216(4) of the Canadian Income Tax Act for the tax year indicated above, within six months of the tax year, to include all rents from my real property and timber royalities, and to pay any additional tax owing. If I do not fulfill these obligations, I will have to pay to the Receiver General for Canada, the full amount of tax that I would otherwise have been required to remit in the year, as well as applicable interest charges.

Akiko Kobayashi ★ — Non-resident's signature

_____ — Name of representative* (please print)

_____ — Date

* If you sign for the non-resident, print your name on this line and provide a copy of the power of attorney document.

Section 4 – Canadian agent* identification

Name (individual or company)	Non-resident tax account number
TSI GROUP INTERNATIONAL INC.	NRF 26987 8
Address (street number and name)	**Date the first rental payment is due** Year Month
1 ROBERT SPECK PARKWAY, SUITE 960	
City / **Province** / **Postal code** / **Area code and telephone number**	
MISSISSAUGA / ONTARIO / L4Z 3M3 / (905) 602-7463	

*** For purposes of this form, the "agent" must be a resident of Canada to whom the rental payments are paid or credited on behalf of the non-resident when this form is signed.**

I, the undersigned, declare that I am the Canadian agent of the non-resident indicated in Section 1. If the non-resident does not file an income tax return or pay tax according to the undertaking, I understand that I will have to pay to the Receiver General for Canada the full amount of tax that would otherwise have been required to be remitted for the year, as well as applicable penalty and interest charges.

D. Lane — Agent's signature

DAN LANE — Name of individual signing on the agent's* behalf (please print)

_____ — Date

* If the agent is a company, print the name of the person signing on the agent's behalf.

LV III104-LV III123,LV III220-LV III229-33408

NR6 E (00)

(Ce formulaire existe en français.)

Canada

Instructions

General

- Use this form if you are a non-resident receiving rent from real property or a timber royalty and you want your agent to be able to elect to deduct and remit tax at the applicable rate on the net amounts available to you. Your agent must be a resident of Canada to whom the rental payments are paid or credited on your behalf when this form is signed.
- File a separate form for each tax year. For individuals, the tax year corresponds to the calendar year (January 1 to December 31). For corporations, estates, and trusts, the tax year can differ from the calendar year; therefore, for these entities, indicate the fiscal year end.
- File this form on or before the first day of each tax year, or when the first rental payment is due.
- Complete all applicable sections on this form. An incomplete form will not be accepted as a valid undertaking and will be returned.
- The non-resident individual, corporation, trust, estate, or member of a partnership should forward one completed copy of this form to the Canadian agent who, after completing Section 4, will file it with the International Tax Services Office, 2204 Walkley Road, Ottawa ON K1A 1A8.
- We will advise both the non-resident and the agent in writing when a valid undertaking is approved.
- Your agent must continue to withhold and remit non-resident tax based on the gross rental income until we approve a valid undertaking in writing. If a valid NR6 is approved, the non-resident withholding tax must be determined when the actual rental payment is made taking into account expenses (excluding CCA). We must receive any non-resident tax withheld by the 15th day of the month following the month during which the rental payment was paid or credited to the agent on the non-resident's behalf.
- The non-resident undertakes to file an income tax return, whether there is a profit or a loss situation, under subsection 216(4) of the Canadian Income Tax Act within six months of the end of the tax year for which the undertaking is filed. Each non-resident member of a partnership who files a valid undertaking must file a separate income tax return. For information on how to complete a Secton 216 return, see the Income Tax Guide for Non-Residents Electing Under Section 216.
- The agent has to file an NR4 return before March 31 of the year after the year in which the rental income was paid or credited, or within 90 days of the fiscal year end for estates and trusts. For information on how to complete the NR4 return, see the Non-Resident Withholding Tax Guide.
- For more information, see Information Circular 77-16R4, Non-Resident Income Tax and Interpretation Bulletin 393R2, Election Re: Tax on Rents and Timber Royalties – Non-Residents, or contact the International Tax Services Office, toll free, at 1 800-267-3395 (in Canada or the United States) or (613) 952-2344 (elsewhere).

Section 1 - Non-resident identification

- Print your name and address, including your country of residence, and telephone number.
- For individuals, provide your Canadian social insurance number (SIN) or tax identification number (TIN) and your date of birth. If you do not have a SIN or TIN, leave this field blank and we will assign a TIN to you when we process your form.
- For corporations, trusts, and estates, provide your Canadian tax account number as well as your fiscal year end.
- Provide your mailing address if it is different from your residential address.

Section 2 - Rental property information

- List all rental properties and provide the address of each rental property. Include the street number and name, apartment or suite number (lot and concession if a rural property), town or city, province or territory, and postal code. List additional properties on a separate sheet.
- Provide the estimated gross income, total expenses, and net income for the year for each property.
- On a separate sheet, provide an itemized estimate of the expenses you expect to incur during the year for each property. (**You have to provide this information.**) Include the current and prepaid expenses that relate to the day to day management of your property. Do not include capital cost allowance, depreciation, and amortization. You can claim these amounts when you file your income tax return.
- Each non-resident member of a partnership filing an undertaking should report only his or her share of the gross rents, total expenses, and net income.
- Rent on real property includes crop-sharing proceeds.

Section 3 - Undertaking by non-resident

- Sign and date in the designated area.
- You must sign this form for the undertaking to be valid.
- If a representative signs on your behalf, he or she must print his or her name in the space provided and attach a copy of the power of attorney document.
- **If you do not to fulfill your obligations as specified in the undertaking, you will have to pay to the Receiver General for Canada, the full amount of tax that you would otherwise have been required to remit in the year, as well as applicable interest charges. We calculate the required amount of tax at the statutory rate of 25% of the gross rental income, unless reduced to a lesser rate by the provisions of a bilateral tax treaty, minus the amount of tax already remitted for the year.**

Section 4 - Canadian agent identification

- To be considered an agent for the purposes of this form, you must be a resident of Canada to whom the rental payments are paid or credited on behalf of the non-resident when this form is signed.
- Print your name, address, city or town, province, postal code, and telephone number.
- Provide your non-resident tax account number. If you do not have one, we will assign one to you when we process this form.
- Provide the first month of the year for which you expect to receive rental income.
- Sign and date in the designated area.
- **If the non-resident does not file the income tax return or pay tax according to the conditions of the undertaking, you as agent will have to pay to the Receiver General for Canada the full amount of tax that would otherwise have been required to be remitted in the year, as well as applicable penalty and interest charges. We calculate the required amount of tax at the statutory rate of 25% of the gross rental income, unless reduced to a lesser rate by the provisions of a bilateral tax treaty, minus the amount of tax already remitted for the year.**
- If you fail to file the NR4 return by the due date, you may be charged a penalty and interest.

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1618

UNDERTAKING TO FILE AN INCOME TAX RETURN BY A NON-RESIDENT RECEIVING RENT FROM REAL PROPERTY OR RECEIVING A TIMBER ROYALTY

for tax year _____

Before completing this form, please read the instructions on the back.

Section 1 – Non-resident identification

Last name or, if applicable, complete name of the corporation, trust, or estate	First name	Social insurance number or Canadian tax identification number
KOBAYASHI	AKIKO	
Address (street number and name)		**Date of birth** Year Month Day
413-2 NITTAZUKA-CHO, FUKUI-SHI		1944 10 20
City	**Country** / **Postal or zip code**	**Canadian corporation, trust, or estate tax account number**
FUKUI	JAPAN / 910-0064	
Area code and telephone number		**Fiscal year end for corporation, trust, or estate** Year Month Day
(81)776-27-5321		
Mailing address if different than above		**Do not write in this area**
C/O TSI GROUP INTERNATIONAL INC.		
Street number and name: 1 ROBERT SPECK PARKWAY, SUITE 960		
City: MISSISSAUGA / Country: CANADA / Postal or zip code: L4Z 3M3		

Section 2 – Rental property information

Addresses of all rental properties (list additional properties on a separate sheet)	Gross rents	Total expenses *	Net income
Address / City / Province / Postal code			
Address / City / Province / Postal code			
Address / City / Province / Postal code			
* Provide a breakdown of expenses for each property on a separate sheet (see Section 2 on the back). **Total** ▶			

Section 3 – Undertaking by non-resident

I, the undersigned, undertake to file an income tax return under subsection 216(4) of the Canadian Income Tax Act for the tax year indicated above, within six months of the tax year, to include all rents from my real property and timber royalties, and to pay any additional tax owing. If I do not fulfill these obligations, I will have to pay to the Receiver General for Canada, the full amount of tax that I would otherwise have been required to remit in the year, as well as applicable interest charges.

Akiko Kobayashi ★ — Non-resident's signature

_____ — Name of representative* (please print)

_____ — Date

* If you sign for the non-resident, print your name on this line and provide a copy of the power of attorney document.

Section 4 – Canadian agent* identification

Name (individual or company)	Non-resident tax account number
TSI GROUP INTERNATIONAL INC.	NRF 269878
Address (street number and name)	**Date the first rental payment is due** Year Month
1 ROBERT SPECK PARKWAY, SUITE 960	
City / **Province** / **Postal code** / **Area code and telephone number**	
MISSISSAUGA / ONTARIO / L4Z 3M3 / (905) 602-7463	

*** For purposes of this form, the "agent" must be a resident of Canada to whom the rental payments are paid or credited on behalf of the non-resident when this form is signed.**

I, the undersigned, declare that I am the Canadian agent of the non-resident indicated in Section 1. If the non-resident does not file an income tax return or pay tax according to the undertaking, I understand that I will have to pay to the Receiver General for Canada the full amount of tax that would otherwise have been required to be remitted for the year, as well as applicable penalty and interest charges.

D. Lane — Agent's signature

DAN LANE — Name of individual signing on the agent's* behalf (please print)

_____ — Date

* If the agent is a company, print the name of the person signing on the agent's behalf.

NR6 E (00) (Ce formulaire existe en français.) Canada

LV III104-LV III123,LV III220-LV III229-33408

Instructions

General

- Use this form if you are a non-resident receiving rent from real property or a timber royalty and you want your agent to be able to elect to deduct and remit tax at the applicable rate on the net amounts available to you. Your agent must be a resident of Canada to whom the rental payments are paid or credited on your behalf when this form is signed.
- File a separate form for each tax year. For individuals, the tax year corresponds to the calendar year (January 1 to December 31). For corporations, estates, and trusts, the tax year can differ from the calendar year; therefore, for these entities, indicate the fiscal year end.
- File this form on or before the first day of each tax year, or when the first rental payment is due.
- Complete all applicable sections on this form. An incomplete form will not be accepted as a valid undertaking and will be returned.
- The non-resident individual, corporation, trust, estate, or member of a partnership should forward one completed copy of this form to the Canadian agent who, after completing Section 4, will file it with the International Tax Services Office, 2204 Walkley Road, Ottawa ON K1A 1A8.
- We will advise both the non-resident and the agent in writing when a valid undertaking is approved.
- Your agent must continue to withhold and remit non-resident tax based on the gross rental income until we approve a valid undertaking in writing. If a valid NR6 is approved, the non-resident withholding tax must be determined when the actual rental payment is made taking into account expenses (excluding CCA). We must receive any non-resident tax withheld by the 15th day of the month following the month during which the rental payment was paid or credited to the agent on the non-resident's behalf.
- The non-resident undertakes to file an income tax return, whether there is a profit or a loss situation, under subsection 216(4) of the Canadian Income Tax Act within six months of the end of the tax year for which the undertaking is filed. Each non-resident member of a partnership who files a valid undertaking must file a separate income tax return. For information on how to complete a Secton 216 return, see the Income Tax Guide for Non-Residents Electing Under Section 216.
- The agent has to file an NR4 return before March 31 of the year after the year in which the rental income was paid or credited, or within 90 days of the fiscal year end for estates and trusts. For information on how to complete the NR4 return, see the Non-Resident Withholding Tax Guide.
- For more information, see Information Circular 77-16R4, Non-Resident Income Tax and Interpretation Bulletin 393R2, Election Re: Tax on Rents and Timber Royalties – Non-Residents, or contact the International Tax Services Office, toll free, at 1 800-267-3395 (in Canada or the United States) or (613) 952-2344 (elsewhere).

Section 1 - Non-resident identification

- Print your name and address, including your country of residence, and telephone number.
- For individuals, provide your Canadian social insurance number (SIN) or tax identification number (TIN) and your date of birth. If you do not have a SIN or TIN, leave this field blank and we will assign a TIN to you when we process your form.
- For corporations, trusts, and estates, provide your Canadian tax account number as well as your fiscal year end.
- Provide your mailing address if it is different from your residential address.

Section 2 - Rental property information

- List all rental properties and provide the address of each rental property. Include the street number and name, apartment or suite number (lot and concession if a rural property), town or city, province or territory, and postal code. List additional properties on a separate sheet.
- Provide the estimated gross income, total expenses, and net income for the year for each property.
- On a separate sheet, provide an itemized estimate of the expenses you expect to incur during the year for each property. (**You have to provide this information.**) Include the current and prepaid expenses that relate to the day to day management of your property. Do not include capital cost allowance, depreciation, and amortization. You can claim these amounts when you file your income tax return.
- Each non-resident member of a partnership filing an undertaking should report only his or her share of the gross rents, total expenses, and net income.
- Rent on real property includes crop-sharing proceeds.

Section 3 - Undertaking by non-resident

- Sign and date in the designated area.
- You must sign this form for the undertaking to be valid.
- If a representative signs on your behalf, he or she must print his or her name in the space provided and attach a copy of the power of attorney document.
- **If you do not to fulfill your obligations as specified in the undertaking, you will have to pay to the Receiver General for Canada, the full amount of tax that you would otherwise have been required to remit in the year, as well as applicable interest charges. We calculate the required amount of tax at the statutory rate of 25% of the gross rental income, unless reduced to a lesser rate by the provisions of a bilateral tax treaty, minus the amount of tax already remitted for the year.**

Section 4 - Canadian agent identification

- To be considered an agent for the purposes of this form, you must be a resident of Canada to whom the rental payments are paid or credited on behalf of the non-resident when this form is signed.
- Print your name, address, city or town, province, postal code, and telephone number.
- Provide your non-resident tax account number. If you do not have one, we will assign one to you when we process this form.
- Provide the first month of the year for which you expect to receive rental income.
- Sign and date in the designated area.
- **If the non-resident does not file the income tax return or pay tax according to the conditions of the undertaking, you as agent will have to pay to the Receiver General for Canada the full amount of tax that would otherwise have been required to be remitted in the year, as well as applicable penalty and interest charges. We calculate the required amount of tax at the statutory rate of 25% of the gross rental income, unless reduced to a lesser rate by the provisions of a bilateral tax treaty, minus the amount of tax already remitted for the year.**
- If you fail to file the NR4 return by the due date, you may be charged a penalty and interest.

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1620

UNDERTAKING TO FILE AN INCOME TAX RETURN BY A NON-RESIDENT RECEIVING RENT FROM REAL PROPERTY OR RECEIVING A TIMBER ROYALTY

for tax year _____

Before completing this form, please read the instructions on the back.

Section 1 – Non-resident identification

Last name or, if applicable, complete name of the corporation, trust, or estate	First name	Social insurance number or Canadian tax identification number
KOBAYASHI	AKIKO	
Address (street number and name)		**Date of birth** Year Month Day
413-2 NITTAZUKA-CHO, FUKUI-SHI		1944 10 20
City	**Country** / **Postal or zip code**	**Canadian corporation, trust, or estate tax account number**
FUKUI	JAPAN / 910-0064	
Area code and telephone number		**Fiscal year end for corporation, trust, or estate** Year Month Day
(81)776-27-5321		
Mailing address if different than above		**Do not write in this area**
C/O TSI GROUP INTERNATIONAL INC.		
Street number and name: 1 ROBERT SPECK PARKWAY, SUITE 960		
City: MISSISSAUGA / Country: CANADA / Postal or zip code: L4Z 3M3		

Section 2 – Rental property information

Addresses of all rental properties (list additional properties on a separate sheet)	Gross rents	Total expenses *	Net income
Address / City / Province / Postal code			
Address / City / Province / Postal code			
Address / City / Province / Postal code			
* Provide a breakdown of expenses for each property on a separate sheet (see Section 2 on the back). **Total** ▶			

Section 3 – Undertaking by non-resident

I, the undersigned, undertake to file an income tax return under subsection 216(4) of the Canadian Income Tax Act for the tax year indicated above, within six months of the tax year, to include all rents from my real property and timber royalities, and to pay any additional tax owing. If I do not fulfill these obligations, I will have to pay to the Receiver General for Canada, the full amount of tax that I would otherwise have been required to remit in the year, as well as applicable interest charges.

Akiko Kobayashi ★ — Non-resident's signature

_____ — Name of representative* (please print)

_____ — Date

* If you sign for the non-resident, print your name on this line and provide a copy of the power of attorney document.

Section 4 – Canadian agent* identification

Name (individual or company)		Non-resident tax account number
TSI GROUP INTERNATIONAL INC.		NRF 269878
Address (street number and name)		**Date the first rental payment is due** Year Month
1 ROBERT SPECK PARKWAY, SUITE 960		
City	**Province** / **Postal code**	**Area code and telephone number**
MISSISSAUGA	ONTARIO / L4Z 3M3	(905) 602-7463

*** For purposes of this form, the "agent" must be a resident of Canada to whom the rental payments are paid or credited on behalf of the non-resident when this form is signed.**

I, the undersigned, declare that I am the Canadian agent of the non-resident indicated in Section 1. If the non-resident does not file an income tax return or pay tax according to the undertaking, I understand that I will have to pay to the Receiver General for Canada the full amount of tax that would otherwise have been required to be remitted for the year, as well as applicable penalty and interest charges.

D. Lane — Agent's signature

DAN LANE — Name of individual signing on the agent's* behalf (please print)

_____ — Date

* If the agent is a company, print the name of the person signing on the agent's behalf.

LV III104-LV III123,LV III220-LV III229-33408

NR6 E (00) (Ce formulaire existe en français.) Canada

Instructions

General

- Use this form if you are a non-resident receiving rent from real property or a timber royalty and you want your agent to be able to elect to deduct and remit tax at the applicable rate on the net amounts available to you. Your agent must be a resident of Canada to whom the rental payments are paid or credited on your behalf when this form is signed.
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Section 1 - Non-resident identification

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- Rent on real property includes crop-sharing proceeds.

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- Sign and date in the designated area.
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Section 4 - Canadian agent identification

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- Provide your non-resident tax account number. If you do not have one, we will assign one to you when we process this form.
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- Sign and date in the designated area.
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UNDERTAKING TO FILE AN INCOME TAX RETURN BY A NON-RESIDENT RECEIVING RENT FROM REAL PROPERTY OR RECEIVING A TIMBER ROYALTY

for tax year _____

Before completing this form, please read the instructions on the back.

Section 1 – Non-resident identification

Last name or, if applicable, complete name of the corporation, trust, or estate	First name	Social insurance number or Canadian tax identification number
KOBAYASHI	AKIKO	
Address (street number and name)		**Date of birth** Year Month Day
413-2 NITTAZUKA-CHO, FUKUI-SHI		1944 10 20
City	**Country** / **Postal or zip code**	**Canadian corporation, trust, or estate tax account number**
FUKUI	JAPAN / 910-0064	
Area code and telephone number		**Fiscal year end for corporation, trust, or estate** Year Month Day
(81)776-27-5321		
Mailing address if different than above		**Do not write in this area**
C/O TSI GROUP INTERNATIONAL INC.		
Street number and name: 1 ROBERT SPECK PARKWAY, SUITE 960		
City: MISSISSAUGA / Country: CANADA / Postal or zip code: L4Z 3M3		

Section 2 – Rental property information

Addresses of all rental properties (list additional properties on a separate sheet)	Gross rents	Total expenses *	Net income
Address / City / Province / Postal code			
Address / City / Province / Postal code			
Address / City / Province / Postal code			
* Provide a breakdown of expenses for each property on a separate sheet (see Section 2 on the back). **Total** ▶			

Section 3 – Undertaking by non-resident

I, the undersigned, undertake to file an income tax return under subsection 216(4) of the Canadian Income Tax Act for the tax year indicated above, within six months of the tax year, to include all rents from my real property and timber royalties, and to pay any additional tax owing. If I do not fulfill these obligations, I will have to pay to the Receiver General for Canada, the full amount of tax that I would otherwise have been required to remit in the year, as well as applicable interest charges.

Akihiro Kobayashi ★ — Non-resident's signature

_____ — Name of representative* (please print)

_____ — Date

* If you sign for the non-resident, print your name on this line and provide a copy of the power of attorney document.

Section 4 – Canadian agent* identification

Name (individual or company)	Non-resident tax account number
TSI GROUP INTERNATIONAL INC.	NRF 26987 8
Address (street number and name)	**Date the first rental payment is due** Year Month
1 ROBERT SPECK PARKWAY, SUITE 960	
City / **Province** / **Postal code**	**Area code and telephone number**
MISSISSAUGA / ONTARIO / L4Z 3M3	(905) 602-7463

*** For purposes of this form, the "agent" must be a resident of Canada to whom the rental payments are paid or credited on behalf of the non-resident when this form is signed.**

I, the undersigned, declare that I am the Canadian agent of the non-resident indicated in Section 1. If the non-resident does not file an income tax return or pay tax according to the undertaking, I understand that I will have to pay to the Receiver General for Canada the full amount of tax that would otherwise have been required to be remitted for the year, as well as applicable penalty and interest charges.

D. Lane. — Agent's signature

DAN LANE — Name of individual signing on the agent's* behalf (please print)

_____ — Date

* If the agent is a company, print the name of the person signing on the agent's behalf.

LV III104-LV III123,LV III220-LV III229-33408

Instructions

General

- Use this form if you are a non-resident receiving rent from real property or a timber royalty and you want your agent to be able to elect to deduct and remit tax at the applicable rate on the net amounts available to you. Your agent must be a resident of Canada to whom the rental payments are paid or credited on your behalf when this form is signed.
- File a separate form for each tax year. For individuals, the tax year corresponds to the calendar year (January 1 to December 31). For corporations, estates, and trusts, the tax year can differ from the calendar year; therefore, for these entities, indicate the fiscal year end.
- File this form on or before the first day of each tax year, or when the first rental payment is due.
- Complete all applicable sections on this form. An incomplete form will not be accepted as a valid undertaking and will be returned.
- The non-resident individual, corporation, trust, estate, or member of a partnership should forward one completed copy of this form to the Canadian agent who, after completing Section 4, will file it with the International Tax Services Office, 2204 Walkley Road, Ottawa ON K1A 1A8.
- We will advise both the non-resident and the agent in writing when a valid undertaking is approved.
- Your agent must continue to withhold and remit non-resident tax based on the gross rental income until we approve a valid undertaking in writing. If a valid NR6 is approved, the non-resident withholding tax must be determined when the actual rental payment is made taking into account expenses (excluding CCA). We must receive any non-resident tax withheld by the 15th day of the month following the month during which the rental payment was paid or credited to the agent on the non-resident's behalf.
- The non-resident undertakes to file an income tax return, whether there is a profit or a loss situation, under subsection 216(4) of the Canadian Income Tax Act within six months of the end of the tax year for which the undertaking is filed. Each non-resident member of a partnership who files a valid undertaking must file a separate income tax return. For information on how to complete a Secton 216 return, see the Income Tax Guide for Non-Residents Electing Under Section 216.
- The agent has to file an NR4 return before March 31 of the year after the year in which the rental income was paid or credited, or within 90 days of the fiscal year end for estates and trusts. For information on how to complete the NR4 return, see the Non-Resident Withholding Tax Guide.
- For more information, see Information Circular 77-16R4, Non-Resident Income Tax and Interpretation Bulletin 393R2, Election Re: Tax on Rents and Timber Royalties – Non-Residents, or contact the International Tax Services Office, toll free, at 1 800-267-3395 (in Canada or the United States) or (613) 952-2344 (elsewhere).

Section 1 - Non-resident identification

- Print your name and address, including your country of residence, and telephone number.
- For individuals, provide your Canadian social insurance number (SIN) or tax identification number (TIN) and your date of birth. If you do not have a SIN or TIN, leave this field blank and we will assign a TIN to you when we process your form.
- For corporations, trusts, and estates, provide your Canadian tax account number as well as your fiscal year end.
- Provide your mailing address if it is different from your residential address.

Section 2 - Rental property information

- List all rental properties and provide the address of each rental property. Include the street number and name, apartment or suite number (lot and concession if a rural property), town or city, province or territory, and postal code. List additional properties on a separate sheet.
- Provide the estimated gross income, total expenses, and net income for the year for each property.
- On a separate sheet, provide an itemized estimate of the expenses you expect to incur during the year for each property. (**You have to provide this information.**) Include the current and prepaid expenses that relate to the day to day management of your property. Do not include capital cost allowance, depreciation, and amortization. You can claim these amounts when you file your income tax return.
- Each non-resident member of a partnership filing an undertaking should report only his or her share of the gross rents, total expenses, and net income.
- Rent on real property includes crop-sharing proceeds.

Section 3 - Undertaking by non-resident

- Sign and date in the designated area.
- You must sign this form for the undertaking to be valid.
- If a representative signs on your behalf, he or she must print his or her name in the space provided and attach a copy of the power of attorney document.
- **If you do not to fulfill your obligations as specified in the undertaking, you will have to pay to the Receiver General for Canada, the full amount of tax that you would otherwise have been required to remit in the year, as well as applicable interest charges. We calculate the required amount of tax at the statutory rate of 25% of the gross rental income, unless reduced to a lesser rate by the provisions of a bilateral tax treaty, minus the amount of tax already remitted for the year.**

Section 4 - Canadian agent identification

- To be considered an agent for the purposes of this form, you must be a resident of Canada to whom the rental payments are paid or credited on behalf of the non-resident when this form is signed.
- Print your name, address, city or town, province, postal code, and telephone number.
- Provide your non-resident tax account number. If you do not have one, we will assign one to you when we process this form.
- Provide the first month of the year for which you expect to receive rental income.
- Sign and date in the designated area.
- **If the non-resident does not file the income tax return or pay tax according to the conditions of the undertaking, you as agent will have to pay to the Receiver General for Canada the full amount of tax that would otherwise have been required to be remitted in the year, as well as applicable penalty and interest charges. We calculate the required amount of tax at the statutory rate of 25% of the gross rental income, unless reduced to a lesser rate by the provisions of a bilateral tax treaty, minus the amount of tax already remitted for the year.**
- If you fail to file the NR4 return by the due date, you may be charged a penalty and interest.

Printed in Canada

Canada Revenue Agency / Agence du revenu du Canada

Authorizing or Cancelling a Representative

Complete this form to give the Canada Revenue Agency (CRA) your consent to deal with another person (such as your spouse or common-law partner, other family member, friend, or accountant) who would act as your representative for income tax matters or to cancel any existing representatives on your file. Send your completed form to your CRA tax centre. You can find the address of your tax centre on the attached information sheet. To **immediately cancel** a consent, call us at **1-800-959-8281**. You can also give or cancel a consent by providing the requested information online through "Authorize my representative" on our Web site at **www.cra.gc.ca/myaccount**.

Note

We will accept a change of address only from **you** or your **legal representative**. If you have recently moved, call us at 1-800-959-8281 before submitting this form to ensure we have your current mailing address. If you have registered with the **My Account** service, you can change your address by going to **www.cra.gc.ca/myaccount**.

To **authorize** a representative, complete Part 1, Part 2 **or** Part 3, Part 4, and Part 6.

To **cancel** a representative, complete Part 1, Part 5, and Part 6.

Part 1 – Taxpayer information

Complete this part to identify yourself and to give your account number.
You will need to complete a **separate Form T1013** for each account.

First name	Last name	Work telephone number	Home telephone number
AKIKO	KOBAYASHI	– –	81-776-27-5321

Complete the one that applies:

Individual	Trust	T5
Social insurance number	Trust account number	T5 filer identification number
	T	H A

To authorize your representative for online access, complete Part 2; otherwise, complete Part 3.

Part 2 – Giving consent for a representative (including online access)

You must complete a separate Form T1013 for each representative. Note that online access is not available for trust accounts. Please fill out Part 3 of the form to give your consent to a representative for your trust account.

To grant online access to your representative, enter his or her identification number.

For an individual

RepID

or

For a group

GroupID G

or

For a business

Business Number (BN)

8 0 4 0 3 7 2 1 6

Your representative must have registered the BN with the CRA "**Represent a Client**" service.

Enter the full name of the individual, group or business.

Name of individual associated to the RepID

First name: | Last name:

Name of the group associated to the GroupID

Name of the business associated to the BN

TSI GROUP INTERNATIONAL INC.

Enter the **level of authorization** (level 1 or 2): 2

If you **do not specify a level** of authorization, we will **assign a level 1**.

Our online services do not have a year-specific option. Therefore, your representative will have access to **all tax years**.

Part 3 – Giving consent for a representative (other than online access)

You must complete a separate Form T1013 for each representative.

- If you are giving consent for an **individual**, enter the individual's full name in the appropriate box below.
- If you are giving consent for a **business**, enter the name of the business in the appropriate box below.

Name of individual	Name of business		
First name:	TSI GROUP INTERNATIONAL INC.		
Last name:	Telephone: 905-602-7463	Ext:	Fax: 905-602-7460

Part 3 continued on the next page ➔

(Vous pouvez obtenir ce formulaire en français à **www.arc.gc.ca** ou au **1-800-959-3376**.)

Canada

LV III104-LV III123,LV III220-LV III229-33408

Part 3 (Continued)

Tick either:

- **Box A** below to give consent for **all** tax years **and** specify the level of authorization; **or**
- **Box B** below to give consent for a **specific** tax year or years **and** specify the level of authorization for **each** tax year.

If you **do not specify a level** of authorization, we will **assign a level 1**.

☑ **A.** All (past, present, and future) tax years **Level of authorization** (level 1 or 2): 2

☐ **B.** Enter the applicable tax year or years (past and/or present), and specify the level of authorization (level 1 or 2) for **each** tax year.

Tax year(s)										
Level of authorization										

If this consent is for a **trust account** and the year-end is not December 31, enter the month and day of the year-end. Month Day

Part 4 – Consent expiry date

Enter an expiry date for the consent given in **Part 2** or **Part 3** if you want the consent to end at a particular time. Your consent will stay in effect until you cancel it, it reaches the expiry date you choose, or we are notified of your death. Year Month Day

Part 5 – Cancelling one or more existing consents

Complete this section **only** to cancel an existing consent. Tick the appropriate box.

☐ **A.** Cancel **all** consents. ☐ **B.** Cancel the consents given for the individual, group or business identified below:

Name of individual

First name: Last name:

Name of business

RepID **or** GroupID (G) **or** Business Number

Part 6 – Signature

You or your legal representative (for example, a person with your power of attorney, your guardian, or an executor or administrator of the taxpayer's estate) must sign and date this form. If you are signing and dating this form as the legal representative, tick the box below. Also, send us a copy of the legal document that identifies you as the legal representative, if you have not already done so.

☐ I have power of attorney for this taxpayer, I am the legal guardian of this taxpayer, or I am the executor/administrator of this taxpayer's estate.

By signing and dating this form, you authorize us to deal with the individual, group, or business identified in **Part 2** or **Part 3** and/or to cancel the consents shown in **Part 5**.

We will not process this form unless it is **signed and dated** by you or your legal representative.

This form must be received by the CRA within six months of its signature date. If not, it will not be processed.

AKIKO KOBAYASHI

Print name of taxpayer or legal representative

X Akiko Kobayashi ★

Taxpayer or legal representative signature

Year Month Day: 2013 01 15

Date of signature

Privacy Act, Personal Information Bank numbers CRA PPU 005 and CRA PPU 175

AT 0277 (22-5408)

Canada Revenue Agency / Agence du revenu du Canada

APPLICATION FOR A CANADA REVENUE AGENCY INDIVIDUAL TAX NUMBER (ITN) FOR NON-RESIDENTS

Before you start:

- Do not submit this form if you have, or are eligible to obtain, a social insurance number (SIN). For more information about obtaining a SIN, call Social Development Canada (SDC) toll-free at, **1-800-206-7218**. Select option "3" for SIN information. If you are calling from outside Canada, or if you have a rotary dial telephone, call **(506) 548-7961** (long distance charges will apply). You may also visit their web site at **www.sdc.gc.ca**.
- Do not submit this form if you have previously obtained a SIN, an ITN, or a temporary taxation number. Continue to use the tax number you have already been issued.

Indicate the reason you are applying for an ITN:

- [✓] Filing a Canadian income tax return
- [ ] Filing an application to waive or reduce Canadian withholding tax on payments that you receive
- [ ] Disposing of taxable Canadian property

Supporting documents:

- [ ] Valid Passport
- [✓] Driver's licence
- [ ] Birth certificate/Proof of Birth
- [ ] Other (please identify): _____

IDENTIFICATION (please print)

1. Name

Last name	First name	Middle name(s)
KOBAYASHI	AKIKO	NONE

2. Foreign address

Apartment number, street address, street name: 413-2 NITTAZUKA-CHO

City	Province or State	Country	Postal code or zip code
FUKUI-SHI	FUKUI	JAPAN	910-0064

3. Mailing address (if different from above)

Apartment number, street address, street name: 1 ROBERT SPECK PARKWAY, SUITE 960

City	Province or State	Country	Postal code or zip code
MISSISSAUGA	ONTARIO	CANADA	L4Z 3M3

4. Birth information

Date of birth (year, month, day)	Country of birth
OCTOBER 20, 1944	JAPAN

5. Other information

Foreign tax identification number	Telephone number
	81-776-27-5321

CERTIFICATION

I, AKIKO KOBAYASHI ,
(Please print name)

certify that the information given on this form is, to the best of my knowledge, correct and complete.

2013-01-15
Date

Akiko Kobayashi ★
Signature

T1261 E (06)

(Ce formulaire existe en français.)

Canada

LV III104-LV III123,LV III220-LV III229-33408

GENERAL INSTRUCTIONS

Is this form for you?

Use this form to apply for an individual tax number (ITN) from the Canada Revenue Agency (CRA). An ITN is a nine-digit number issued to non-resident individuals who need an identification number but who are not eligible to obtain a social insurance number (SIN).

Who can apply

You can apply if you do not have, and are not eligible to obtain, a SIN but you need to provide an individual tax number to the CRA. For example, this could occur if you are:

- an international student who either has to file or intends to file a Canadian income tax return;
- a non-resident filing an application to waive or reduce Canadian withholding tax;
- a non-resident disposing of taxable Canadian property; or
- a non-resident who has to file or intends to file a Canadian income tax return

Note: Do not complete Form T1261 if you already have an ITN, a SIN, or a temporary taxation number.

How to apply

You can apply by mail or in person. Be sure to mail or bring with you:

- your completed Form T1261; and
- the original or a certified or notarized copy of documents, that substantiate the information provided on the form.

The document(s) you present must be current and must verify your identity, including your name, photograph, and date of birth. You may have to provide a combination of documents for this purpose. Examples of acceptable documents include a passport, driver's licence, birth certificate, work permit, study permit/student authorization, visitor record, and diplomatic identity card.
We may, at a later date, request other supporting documentation.

Documents can be certified by local officials such as doctors, accountants, lawyers, teachers or officials in a federal department or a provincial ministry.

When to apply

Complete this form as soon as you meet the requirements described in **"Who can apply"** on this page. Apply early to make sure you receive an ITN before you need to use it. Allow four to six weeks for us to notify you in writing of your ITN. If you have not received your ITN at the end of the six-week period, you may call us to find out the status of your application (see **"Telephone help"** on this page).

Where to apply

In person: You can apply for an ITN at the International Tax Services Office, 2204 Walkley Road, Ottawa, Ontario, CANADA.
By mail: If you are completing Form T1261 for the purpose of filing an income tax return, sign and date the form, and send it to us along with the original, certified, or notarized copies of your documents.
If you are sending Form T1261 only, forward it to:

International Tax Services Office
Returns Processing Division
2204 Walkley Road
Ottawa ON K1A 1A8
CANADA

We will return any original documents that you submit. We will not return copies of documents.

Specific instructions

Indicate the reason you are applying for an ITN – You must check a box to indicate the reason you are applying for an ITN.

Supporting documents – Identify the supporting documents that you have provided. Details on supporting documents are explained under **"How to apply"**.

Identification
1. Name – Enter your legal name as it appears on your documentation.
2. Foreign address – Enter your address in the country where you permanently or normally reside. Include the postal code or zip code.
3. Mailing address – Enter your mailing address if it is different from your address above. We will use this address to return your original documents and send written notification of your ITN.
4. Birth information – Enter your date of birth in "year/month/day" format, and your country of birth.
5. Other information – Enter the tax identification number that has been issued to you in the country in which you permanently or normally reside. Also enter the country of residence if other than Canada.

Sole proprietors

If you are a sole proprietor, you may also have to apply for a Business Number. For more information, visit our Web site at **www.cra.gc.ca.**

Telephone help

If, after reading these instructions, you are not sure how to complete your application or you still have questions, call the International Tax Services Office for help at:

- **1-800-267-5177** for calls from Canada and the United States; or
- **(613) 952-3741** for calls from outside Canada and the United States. We accept collect calls.

Business Consent form

Complete this form to consent to the release of confidential information about your program account(s) to the representative named below, or to cancel consent for an existing representative. **Send this completed form to your tax centre (see Instructions).** Make sure you complete this form correctly, since we cannot change the information that you provided. You can also give **or** cancel consent by providing the requested information online through My Business Account at **www.cra.gc.ca/mybusinessaccount**.

Note: Read all the instructions on the first page before completing this form.

Part 1 – Business information – Complete this part to identify your business (all fields have to be completed)

Business name: AKIKO KOBAYASHI **BN:**

Telephone number: 81-776-27-5321

Part 2 – Authorize a representative – Complete either part a) or b)

a) Authorize access by telephone, fax, mail or in person by appointment

If you are giving consent for an individual, enter that person's full name. If you are giving consent to a firm, enter the name and BN of the firm. If you want us to deal with a specific individual in that firm, enter **both** the individual's name and the firm's name and BN. If you do not identify an individual of the firm, then you are giving us consent to deal with anyone from that firm.

Note: If you are authorizing a representative (individual or firm) who is not registered with the Represent a client service, the phone number is required.

Name of Individual: Name of Firm:

Telephone number: **BN:**

OR

b) Authorize online access (includes access by telephone, fax, mail or by appointment)

You can authorize your representative to deal with us through our online service for representatives. The Business Number must be registered with the "Represent a Client" service to be an online representative. **Our online service does not have a year-specific option, so your representative will have access to all years**. Please enter the name and RepID of the individual **or** GroupID and name of the group **or** name and BN of the firm.

Name of individual: **and** **RepID:**

OR

Name of group: **and** **GroupID:** G

OR

Name of firm: TSI GROUP INTERNATIONAL INC. **and** **BN:** 804037216

Telephone number: 905-602-7463

Part 3 – Select the program accounts, years and authorization level

a) Program Accounts – Select the program accounts the above individual or firm is authorized to access (tick only box A **or** B).

A. ☑ This authorization applies to all program accounts and all years.

Expiry date:

AND

Authorization level (tick level 1 or 2)

☐ Level 1 lets CRA disclose information only on your program account(s); **or**

☑ Level 2 lets CRA disclose information **and** accept changes to your program account(s).

OR

B. ☐ This authorization applies only to program accounts and periods listed in Part 3b). If you ticked this option, you must complete 3b).

LV IIII04-LV IIII23,LV III220-LV III229-33408

Business Consent form (RC59 continued)

b) Details of program accounts and fiscal periods – Complete this area only if you ticked box B in Part 3a) on page 1.
If you ticked box B in part 3a), you have to provide at least one program identifier (see Instructions on page 1). You can then tick the "All program accounts" box for that program identifier **or** enter a reference number. Provide the authorization level (tick **either** box 1 to disclose information **or** box 2 to disclose information **and** accept changes to your program account).

You can also tick the "All years" box to allow unlimited tax year access **or** enter a specific fiscal period (specific period authorization **is not available** for online access). You can also enter an expiry date to automatically cancel authorization. If more authorizations or more than four program identifiers are needed, complete another Form RC59.

Program identifier	All program accounts	Reference number	Authorization level	All years	or	Specific fiscal period (not available for online access)	Expiry date
			1 2			Year-end	
	or				or		
	or				or		
	or				or		
	or				or		

Part 4 – Cancel one or more authorizations – Complete this part **only** to cancel authorization(s)

- ☐ **A.** Cancel **all** authorizations.
- ☐ **B.** Cancel authorization for the individual, group, or firm identified below.
- ☐ **C.** Cancel authorization for specific program account(s) _____ .

Name of Individual: _____ **and RepID:** ☐☐☐☐☐☐☐
OR
Name of Group: _____ **and GroupID:** G☐☐☐☐☐
OR
Name of Firm: _____ **and BN:** ☐☐☐☐☐☐☐☐☐

Part 5 – Certification

This form has to be signed by an authorized person of the business such as an owner, a partner of a partnership, a director of a corporation, an officer of a non-profit organization or a trustee of an estate.
By signing and dating this form, you authorize the CRA to deal with the individual, group, or firm listed in Part 2 of this form or cancel the authorizations listed in Part 4.

First name: AKIKO Last name: KOBAYASHI

Sign here ▶ Akiko Kobayashi ★ Date 2013 01 15

We will not process this form unless it is **signed** and **dated** by an authorized person of the business.

The *Privacy Act* protects information given on this form, which is kept in personal information bank numbers CRA PPU-175 and 223.

1630

Business Consent form

Complete this form to consent to the release of confidential information about your program account(s) to the representative named below, or to cancel consent for an existing representative. **Send this completed form to your tax centre (see Instructions).** Make sure you complete this form correctly, since we cannot change the information that you provided. You can also give **or** cancel consent by providing the requested information online through My Business Account at **www.cra.gc.ca/mybusinessaccount**.

Note: Read all the instructions on the first page before completing this form.

Part 1 – Business information – Complete this part to identify your business (all fields have to be completed)

Business name: AKIKO KOBAYASHI **BN:** | | | | | | | | | |

Telephone number: 81-776-27-5321

Part 2 – Authorize a representative – Complete either part a) or b)

a) Authorize access by telephone, fax, mail or in person by appointment

If you are giving consent for an individual, enter that person's full name. If you are giving consent to a firm, enter the name and BN of the firm. If you want us to deal with a specific individual in that firm, enter **both** the individual's name and the firm's name and BN. If you do not identify an individual of the firm, then you are giving us consent to deal with anyone from that firm.

Note: If you are authorizing a representative (individual or firm) who is not registered with the Represent a client service, the phone number is required.

Name of Individual: _____ Name of Firm: _____

Telephone number: _____ **BN:** | | | | | | | | | |

OR

b) Authorize online access (includes access by telephone, fax, mail or by appointment)

You can authorize your representative to deal with us through our online service for representatives. The Business Number must be registered with the "Represent a Client" service to be an online representative. **Our online service does not have a year-specific option, so your representative will have access to all years.** Please enter the name and RepID of the individual **or** GroupID and name of the group **or** name and BN of the firm.

Name of individual: _____ **and** **RepID:** | | | | | | | |
OR
Name of group: _____ **and** **GroupID:** G | | | | | |
OR
Name of firm: _____ **and** **BN:** | | | | | | | | | |

Telephone number: _____

Part 3 – Select the program accounts, years and authorization level

a) Program Accounts – Select the program accounts the above individual or firm is authorized to access (tick only box A **or** B).

A. ☐ This authorization applies to all program accounts and all years.

Expiry date: | | | | | | | | |

AND

Authorization level (tick level 1 or 2)

☐ Level 1 lets CRA disclose information only on your program account(s); **or**

☐ Level 2 lets CRA disclose information **and** accept changes to your program account(s).

OR

B. ☐ This authorization applies only to program accounts and periods listed in Part 3b). If you ticked this option, you must complete 3b).

LV IIII104-LV IIII23,LV IIII220-LV IIII229-333408

Business Consent form (RC59 continued)

b) Details of program accounts and fiscal periods – Complete this area only if you ticked box B in Part 3a) on page 1.
If you ticked box B in part 3a), you have to provide at least one program identifier (see Instructions on page 1). You can then tick the "All program accounts" box for that program identifier **or** enter a reference number. Provide the authorization level (tick **either** box 1 to disclose information **or** box 2 to disclose information **and** accept changes to your program account).

You can also tick the "All years" box to allow unlimited tax year access **or** enter a specific fiscal period (specific period authorization **is not available** for online access). You can also enter an expiry date to automatically cancel authorization. If more authorizations or more than four program identifiers are needed, complete another Form RC59.

Program identifier	All program accounts	Reference number	Authorization level	All years	or	Specific fiscal period (not available for online access)	Expiry date
			1 2			Year-end	
☐☐	☐	or ☐☐☐☐	☐ ☐	☐	or	☐☐☐☐☐☐☐☐	☐☐☐☐☐☐☐☐
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Part 4 – Cancel one or more authorizations – Complete this part **only** to cancel authorization(s)

☐ **A.** Cancel **all** authorizations.

☑ **B.** Cancel authorization for the individual, group, or firm identified below.

☐ **C.** Cancel authorization for specific program account(s) _____ .

Name of Individual: _____ **and** **RepID:** ☐☐☐☐☐☐☐

OR

Name of Group: _____ **and** **GroupID:** G☐☐☐☐☐

OR

Name of Firm: TSI GROUP INTERNATIONAL INC. **and** **BN:** 804037216

Part 5 – Certification

- This form has to be signed by an authorized person of the business such as an owner, a partner of a partnership, a director of a corporation, an officer of a non-profit organization or a trustee of an estate.
- By signing and dating this form, you authorize the CRA to deal with the individual, group, or firm listed in Part 2 of this form or cancel the authorizations listed in Part 4.

First name: AKIKO Last name: KOBAYASHI

Sign here ▶ Akiko Kobayashi ★ Date ☐☐☐☐☐☐☐☐

We will not process this form unless it is **signed** and **dated** by an authorized person of the business.

The *Privacy Act* protects information given on this form, which is kept in personal information bank numbers CRA PPU-175 and 223.

Canada Revenue Agency / Agence du revenu du Canada

FOR OFFICE USE

BN

REQUEST FOR A BUSINESS NUMBER (BN)

Complete this form to apply for a business number (BN). If you are a sole proprietor with more than one business, your BN will apply to all your businesses. **All businesses have to complete parts A and F.** Once completed, please send this form to your local Tax Centre. The Tax Centres are listed at **www.cra.gc.ca/taxcentre** or in Pamphlet RC2, *The Business Number and Your Canada Revenue Agency Program Accounts*. If you need more information, visit **www.cra.gc.ca/bn** or call us at **1-800-959-5525**.

Note: If your business is in the province of Quebec and you want to register for the goods and services tax/harmonized sales tax (GST/HST), do not use this form. Contact Revenu Québec. However, if you want to register for any of the other three accounts listed below, complete the appropriate part indicated in the following instructions.

- To open a GST/HST account, complete parts A, B, and F.
- To open a payroll account, complete parts A, C, and F.
- To open an import/export account, complete parts A, D, and F.
- To open a corporation income tax account, complete parts A, E, and F.

Part A – General information

A1 Ownership type and Operation type

☑ **Individual** ☐ **Partnership** ☐ **Trust** ☐ **Corporation** ☐ **Other** (specify: _____)

Are you incorporated? ☐ Yes ☑ No **(All Canadian corporations have to provide a copy of the certificate of incorporation or amalgamation or complete the information requested in Part E.)**

Tick the box below that best describes your type of operation (if none apply, leave this section blank):

☑ Sole proprietor	☐ Federal government (publicly funded)	☐ Other government body
☐ Society	☐ Federal government (not publicly funded)	☐ Strata condo corporation
☐ Employer of a domestic	☐ Provincial government	☐ Association
☐ Foster parent	☐ Municipal government	☐ University/school
☐ Religious body	☐ Financial institution	☐ Union
☐ Hospital	☐ Employer-sponsored plan	☐ Diplomat

A2 Owner(s) information – Complete this part to provide information for the individual owner, partner(s), corporation director(s), or officer(s) of the business. If you need more space, include the information on a separate piece of paper. The social insurance number (SIN) is mandatory for individuals (sole proprietors) applying to register for a GST/HST account (Social Insurance Number Disclosure Regulations, *Excise Tax Act*).

Social insurance number (SIN)	First name	Last name
	AKIKO	KOBAYASHI
Title: OWNER	Work phone number	Work fax number
Occupation	Home phone number: 81-776-27-5321	Home fax number
	Cellular phone number	Pager number
Social insurance number (SIN)	**First name**	**Last name**
Title	Work phone number	Work fax number
Occupation	Home phone number	Home fax number
	Cellular phone number	Pager number

Contact Person – Please provide the name of a contact for registration purposes only (the contact name provided will not be considered an authorized representative). If you wish to authorize a representative to speak on your behalf about your BN program account(s), complete Form RC59, *Business Consent form*. For more information, see Pamphlet RC2, *The Business Number and Your Canada Revenue Agency Program Accounts*.

Title	First name	Last name
	LINDA	UENO
	Work phone number: 905-602-7463	Work fax number
	Celllular phone number	Pager number

LV IIII104-LV IIII123,LV IIII220-LV IIII229-33408

(Vous pouvez obtenir ce formulaire en français à **www.arc.gc.ca** ou au **1-800-959-3376**.)

Canada

A3 Identification of business

Name

AKIKO KOBAYASHI

Physical business location	Postal or zip code
413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN	910-0064
Mailing address (if different from the physical business location) c/o TSI GROUP INTERNATIONAL INC. 960-1 ROBERT SPECK PARKWAY, MISSISSAUGA, ONTARIO, CANADA	Postal or zip code L4Z 3M3

Operating / Trading name

Language of preference ☑ English ☐ French

Are you a third party requesting the registration? ☑ Yes (If **yes**, enter your name and company name below.) ☐ No

Your name: DAN LANE

Company name: TSI GROUP INTERNATIONAL INC.

A4 Major business activity

Clearly describe your major business activity. Give as much detail as possible using at least one noun, a verb, and an adjective.
Example: Construction – Installing residential hardwood flooring.

HOLD REAL PROPERTY IN CANADA

Specify up to three main products or services that you provide or contract, and the estimated percentage of revenue they each represent.

_____ _____ %

_____ _____ %

_____ _____ %

A5 GST/HST information – For more information, see Pamphlet RC2, *The Business Number and Your Canada Revenue Agency Program Accounts.*

Do you provide or plan to provide goods or services in Canada or to export outside Canada? If **no**, you generally cannot register for GST/HST. However, certain businesses may be able to register. For details, see Pamphlet RC2.	☑ Yes ☐ No
Are your annual worldwide GST/HST taxable sales, including those of any associates, more than $30,000? If **yes**, you **have** to register for GST/HST. **Note:** Special rules apply to charities and public institutions. For details, see Pamphlet RC2.	☐ Yes ☑ No
Are you a public service body (PSB) whose annual worldwide GST/HST taxable sales are more than $50,000? If **yes**, you **have** to register for GST/HST. **Note:** Special rules apply to charities and public institutions. See Pamphlet RC2 for details.	☐ Yes ☑ No
Are all the goods/services you sell/provide exempt from GST/HST?	☐ Yes ☑ No
Do you operate a taxi or limousine service? If **yes**, you **have** to register for GST/HST regardless of your revenue.	☐ Yes ☑ No
Are you an individual whose sole activity subject to GST/HST is from commercial rental income?	☐ Yes ☑ No
Are you a non-resident?	☑ Yes ☐ No
Are you a non-resident who charges admission directly to audiences at activities or events in Canada? If **yes**, you **have** to register for GST/HST, regardless of your revenue.	☐ Yes ☑ No
Do you want to register voluntarily? By registering voluntarily, you **must** begin to charge GST/HST and file returns even if your worldwide GST/HST taxable sales are $30,000 or less ($50,000 or less if you are a public service body). For details, see Pamphlet RC2.	☑ Yes ☐ No

Part B – GST/HST account information – Complete a separate form for each division of your corporation that requires a GST/HST account.

B1 **GST/HST account identification** – If the information is the same as in Part A3, tick the box. ☑

Account name

Physical business location	Postal or zip code

Mailing address (if different from the physical business location) for GST/HST purposes c/o	Postal or zip code

B2 **Filing information** – For more information, see Pamphlet RC2, *The Business Number and Your Canada Revenue Agency Program Accounts*

Enter the amount of your **sales in Canada** (dollar amount only) $ 0 (If you have no sales enter $0)

Enter the amount of your **worldwide sales** (dollar amount only) $ 0 (If you have no sales enter $0)

Enter the fiscal year-end for GST/HST purposes.
If you do not enter a date, we will enter December 31. Month Day

you want to make an election to change the fiscal year-end for GST/HST purposes? ☐ Yes ☑ No

If **yes**, enter the date you would like to use. Month Day

Enter the effective date of registration for GST/HST purposes. Year Month Day

For information about when to register for GST/HST, see Pamphlet RC2.

B3 **Reporting period**

Unless you are a charity or a financial institution, we will assign you a reporting period based on your total annual GST/HST taxable sales in Canada (including those of your associates) for the **preceding year**. If you do not have annual sales from the preceeding year, your sales are $0. If you want to elect for a different reporting period, your options, if any, are listed below. Please indicate in the right column which option you want to elect. For more information, see Pamphlet RC2, *The Business Number and Your Canada Revenue Agency Program Accounts*.

Reporting period election
Select **yes** if you want to file more frequently than the reporting period assigned to you. ☐ Yes ☑ No

Total annual GST/HST taxable sales in Canada (including those of your associates)	Reporting period assigned to you, unless you choose to change it (see next column)	Options
☐ More than $6,000,000	Monthly	No options available
☐ More than $1,500,000 up to $6,000,000	Quarterly	☐ Monthly
☐ $1,500,000 or less	Annual	☐ Monthly **or** ☐ Quarterly
☐ Charities	Annual	☐ Monthly **or** ☐ Quarterly
☐ Financial institutions	Annual	☐ Monthly **or** ☐ Quarterly

B4 **Direct deposit information** – The account holder identified below requests and authorizes the Minister of National Revenue to directly deposit into the Canadian financial institution's account identified below, amounts payable to the account holder under Part IX of the *Excise Tax Act*.

Complete the information area below or attach a blank cheque and write "VOID" across the front. This method provides a faster, more convenient, and dependable way of receiving refunds. The CRA will deposit your GST/HST refund into your Canadian financial institution's account.

Branch number | Institution number | Account number

Name(s) of account holder(s):

LV IIII04-LV IIII23,LV IIII220-LV IIII229-33408

Part C – Payroll account information – Complete parts C1 and C2 if you need a payroll account.

C1 **Payroll account identification** – If the information is the same as in Part A3, tick the box. ☑

Account name

Physical business location	Postal or zip code

Mailing address (if different from the physical business location) for payroll deduction purposes c/o	Postal or zip code

Language of preference ☐ English ☐ French

C2 **General information**

a) What type of payment are you making?

☐ Payroll ☐ Registered retirement savings plan
☐ Registered retirement income fund ☐ Other (specify) _____

b) How often will you pay your employees or payees? Please tick the pay period(s) that apply.

☐ Daily ☐ Weekly ☐ Bi-weekly ☐ Semi-monthly
☐ Monthly ☐ Annually ☐ Other (specify) _____

c) What is the maximum number of employees you expect to have working for you at any time in the next 12 months? _____

d) When will you make the first payment to your employees or payees? Year Month Day

e) Duration of business: ☐ Year-round ☐ Seasonal

If seasonal, tick month(s) of operation: J F M A M J J A S O N D

f) If the business is a corporation, is it a subsidiary or an affiliate of a foreign corporation? ☐ Yes ☐ No

If **yes**, enter country: _____

g) Are you a franchisee? ☐ Yes ☐ No

If **yes**, enter the name and country of the franchisor: _____

0ABCC-627?TT AT-0?7?TT AT'C?7?TT AT-A?A?TT AT

Part D – Import/export account information – If you need an import/export account for commercial purposes (you do not need to register for an import/export account for personal importation), complete D1 and D2. Complete a separate form for each branch or division of your corporation that needs an import/export account for commercial purposes.

D1 **Import/export account identification** – If the information is the same as in Part A3, tick the box. ☑

Account name

Physical business location	Postal or zip code
Mailing address (if different from the physical business location) for import/export purposes c/o	Postal or zip code

Language of preference ☐ English ☐ French

Do you want us to send you import/export account information? ☐ Yes ☐ No

D2 **Import/export information**

Type of account: ☐ Importer ☐ Exporter ☐ Both importer/exporter ☐ Meeting, convention, and incentive travel

If you are applying for an exporter account, you **must** enter all of the following requested information.

Enter the type of goods you are or will be exporting:

Enter the estimated annual value of goods you are or will be exporting. $ 0

Part E – Corporation income tax account information – **If you need a corporation income tax account, complete Part E1. If you have not provided your certificate of incorporation or amalgamation you have to complete Part E2 and E3.**

E1 **Corporation income tax account identification** – If the information is the same as in Part A3, tick the box. ☑

Name (as listed on your certificate of incorporation)

Physical business location	Postal or zip code
Mailing address (if different from the physical business location) c/o	Postal or zip code

Language of preference ☐ English ☐ French

E2 Complete this part if you have not provided a copy of your Canadian certificate of incorporation or amalgamation.

Certificate Number

Date of Incorporation

Date of Amalgamation

E3 Indicate the **jurisdiction** of your business.

☐ Federal

☐ Provincial _____ (province)

☐ Foreign _____ (country)

Part F – Certification

All businesses have to complete and sign this part. You are authorized to sign this form if you are an individual, a partner, an officer of your business or a corporation director. If the direct deposit Information is entered, an authorized representative **may not** sign this form.

The person signing this form is the: ☑ Owner ☐ Partner ☐ Corporation director ☐ Officer ☐ Authorized representative

I certify that the information given on this form is, to the best of my knowledge, true and complete.

AKIKO KOBAYASHI
First and last names (print)

Akiko Kobayashi ★
Signature

OWNER
Title

2013 (Year) 01 (Month) 15 (Day)

Privacy Act, personal information bank number, CRA PPU 005 and CRA PPU 223

LV III104-LV III123,LV III220-LV III229-33408

Ontario

Ministry of Revenue
Audit, Inspection and Resource Taxes Branch
Land and Resource Taxes
33 King Street West
PO Box 625
Oshawa ON L1H 8H9

Return on the Acquisition of a Beneficial Interest in Land

Land Transfer Tax Act, R.S.O. 1990, c.L.6, as amended

Ministry Use Only
Return No.

Ce formulaire est disponible en français

1. Date of the disposition
(The date of disposition is the date the transaction effectively closed)

Day	Month	Year
01	03	13

Value of the consideration ..... $ 297,068.97

Amount of tax payable ..... $ 2,931.03

Amount of tax payment enclosed with this return ..... $ 2,931.03
(Cheque or money order should be made payable to the **Minister of Finance**)

Where appropriate, a schedule may be attached setting out a detailed calculation.

2. Transferor (Person who disposed of a beneficial interest in land(s))

Name, mailing address and phone number

TSI-LV III INTERNATIONAL CANADA INC.
960-1 ROBERT SPECK PARKWAY MISSISSAUGA, ONTARIO L4Z 3M3 TEL. 905-602-7463

Location of records, individual to contact and phone number

960-1 ROBERT SPECK PARKWAY MISSISSAUGA, ONTARIO L4Z 3M3 TEL. 905-602-7463
RECORD MANAGER

Solicitor's name; law firm name, address and phone number

N/A

3. Transferee (Person who acquired a beneficial interest in land(s))

Name, mailing address and phone number

AKIKO KOBAYASHI TEL.81-776-27-5321
413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN
910-0064

Location of records, individual to contact and phone number

960-1 ROBERT SPECK PARKWAY MISSISSAUGA, ONTARIO L4Z 3M3 TEL. 905-602-7463
RECORD MANAGER

Solicitor's name; law firm name, address and phone number

N/A

4. Property (Attach schedule if multiple properties have been acquired)

Name, address and phone number of person holding registered title to land(s)

LONDON VALLEY III INC.
960-1 ROBERT SPECK PARKWAY MISSISSAUGA, ONTARIO L4Z 3M3 TEL. 905-602-7463

Brief legal description of land(s)

PART LOT 57 ETR AS IN WU41565; EXCEPT 87195, 88711, 101207; "DESCRIPTION IN WU41565 MAY NOT BE ACCEPTABLE IN THE FUTURE" LONDON / WESTMINSTER

Municipal address of land(s)

6188 COLONEL TALBOT ROAD , LONDON , ONTARIO, N6P 1J2

Property identifier number(s)	Assessment roll number(s)
08207 - 0063	3936080 - 06003900

Instrument number and registry office of last registered conveyance relating to land(s)

ER824695 & LRO 33

LV III104-LV III123,LV III220-LV III229-33408

The personal information on this form is collected under the authority of the *Land Transfer Tax Act* R.S.O. 1990, c.L.6 as amended, R.R.O. 1990, Reg. 697, s.2 and will be used to determine eligibility to an exemption of Land Transfer Tax. Questions about the collection should be directed to: Manager, Land Taxes, Audit, Inspection and Resource Taxes Branch, 33 King Street West, PO Box 625, Oshawa ON L1H 8H9, 1 866 668-8297.

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5. Value of the Consideration

(a) Monies paid or to be paid in cash		$ 297,068.97	
(b) Mortgages	(i) Assumed (show principal and interest to be credited against purchase price)	$ NIL	
	(ii) Given back to vendor	$ NIL	
(c) Other as described		$ NIL	
(d) **Value of land, building, fixtures and goodwill subject to Land Transfer Tax** (Total of (a) to (c))		$ NIL	$ NIL
(e) **Value of all chattels** - items of tangible personal property			$ NIL
(f) **Total Consideration**			$ 297,068.97

6. Check appropriate boxes :

	Yes	No
i) Part of the consideration includes the allotment and issuance of shares	☐	☑
ii) This is a disposition by a corporation to a shareholder	☐	☑
iii) This is a lease which can exceed 50 years	☐	☑
iv) This is a final order of foreclosure	☐	☑

7. If the Value of Consideration is nominal, please explain circumstances.

N/A

8. If the transferee is not dealing at arm's length with the transferor, please explain relationship.

N/A

9. Does the land contain at least one and not more than two single family residence(s)?

☐ Yes ☑ No

10. A copy of the agreement of purchase and sale or similar document by which the acquisition of the beneficial interest in land was effected must be attached. The return is incomplete and subject to penalty if the required attachments are not included.

Certification

I have enclosed a copy of the agreement of purchase and sale or similar document by which the acquisition of beneficial interest in land was effected.

I certify that this Return, including any accompanying schedules or attachments has been examined by me and that this Return is true, correct and complete. I understand that it is an offence to make, participate in, assent to or acquiesce in the making of a false or deceptive statement in this Return.

Name (please print) AKIKO KOBAYASHI

Capacity (Check one): ☑ Owner ☐ Officer of Corporate Owner ☐ Trustee

Signature Akiko Kobayashi ★ Date JANUARY 15, 2013

This Return must be filed by:

A) the transferee on or before the 30th day after the date of the unregistered disposition of land together with payment of tax, or application for deferral, or exemption application, as appropriate.

B) the trustee within 30 days of becoming aware of any disposition. Where there is more than one trustee of the same interest in land, one or more trustees may file this return on behalf of all the trustees.

Send the Return and relevant attachments to:

Ministry of Revenue
Audit, Inspection and Resource Taxes Branch
Land and Resource Taxes
33 King Street West
PO Box 625
Oshawa ON L1H 8H9

Enquiries

Phone	1 866 ONT-TAXS (1 866 668-8297)
Teletypewriter (TTY)	1 800 263-7776
Website	**ontario.ca/revenue**

LV III104-LV III123,LV III220-LV III229-33408

Ontario

Ministry of Revenue
Motor Fuels, Tobacco,
Land and Resources Taxes
33 King Street West
PO Box 625
Oshawa ON L1H 8H9

Authorizing or Cancelling a Representative

Fuel Tax Act; Gasoline Tax Act; Tobacco Tax Act; Land Transfer Tax Act; International Fuel Tax Agreement (IFTA); Electricity Act, 1998

Version française disponible.

Before you start, please read the information on the reverse side.

Complete this form to **authorize** the Ministry of Revenue (ministry) to deal with another person (such as your spouse, other family member, accountant, or solicitor) as your representative for fuel, gas, tobacco, land transfer, payments in lieu of additional municipal and school taxes, IFTA, and/or gross revenue charge tax matters.

Complete this form to **cancel** one or more existing authorizations.

PART 1 - Client Information

Legal name (If a firm, name of firm.)
Last: KOBAYASHI
First: AKIKO

Daytime Telephone Number: (905) 602-7463

Mailing Address
Street number and name / P.O. Box, R.R.: C/O TSI INTERNATIONAL GROUP INC. 1 ROBERT SPECK PARKWAY
Apt./Suite/Unit No.: 960

City: MISSISSAUGA
Province/Territory: ONTARIO
Postal Code: L4Z 3M3

MFTT Reference No. / IFTA Account No.:

Please indicate under which agreement/ statute(s) your representative will be acting on your behalf.

- ☐ Fuel Tax Act
- ☐ Gasoline Tax Act
- ☐ Tobacco Tax Act
- ☑ Land Transfer Tax Act
- ☐ IFTA
- ☐ Electricity Act, 1998, s. 92
- ☐ Electricity Act, 1998, s. 92.1

PART 2 - Authorizing a Representative

Name of representative (If a firm, name of firm.)
First: TSI INTERNATIONAL GROUP INC.

Daytime telephone number: (905) 602-7463

Fax number: (905) 602-7460

Mailing Address
Street number and name / P.O. Box, R.R.: 1 ROBERT SPECK PARKWAY
Apt./Suite/Unit No.: 960

City: MISSISSAUGA
Province/Territory: ONTARIO
Postal Code: L4Z 3M3

If your representative is a firm, and you want a specific person in the firm to represent you, state their name and title.

Note: *If you do not identify a specific individual in the firm, you are authorizing the ministry to deal with anyone from that firm.*

Name of person in the firm
Last:
First:

Title:

Type of Authorization

☑ Authorize your representative to deal on your behalf in **every way** with the Minister of Revenue for the purposes of the Fuel Tax Act, Gasoline Tax Act, Tobacco Tax Act, Land Transfer Tax Act, payments in lieu of additional municipal and school taxes, IFTA, and/or gross revenue charge matters.

or

☐ Authorize your representative to act on your behalf **only for matters specified below** (i.e. Account Inquiry, Applications, Decals, Permits, Returns, etc.)

☐ Authorize your representative to deal with **refunds** on your behalf. Choosing this option irrevocably directs and authorizes the ministry to make all refund cheques payable to your designated representative.

Tax year(s) that apply to this authorization

☑ **All** tax years, including all previous and future tax years

or

☐ **Specific** tax year or years (No more than 6 years. List years.)

PART 3 - Cancelling one or more existing authorizations (choose **one** of the following)

☐ Cancel **all** existing authorizations.

or

☐ Cancel **all** existing authorizations **given to the representative** shown below.

Name of representative (If a firm, name of firm.)
Last:
First:

If your representative is an individual within a firm, provide name and title.
Last:
First:

Title:

PART 4 - Signature

By signing this form, you authorize the ministry to deal with the representative identified in PART 2 according to the details provided, and cancel the existing authorization(s) indicated in PART 3.

This form will not be accepted unless it is signed.

Signature of individual or signature and title of authorized signing person
Signature: Akiko Kobayashi
Title:
Date: 2013-01-15

The personal information provided by you on this form is collected under the authority of the Fuel Tax Act R.S.O. 1990, c.F.35, as amended; the Gasoline Tax Act R.S.O. 1990, c.G.5, as amended; the Tobacco Tax Act R.S.O. 1990, c.T.10, as amended; the Land Transfer Tax Act R.S.O. 1990, c.L.6, as amended, Electricity Act 1998, S.O. 1998, c.15, Sched. A, and will be used for the purpose of determining the authority of a representative who requests information or activity on your account. You may direct any questions about the collection of personal information under the Land Transfer Tax Act and s.92 of the Electricity Act 1998, to the Manager, Land and Resources Taxes, Tax Compliance Branch, PO Box 625, 33 King Street West, Oshawa ON L1H 8H9, 1 866 ONT-TAXS (1 866 668-8297). For questions about the collection of personal information under the Fuel Tax Act, Gasoline Tax Act, Tobacco Tax Act and s.92.1 of the Electricity Act 1998, you may direct any questions to the Senior Manager, Operations, Motor Fuels and Tobacco Tax, PO Box 625, 33 King Street West, Oshawa ON L1H 8H9, 1 866 ONT-TAXS (1 866 668-8297).

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Eng 3252D (2008/06)

LV III104-LV III123,LV III220-LV III229-33408

Why do you need to complete this form?

Tax information is confidential. If you want the ministry to deal with another individual (such as your spouse, accountant or solicitor) as your representative for fuel, gas, tobacco, land transfer, payments in lieu of additional municipal and school taxes, IFTA, and/or gross revenue charge matters, the ministry needs your authorization. You can do this by completing Parts 1, 2, and 4 of this form.

Your authorization will stay in effect until you cancel it. It is important that you remember each authorization given to the ministry so that you can cancel the authorization when it is no longer needed. You can cancel an existing authorization by completing Parts 1, 3, and 4 of this form. All authorizations are automatically cancelled upon notification of death.

You will have to complete a new Authorizing or Cancelling a Representative form if you want to change any information about an existing representative. For example, if your representative is a firm, you may authorize the ministry to deal with a specific individual from that firm. In a future year, should you want to replace that individual with another individual from the same firm, you will have to complete a new form to update your authorization.

You can have more than one representative authorized at the same time. However, you have to complete a separate Authorizing or Cancelling a Representative form for each representative.

Note: If your representative is a firm and you do not identify a specific individual in the firm as your representative, you are giving the ministry authority to deal with anyone from that firm.

Does your spouse, common-law partner, or other family member need your authorization?

Yes. The ministry cannot deal with your spouse, common-law partner, son, daughter, or other family member without your authorization.

What will your representative be allowed to do?

When you authorize the ministry to deal with a representative, you are allowing that person to act on your behalf in almost all tax matters for the tax year or years you specify. For example, the representative will be allowed to discuss your confidential tax information with the ministry and ask the ministry to make changes to your tax return. Should you wish to authorize your representative to represent you in specific issues, please specify which issues in Part 2.

What happens if you do not sign this form?

If you do not sign this form, the ministry cannot be sure that you have given the ministry the authority to deal with the representative identified on the form. To protect the confidentiality of your tax information, the ministry will not accept or act on any information given on this form unless you have signed the form.

Do you need more information or assistance?

Toll free	1 866 ONT-TAXS (1 866 668-8297)
Teletypewriter (TTY)	1 800 263-7776

Information is also available on the Ministry of Revenue website: **ontario.ca/revenue**.

Where do you send your completed form?

Mail your completed form to:

Ministry of Revenue
Motor Fuels, Tobacco,
Land and Resources Taxes
33 King Street West
PO Box 625
Oshawa ON L1H 8H9

THIS IS **EXHIBIT "BB"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

Ontario ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND REGISTRY OFFICE #33

08207-0216 (LT)

PREPARED FOR JING1234
ON 2024/08/28 AT 09:41:55

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

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

PROPERTY REMARKS: PLANNING ACT CONSENT IN DOCUMENT ER1328608.

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
DIVISION FROM 08207-0200

PIN CREATION DATE:
2022/07/19

OWNERS' NAMES
SHOGUN MAITAKE PROPERTY LTD.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2022/07/19 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 1992/09/14 **						
195932	1964/04/03	BYLAW				C
ER1107112	2017/06/09	NO CHARGE LEASE		*** DELETED AGAINST THIS PROPERTY *** SHOGUN MAITAKE CANADA CO. LTD.	GENCAP ENTERPRISES INC. EARNSHAW, PETER	
REMARKS: ER1106876.						
33R20792	2020/08/12	PLAN REFERENCE				C
ER1328608	2020/10/08	TRANSFER	$1,030,000	2533430 ONTARIO INC.	SHOGUN MAITAKE PROPERTY LTD.	C
REMARKS: PLANNING ACT STATEMENTS.						
ER1373643	2021/05/10	CHARGE	$2,500,000	SHOGUN MAITAKE PROPERTY LTD.	THE TORONTO-DOMINION BANK	C
ER1373646	2021/05/10	NO ASSGN RENT GEN		SHOGUN MAITAKE PROPERTY LTD.	THE TORONTO-DOMINION BANK	C
REMARKS: ER1373643						
ER1478967	2022/07/25	DISCH OF CHARGE		*** COMPLETELY DELETED *** GENCAP ENTERPRISES INC.		

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				EARNSHAW, PETER		
REMARKS: ER1107112.						

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

THIS IS **EXHIBIT "CC"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

TSI Holdings Asia Limited.
Mill Mall, Suite 6, Wickhams Cay 1, P.O.Box 3085
Road Town, Tortola, British Virgin Islands

Loan Agreement

This contract ("Contract") is an agreement between TSI Holding Asia Limited., Place Canada 3F, 7-3-37 Akasaka, Minato-ku, Tokyo 107-0052, henceforth known as "Borrower" and Kobayashi Kyohodo Co., Ltd. At 3-38-9 Nińomiya, Fukui-shi, Fukui 910-0015 henceforth known as "Lender."

Borrower wishes to borrow CAD$ 3,546,306.68 known as "Loan". Loan has been furnished to the Borrower on September 4th, 2015.

Conditions for this Loan are as follows:

1. The Loan amount will have a fixed rate of 3% interest on the total borrowed and to be paid in full within one year of signing the agreement.
2. The Agreement will be covered under Japanese law.
3. If after one year from the signing of the agreement the loan is not paid then land in London Valley 3 will be used as collateral which includes the value of the GIC.
4. The terms and conditions can be changed at any time with agreement of both parties.

Borrower and Lender agree to the conditions above, and sign to that effect on 17th ~~(date)~~ day of September 2015.

TSI Holdings ASIA Ltd

Timothy P. Shiear

Borrower Name

KOBAYASHI KYOHODO CO., LTD

PRESIDENT MASAO KOBAYASHI

Lender Name

Borrower Signature

株式会社 小林京鳳堂
代表取締役 小林 将男

Lender Signature

THIS IS **EXHIBIT "DD"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

P-Evidence 10

July 8, 2019

Open Letter of Inquiry

To: TSI Global K.K.
Representative Director Hiroyuki Kawashima
Akasaka 7-3-37 Palace Canada 3F, Minato-ku, Tokyo

This letter is written jointly in the name of Kobayashi Kyohodo K.K., Kobard K.K., Mrs. Akiko Kobayashi, and six other members, and Mr. Chiaki Hayashi (financial advisor of Mrs. Akiko Kobayashi).

I received a letter dated April 1, 2016. The outline of the letter is as follows.
In April 4, 2016, the group organization will be changed and called by the new name "Trans Global Partners".
In Japan, TSI Global K.K. will provide the same support services as has been provided till the date. (partially omitted)
In Canada, after the new organization, "Trans Global Partners"… (partially omitted).

After two years and three months, no explanation or report has been provided. The fact that investors who have invested a few billion yen has been continuously ignored shows that TSI fails to fulfill its duty and responsibilities at all as the company which received the investment money. We request you to provide clear answers to the following questions within two weeks from the receipt of this letter:

1. Please clarify that the names of all your group companies, their representatives, and their businesses operations, in order to show that TSI is properly functioning as well as where responsibilities lie.
2. Please clarify how “Investment funds”, “Deposits” and “Loans” of the members of Kobayashi family and its related companies are currently held.
3. Please clarify the total amount of interest and due date for “Deposits” and “Loans” as of the date.

If you do not respond to the above questions within the above period, we will determine that you are not eligible as a company which receives money from investors and will immediately begin legal procedures with cooperation of the competent authorities and administrative agencies.

From: Chiaki Hayashi
Honmachi 1-7-1-2F, Chuo-ku, Osaka-shi

[It is certified that this postal mail (No. 53466 of July 8, 2019) was posted as registered (with content certification). Japan Post Co., Ltd.]

THIS IS **EXHIBIT "EE"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

P-Evidence 11

July 22, 2019

To: Mr. Chiaki Hayashi

Honmachi 1-7-1 2F, Chuo-ku, Osaka-shi

From: TSI Global K.K.

Akasaka 7-3-37 Place Canada 3F, Minato-ku, Tokyo

Representative Director Hiroyuki Kawashima

Response Letter

In response to the open letter of inquiry dated July 8, 2019, we hereby provide our responses to the queries.

1. On the opening part, which states that TSI Global K.K. has not provided any explanation or report to Mrs. Kobayashi since April 1, 2015

(1) You, the financial advisor of Mrs. Kobayashi, are the representative director of Global-I K.K., which is also an agent of Trans Global Partners Limited. Back then, you instructed us that TSI Global K.K. should provide all explanations and reports regarding Mrs. Kobayashi's investments to you, and you will explain and report to Mrs. Kobayashi.
(2) As such, since April 1, 2016, TSI Global K.K. has sent all periodical reports to Global-I K.K. Also, TSI Global K.K. has contacted you for any other related matters.

2. Question 1

Group companies of TSI Global K.K.are as follows:

(1) TRANS GLOBAL PARTNERS Limited (Hong Kong)
Representative: Tim Shields
Business Details: Product development and business management
(2) TSI Global K.K. (Tokyo)
Representative Director: Hiroyuki Kawashima
Representative Director: Tim Shields
Business Details: services and information provision, customer relationship
(3) Trans Global Partners Inc (Toronto)

Representative: Randy Hoffner
Business Details: Products development and administrative management

2. Question 2

See below for the details of investments by Mrs. Kobayashi and other members of Kobayashi.

Mrs. Akiko Kobayashi Total 749 units

LV- 35 units, LV5- 107 units, NECII- 10 units, FEH- 12units, CGE- 180 units, TCX- 405 units

Mr. Masao Kobayashi Total 278 units

LV2- 70 units, LV5- 65 units, FEH- 13 units, TCX- 130 units

Mr. Hironori Kobayashi Total 543 units

LV- 10 units, LV2- 100 units, LV4- 185 units, LV5- 107 units, NECII- 10 units, FEH- 13 units, TCX- 118 units

Mrs. Mizue Fukiage Total 325 units

LV2 -50 units, LV4- 185 units, LV5- 20 units, FEH- 12 units, TCX- 58 units

Mr. Toru Fukiage Total 54 units

LV2- 40 units, LV5- 14 units

Mr. Sho Kobayashi

LV5- 20 units

Mr. Yoshiki Fukiage

LV5- 30 units

Mrs. Masayo Kobayashi

LV5- 20 units

Kobayashi Kyohodo K.K.

LV5- 90 units, LV3- 35 acre

Land-banking

Total amount held: CND 21,090,000

LV3: CND3,850,000

Total amount of investment: CND 24,940,000

Total amount in JPY: 1 CND = 83 JPY

JPY 2,070,020,000

4. Question 3

All the funds transferred by Mrs. Kobayashi were allocated to purchasing the products as shown in the above list. There is no fund held by us as deposit or as loan.

[It is certified that this postal mail (No. 79302 dated July 22, 2019) was posted as a registered mail (with content certification). Japan Post Co., Ltd.]

1654

P-Evidence 13

November 16, 2020

To: Mr. Chiaki Hayashi
Honmachi 1-7-1 2F, Chuo-ku, Osaka-shi

To: Global-I K.K
Representative Director: Chiaki Hayashi
Honmachi 1-7-1 2F, Chuo-ku, Osaka-shi

From: Notifier TSI Global K.K.
Representative Director: Hiroyuki Kawashima,
2nd floor, Kioi-cho Hills, 3-32, Kioi-cho,
Chiyoda-ku, Tokyo

Attorney representing above notifier:
Nobuaki Abe
Abe Law Office
Imon Kudanshita Building, 3rd Floor,
1-11-4, Kudankita , Chiyoda-ku, Tokyo
TEL 03-3263-1321/ FAX 03-3263-1322

Notice

1. Introduction

Global-I K.K. has been receiving investments from investors for various investment products sold by TSI international group Asia Limited (hereinafter referred to as "TSI international group") as an official agent of TSI international group. As Global-I K.K. and Mr. Hayashi are aware, TSI Global K.K. is a company that provides after-sales services to investors with respect to the investment products sold by TSI international group.

In this context, as TSI Global K.K. has received a number of questions from Mrs. Akiko Kobayashi and her related persons and companies (hereinafter referred to as “Mrs. Kobayashi etc.”) regarding investments in TSI international group from Mrs. Kobayashi etc.. we notify Global-I K.K. and Mr. Hayashi as follows just to be certain.

2. The Background of Investments in LVIII by Mrs. Kobayashi etc.

(1) Around September 3, 2015, TSI international group received a remittance of more than JPY 328 million from Mrs. Kobayashi, etc.. As we had not received any prior notice, the notifier asked Global-I K.K. and Mr. Hayashi about what this remittance was, and you and your company asked us to keep the money as an investment fund on behalf of Mrs. Kobayashi, etc.. Then, the notifier received a notice from you and your company that the fund should be invested in LVIII. Accordingly, the notifier informed TSI international group of this and TSI international group treated the fund as the investment fund into LVIII around September 13, 2016.
Global-I K.K. and Mr. Hayashi seem to be explaining to Mrs. Kobayashi, etc. that the money has been kept as deposit, but that is not true. Please correct your explanations to Mrs. Kobayashi, etc as soon as possible.

(2) For the avoidance of doubt, what is meant by treating the fund as the investment into LVIII is that Mrs. Kobayashi, etc. are made shareholders of SPC (2533430ONTARIO INC), which owns 45 acres of the land in London, Ontario, Canada. The owner of the 45 acres is the SPC, not Mrs. Kobayashi, etc.

(3) Regarding the ownership of the land corresponding to the 45 acres invested by Mrs. Kobayashi, etc., Mr. Yoshinobu Odaira, the founder of Shogun Maitake purchased 10 acres out of the 45 acres, under your instructions. The purchase price of the 10 acres, CAD 1.1 million was invested in another land banking project, after TSI international group received the payment from Mr. Odaira, again under your instructions. As it seems that Global-I K.K. and Mr. Hayashi have not adequately explained this investment to Mrs. Kobayashi, etc., please provide an accurate explanation immediately. As directed by Global-I K.K. and Mr. Hayashi, TSI international group reinvested the said payment.

(4) Although Global-I K.K. and Mr. Hayashi seem to have explained to Mrs. Kobayashi, etc. that the above fund could be converted into cash at any time, this is not true. Mrs. Kobayashi, etc. invested into the land. In the future once the land is developed, the price rises, and the land is resold, the investment funds will be repaid in cash together with profits.

3. Existence of Loans from Mrs. Kobayashi, etc. to TSI international group or the Notifier

As explained above, all funds remitted from Mrs. Kobayashi, etc. to TSI international group have been invested in land banking and other projects, and there are no funds held by TSI international group.

4. Contents-certified Mails between Mr. Hayashi and the Notifier

(1) Notices exchanged between you and the notifier are as follows:

① Open letter of inquiry dated July 8, 2019 sent by Mr. Hayashi (by certified mail)

② Response from the notifier dated July 22, 2019 (by certified mail)

(2) In addition, we noticed that Mrs. Kobayashi, etc. holds a copy of the following notices.

③ Confirmation of response dated October 7, 2019 sent by Mr. Hayashi (by certified mail)

④ Response from the notifier dated October 26, 2019 (by certified mail)

(3) Authenticity

A. Each of the documents ① and ② above is an authentic document, but each of the documents ③ and ④ is not authentic. The notifier has not received the document ③. Mr. Hayashi had the document registered and sent out but immediately instructed the postal office to cancel and have the mail returned to him. As a result, it was made to look that the mail was actually sent out. We believe that you do not have the delivery certificate which is supposed to be kept by you and shows that the document ③ was delivered to the notifier.

B. Regarding the document ④, we must say that you fabricated the document by affixing forged seal of the notifier as if you are the notifier, and sent it out to yourself. The seal impression in the name of the notifier affixed to the document ④ is not the seal impression which matches the actual seal of the notifier.

(4) Since Mrs. Kobayashi, etc. stated that they had received the documents ③ and ④ above from Global-I K.K. and Mr. Hayashi, it must be Global-I K.K. and Mr. Hayashi who prepared the documents ③ and ④. Global-I K.K. and Mr. Hayashi committed the serious misconducts of fabricating the documents, which should be taken seriously. Global-I K.K. and Mr. Hayashi must promptly provide accurate explanations to Mrs. Kobayashi, etc..

5. Agency Arrangements between You and TSI international group

Given the improper and unlawful acts committed by Global-I K.K. and Mr. Hayashi against Mrs. Kobayashi, etc., the agency agreement between TSI international group and Global-I K.K. must be terminated. TSI international group sent to Global-I K.K. the other day a notice of termination of the agency agreement. From now on, you must fully recognize that you are not an agent of TSI international group anymore and must not act as an agent.

6. Commissions Paid to Mr. Hayashi

From 2012 to this day, Global-I K.K. has been acting as an agent with respect to investment agreements between Mrs. Kobayashi, etc. and TSI international group. Accordingly, the notifier has paid Global-I K.K. CND 2,972,200 as commission fees. When converted to Japanese yen, it is about JPY 300 million. In this regard, Global-I K.K. seems to have explained to Mrs. Kobayashi, etc. that the

commission fees received from the notifier was approximately JPY 28 million, which is not true. We request that you explain to Mrs. Kobayashi etc. the accurate amount of commission fees immediately.

7. Global-I K.K. and Mr. Hayashi's Explanations

We have heard that Global-I K.K. and Mr. Hayashi are still being asked by Mrs. Kobayashi, etc. to give explanations, and that each time you explain that you are not able to provide explanations because there is no response from the notifier. Such explanation is inappropriate and we demand you to stop giving such explanations immediately.

8. Summary

We notify Global-I K.K. and Mr. Hayashi as described above. If you have any questions or inquiries about the contents of this document, please contact me, the counsel representing the notifier.

Sender
Attorney, Mr. Nobuaki Abe
Abe Law Office, 3rd Floor, Imon Kudanshita Building, 1-11-4, Kudankita, Chiyoda-ku, 〒102-0073, Tokyo

Recipient
Mr. Chiaki Hayashi
〒541-0053 Honmachi 1-7-1 2F, Chuo-ku, Osaka-shi, Osaka

Global-I K.K.
Representative Director: Mr. Chiaki Hayashi
〒541-0053 Honmachi 1-7-1 2F, Chuo-ku, Osaka-shi, Osaka

[We certify that this mail was submitted as registered contents-certified mail No. 12484199976 on November 16, 2020.

Japan Post Co., Ltd.]

Acceptance serial number: 2020111617014000100002

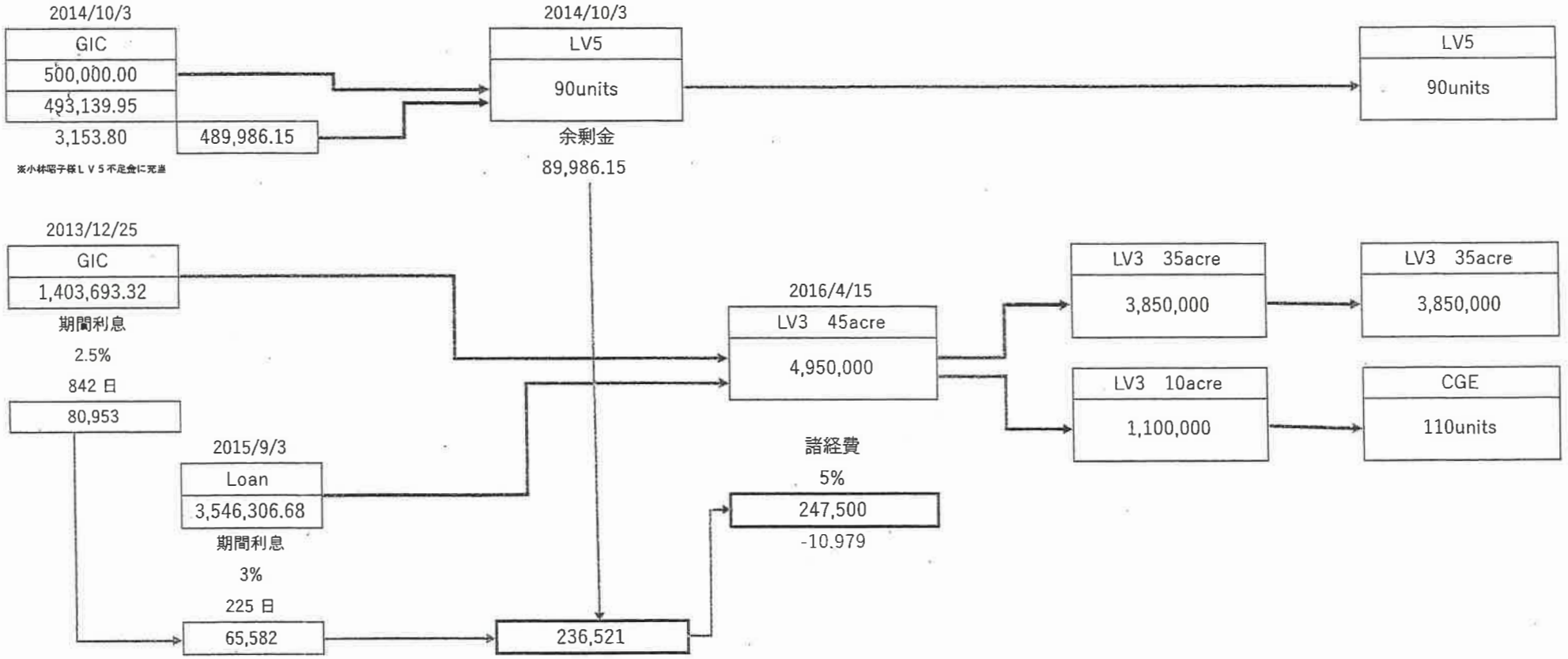
THIS IS **EXHIBIT "FF"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

■GICおよび借入金の流れ



2.10.28

THIS IS **EXHIBIT "GG"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

No __CC3___ INCORPORATED UNDER THE LAW OF THE PROVINCE OF ONTARIO _____ 50 Shares

2533430 ONTARIO INC

This is to Certify that. .....K.K. KOBAYASHI KYOUHOU DOH.....

is the registered holder of.....50..... Common Shares

The class or series of shares represented by this certificate has rights, privileges, restrictions or conditions attached thereto and the Corporation will furnish to the holder, on demand and without charge, a full copy of the text of,

(i) the rights, privileges, restrictions and conditions attached to the said shares and to each class authorized to be issued and to each series insofar as the same have been fixed by the directors, and

(ii) the authority of the directors to fix the rights, privileges, restrictions and conditions of subsequent series, if applicable.

LIEN ON SHARES. The Corporation has a lien on the shares represented by this Certificate for any debt of the shareholder to the Corporation.

RESTRICTIONS ON TRANSFER. There are restrictions on the right to transfer the shares represented by this Certificate.

IN WITNESS WHEREOF the Corporation has caused this Certificate to be signed by its duly authorized officers this .....14TH..... day of .....DECEMBER 2020.....
(year)

_____ _____

RANDY HOFFNER - DIRECTOR

markmaker

甲第14号証 9/16

No __CC4___ INCORPORATED UNDER THE LAW OF THE PROVINCE OF ONTARIO _____ 50 Shares

2533430 ONTARIO INC

This is to Certify that. .....AKIKO KOBAYASHI.....

is the registered holder of.....50..... Common Shares

The class or series of shares represented by this certificate has rights, privileges, restrictions or conditions attached thereto and the Corporation will furnish to the holder, on demand and without charge, a full copy of the text of,

(i) the rights, privileges, restrictions and conditions attached to the said shares and to each class authorized to be issued and to each series insofar as the same have been fixed by the directors, and

(ii) the authority of the directors to fix the rights, privileges, restrictions and conditions of subsequent series, if applicable.

LIEN ON SHARES. The Corporation has a lien on the shares represented by this Certificate for any debt of the shareholder to the Corporation.

RESTRICTIONS ON TRANSFER. There are restrictions on the right to transfer the shares represented by this Certificate.

IN WITNESS WHEREOF the Corporation has caused this Certificate to be signed by its duly authorized officers this .....14TH..... day of .....DECEMBER 2020.....
(year)

_____ _____

RANDY HOFFNER - DIRECTOR

markmaker

1664

甲第 14 号証 9 2

THIS IS **EXHIBIT "HH"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

Ontario ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND REGISTRY OFFICE #33

08207-0222 (LT)

PREPARED FOR Alexandra01
ON 2025/02/21 AT 07:55:34

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

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

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
DIVISION FROM 08207-0201

PIN CREATION DATE:
2022/07/20

OWNERS' NAMES
2533430 ONTARIO INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2022/07/20 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 1992/09/14 **						
195932	1964/04/03	BYLAW				C
ER1062947	2016/09/13	TRANSFER	$4,186,000	LONDON VALLEY III INC.	2533430 ONTARIO INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
ER1106876	2017/06/08	NOTICE OF LEASE	$2	SHOGUN MAITAKE CANADA CO. LTD.	2533430 ONTARIO INC.	C
ER1107112	2017/06/09	NO CHARGE LEASE		*** DELETED AGAINST THIS PROPERTY *** SHOGUN MAITAKE CANADA CO. LTD.	GENCAP ENTERPRISES INC. EARNSHAW, PETER	
REMARKS: ER1106876.						
33R21117	2021/10/21	PLAN REFERENCE				C
ER1461107	2022/05/05	CERTIFICATE		HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO, REPRESENTED BY THE MINISTER OF TRANSPORTATION FOR THE PROVINCE OF ONTARIO		C
REMARKS: CERTIFICATE OF APPROVAL						

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
ER1463513	2022/05/16	PLAN EXPROPRIATION			HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO, REPRESENTED BY THE MINISTER OF TRANSPORTATION FOR THE PROVINCE OF ONTARIO	C
	REMARKS: LIMITED INTEREST UNTIL 2025/12/31 1					
ER1478967	2022/07/25	DISCH OF CHARGE		*** COMPLETELY DELETED *** GENCAP ENTERPRISES INC. EARNSHAW, PETER		
	REMARKS: ER1107112.					

THIS IS **EXHIBIT "II"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

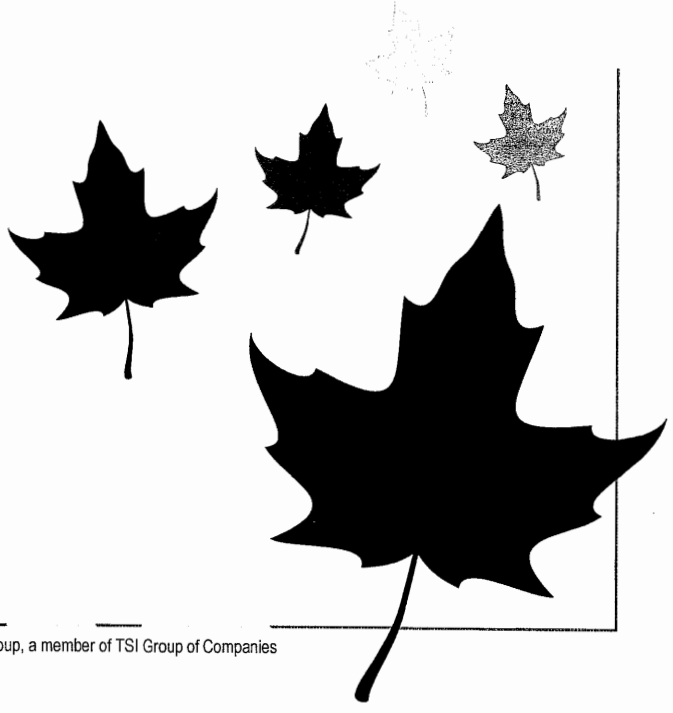
AMANDA MCLACHLAN

3<637
JP
Y/12/, 2013

INTERNATIONAL

LONDON VALLEY IV INC.

HIRONORI KOBAYASHI



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UNIT IDENTIFICATION NO. LV IV6-LV IV55

AGREEMENT OF SALE AND PURCHASE dated the 13TH day of NOVEMBER, 2013.

BETWEEN

HIRONORI KOBAYASHI,

Identification:DRIVER'S LICENSE (528701029170)

Address: 413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Phone Number: 81-776-27-5321

(hereinafter referred to as the "**Purchaser**")

-and-

TSI-LV IV INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario,

(hereinafter referred to as the "**Vendor**");

-and-

LONDON VALLEY IV INC.,
a corporation incorporated under the laws of the Province of Ontario

(hereinafter referred to as the "**Nominee**")

WHEREAS:

A. The Vendor is the beneficial owner of an undivided interest in a parcel of land described in Schedule "B" annexed to this Agreement (the "**Property**") and title to which Property is registered in the name of the Nominee.

B. The Vendor is engaged in the business of land banking, the prime focus of which is to locate and purchase raw land and to endeavour to rezone the land through the applicable land development process to an approved use determined by the Vendor to be suitable and appropriate in all of the circumstances, and to thereby enhance the value of the land.

C. The Purchaser acknowledges that rezoning of the Property is uncertain and may take many years to achieve, often six years or longer, and that there can be no assurance that rezoning will be obtained, or if obtained, to permit for such use or uses as were requested and/or otherwise on terms and conditions that are satisfactory.

D. The Vendor may from time to time sell undivided beneficial interests in the Property to various purchasers.

E. The Purchaser acknowledges that real estate investments are generally subject to various risks, including a lack of liquidity, the highly competitive nature of the real estate industry, changes in general economic conditions (such as the availability and cost of mortgage funds), conditions of supply and demand for any particular type of real estate in the particular area, government regulations and changes thereto (including uncertainties and delays in zoning, subdivision and development regulatory approval processes, taxation of

LV IV6-LV IV55-35637

property and environmental legislation), changes in governments and the political environment in the jurisdiction where the real estate is located, and sensitivity to interest rates, among other factors.

F. The Purchaser acknowledges having had the opportunity to review this Agreement and its schedules with its advisors and to conduct such due diligence investigations as the Purchaser deemed appropriate with respect to all matters pertaining to the Property and to the Vendor.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. SALE OF UNDIVIDED BENEFICIAL INTEREST IN LAND

1.1 The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser a 50/512TH undivided beneficial interest in the Property (the "**Purchaser's Land Interest**").

1.2 The Purchaser's Land Interest will be identified by the following designated identification number: LV IV6-LV IV55

2. . PURCHASE PRICE

2.1 The Purchaser shall pay the aggregate sum of Ten Thousand Dollars of lawful money of Canada (C$10,000) for each 1/512TH undivided beneficial interest in the Property upon execution of this Sale and Purchase Agreement, of which Nine Thousand Five Hundred Dollars (C$9,500) of lawful money of Canada will be paid on account of the purchase price for such interest, and Five Hundred Dollars (C$500) of lawful money of Canada will be paid into a segregated account known as the "Concept Planning Fund" (the "**Concept Planning Fund**") to be used to defray costs, expenses and fees to be incurred in connection with the Property, as more particularly hereinafter described and as described in the Co-Owners Agreement (as such term is hereinafter defined).

2.2 The Purchaser hereby agrees to purchase the Purchaser's Land Interest for a total purchase price of FOUR HUNDRED SEVENTY FIVE THOUSAND DOLLARS ONLY of lawful money of Canada (C$475,000.00) (the "**Purchase Price**"), and to pay the amount of TWENTY FIVE THOUSAND DOLLARS ONLY of lawful money of Canada (C$25,000.00) into the Concept Planning Fund (the "**Concept Planning Fund Contribution**"). All references in this Agreement to payments of money being made shall mean lawful money of Canada.

2.3 The Purchase Price excludes applicable harmonized sales tax (the "**HST**") pursuant to the *Excise Tax Act*, R.S.C. 1985, c E-15, as amended (the "**ETA**") and the Purchaser agrees to pay the HST in addition to the Purchase Price and the Concept Planning Fund Contribution, unless the Purchaser has obtained and inserted (or instructed to be inserted) its HST registration number set forth below on the signing page of this Agreement, below its signature, prior to acceptance of this Agreement by the Vendor, in which case the Purchaser hereby represents and warrants that it is a registrant for HST purposes under the provisions of the ETA, under such registration number.

2.4 Included in the Purchase Price and the Concept Planning Fund Contribution, the Purchaser shall be responsible for the payment of land transfer tax ("**LTT**") under

the *Land Transfer Act*, R.S.O., c L.6. as amended (the "**LTTA**"), in the amount of FIVE THOUSAND EIGHT HUNDRED EIGHTY SIX DOLLARS AND SEVENTY CENTS of lawful money of Canada (C$5,886.70).

2.5 The Purchaser covenants to pay, make and submit all necessary payments, filings and remittances within the time periods required therefor under the provisions of the ETA, if applicable, and the LTTA, and the regulations thereunder. The Purchaser hereby authorizes the Vendor on behalf of the Purchaser and with the Purchaser's funds, to make any and all payments, filings and remittances within the time periods required therefore under the provisions of the ETA relating to HST, if applicable, and under the provisions of the LTTA relating to LTT required to be made by the Purchaser arising from its acquisition of the Purchaser's Land Interest. While the Vendor agrees to assist the Purchaser in submitting such payments, remittances and filings, for greater certainty, nothing herein contained shall oblige the Vendor to make any payments or remittances from its own resources or funds and all such payments and remittances and filings shall be the Purchaser's obligation.

2.6 Funds in the Concept Planning Fund shall be applied towards defraying future costs of every nature and kind related to the Property, including property management costs, costs, fees, and services incurred in connection with planning activities, development submissions, subdivision applications, operational costs and all other activities and matters concerning or related to the Property, as determined by the Operator (as such term is defined in the Co-Owners Agreement) which would be incurred by or on behalf of the Purchaser as a Co-Owner. The Concept Planning Fund is intended to be a deposit account. The Purchaser's proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Purchaser following completion of the sale of the Property. The Purchaser's proportionate share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of the Co-Owners Agreement) will be paid by the Purchaser (in its capacity as a Co-Owner) and deducted from its proportionate share of any sale proceeds receivable by it, if and when the Property is sold or otherwise disposed of.

3. PAYMENT OF THE PURCHASE PRICE

3.1 The Purchaser hereby agrees that the Purchase Price, the Concept Planning Fund Contribution, and all other amounts due and payable hereunder, shall be paid to the Vendor on the Closing Date (as hereinafter defined). Following the Closing Date, the Vendor shall deliver the Concept Planning Fund Contribution to the Operator for deposit into the Concept Planning Fund.

3.2 All payments of the Purchase Price, the Concept Planning Fund Contribution, and such other amounts shall be made through the appointed agent (the "**Vendor's Agent**"), the Vendor's authorised agent and representative in the jurisdiction of residence of the Purchaser, and the Vendor hereby directs the Purchaser to make all such payments to the Vendor's Agent, who is authorised by the Vendor to acknowledge receipt of the Purchase Price and other amounts paid hereunder.

4. CLOSING DATE, DELIVERIES, COSTS, NON-MERGER

4.1 The date on which this Agreement is signed by the Purchaser and is accepted and signed by the Vendor and the Nominee shall be the "**Closing Date**". On the Closing Date, in addition to delivering the Purchase Price and this Agreement, the Purchaser agrees to deliver to the Vendor's Agent a copy of the Co-Owners Agreement signed by the Purchaser.

LV IV6-LV IV55-35637

4.2 Within ninety (90) days after the Closing Date, the Vendor agrees to deliver to the Purchaser the following documents (the "**Closing Documents**"):

(a) this Agreement, duly executed by the Vendor and the Nominee;

(b) a Declaration of Trust (as hereinafter defined), duly executed by the Nominee; and

(c) the Co-Owners Agreement (as hereinafter defined), duly executed by the Nominee and Operator (as therein defined).

4.3 The Vendor shall pay for the cost of drafting and/or settling the Closing Documents. The Vendor shall not be obligated to pay any other costs associated with the purchase of the Purchaser's Land Interest.

4.4 This Agreement shall be irrevocable by the Purchaser for a period of 120 days following its execution and delivery to the Vendor or the Vendor's Agent. This Agreement shall only become binding upon the Vendor and the Nominee following the Vendor and the Nominee having each accepted this Agreement as signified by its respective execution of this Agreement where indicated below.

4.5 All representations, warranties and covenants of the Purchaser as set out in this Agreement shall not merge upon closing but shall survive closing and the Closing Date.

5. VENDOR REPRESENTATIONS AND WARRANTIES

5.1 The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in completing the sale and purchase transaction contemplated in this Agreement:

(a) the Vendor is the beneficial owner of the Purchaser's Land Interest with good and marketable title thereto, subject to Section 6.1;

(b) registered title to the Property and beneficial title to the Purchaser's Land Interest shall be good and marketable and clear and free from all mortgages, charges and financial liens on the Closing Date;

(c) the Vendor has the right, power and authority to sell the Purchaser's Land Interest as contemplated in this Agreement;

(d) the Vendor is a corporation properly constituted and in good standing under the laws of the Province of Ontario and the laws of Canada applicable therein; and

(e) the Vendor is not now and on the Closing Date will not be a non-resident of Canada within the meaning of the *Income Tax Act* (Canada), R.S.C. 1985, c.1 (5th Supp.), as amended from time to time.

6. EASEMENTS, LIENS, REGISTERED AGREEMENTS

6.1 Other than any mortgage, charge or financial lien which the Vendor is required to discharge pursuant to this Agreement, registered title to the Property, and beneficial title to the Purchaser's Land Interest, shall be subject to all other liens and encumbrances registered

LV IV6-LV IV55-35637

on title to the Property on the Closing Date or which may be registered against the title to the Property after the Closing Date, including those registered in connection with the rezoning or development process relating to the Property, and including, without limitation, agreements with the applicable municipality or region, agreements with public regulated utilities, easements for the supply of domestic utility or telephone services to the Property or properties which are adjacent to the Property, easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the Property or its proposed development, other registered restrictions or covenants that run with the lands, and the restrictions and reservations in the Crown patent.

7. PURCHASER(S)' REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 The Purchaser represents and warrants to and covenants in favour of the Vendor as follows:

(a) there are no liens, mortgages, judgements, executions or other encumbrances, related to or attaching to the Purchaser's Land Interest or any part thereof;

(b) the Purchaser shall keep the Purchaser's Land Interest and every part thereof free and clear of all liens, mortgages, other encumbrances, judgements or executions. The Purchaser warrants and represents that all such liens, mortgages, judgements, executions other encumbrances, if any, shall be discharged and removed forthwith at the Purchaser's sole cost and expense and the Purchaser shall hold harmless the Vendor and all other beneficial owners of undivided interests in the Property from time to time against any and all claims, liabilities, actions, cause of actions, charges, demands and costs, including solicitors fees in connection therewith; and

(c) the Purchaser will not register or cause to be registered this Agreement, the Co-Owners Agreement, notice of this Agreement, notice of the Co-Owners Agreement, notice of the Purchaser's Land Interest, or any caution against title to the Property and the Purchaser shall forthwith remove and discharge any such registration at its costs and expense, failing which the Vendor may do so at the cost and expense of the Purchaser.

7.2 The foregoing warranties, representations and covenants of the Purchaser shall not merge on closing but shall survive closing and the Closing Date.

8. PURCHASER(S)' PARTICULARS, NATURE OF VESTING OF BENEFICIAL TITLE

8.1 The Purchaser agrees and confirms that the personal information provided in Schedule "A" annexed hereto is true, accurate and complete and agrees to inform the Vendor in writing forthwith of any change in any of the information therein provided.

8.2 If there is more than one person that comprises the Purchaser, then the Purchaser's Land Interest will be held as joint tenants with right of survivorship unless the box below is initialled by the Purchaser in which case the Purchaser's Land Interest will be deemed to be held as tenants-in-common, in the percentages noted therein.

LV IV6-LV IV55-35637

[ ] Purchaser elects to hold Purchaser's Land Interest as tenants- in -common and not as joint tenants, as follows: _____ as to ___%, _____ as to ____%.

9. PRESENT STATE AND CONDITION OF PROPERTY

9.1 The Purchaser hereby agrees that the purchase of the Purchaser's Land Interest is on an "as is, where is basis" with no representations or warranties whatsoever made by the Vendor, other than as expressly set out in this Agreement.

10. TITLE INSURANCE

10.1 The Nominee as registered owner of the Property obtained title insurance upon acquiring the Property (the "**Title Insurance Policy**") in such form and in such amount and with such stipulations, limitations and qualifications respecting coverage as it deemed appropriate.

11. NOMINEE AS BARE TRUSTEE; DECLARATION OF TRUST

11.1 The Purchaser acknowledges that the registered title to the Property is held by the Nominee, as nominee and bare trustee for the Vendor to the extent of its undivided beneficial interest in the Property, and as nominee and bare trustee for others to the extent of their respective undivided beneficial interests in the Property, and that on completion of the transaction herein contemplated the Nominee will hold the registered title to the Property to the extent of the Purchaser's Land Interest as nominee and bare trustee for the Purchaser and others to the extent of their respective undivided beneficial interests in the Property.

11.2 The mailing address of the Nominee for receiving notices shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee may change its mailing address from time to time by giving notice in writing to that effect pursuant to the notice provisions contained in the Co-Owners Agreement.

11.3 The Nominee agrees to execute and deliver to the Purchaser a declaration of trust (the "**Declaration of Trust**") wherein it will confirm that, from and after the Closing Date, it is holding the title to the Property for and on behalf of the Purchaser, to the extent of the Purchaser's Land Interest, in the place and stead of the Vendor.

11.4 The Purchaser acknowledges that the registered title to the Property shall at all times be in the name of the Nominee.

12. NO RIGHT TO USE, OCCUPY OR ACCESS

12.1 The Purchaser agrees that it hereby waives all rights of use, occupation and rights of access to the Property, and any part thereof, in order to facilitate the future rezoning and ultimate subdivision and re-development of the Property, for the benefit of all Co-Owners. The provisions of this Section 12 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date.

13. CO-OWNERS AGREEMENT

13.1 The Purchaser agrees that concurrent with its execution and delivery of this Agreement, the Purchaser shall execute and deliver the agreement or a counterpart of the co-

owners agreement, a draft copy of which is annexed hereto as Schedule "C" (the "**Co-Owners Agreement**").

13.2 The Co-Owners Agreement shall govern, amongst other things, the following:

(a) the rights and obligations of the Purchaser, as owner and any other owners of undivided beneficial interests in the Property;

(b) any future sale, financing and/or development of the Property;

(c) procedures for consent and approvals by the Co-Owners (as such term is defined in the Co-Owners Agreement);

(d) appointing the Operator (as such term is defined in the Co-Owners Agreement) for and on behalf of the Co-Owners;

(e) the rights and obligations of the Operator of the Property;

(f) the obligation of the Nominee as registered holder of the title to the Property for an on behalf of the Co-Owners;

(g) the right to transfer or assign the Purchaser's Land Interest or any part thereof and the terms conditions to be satisfied with respect to any such assignment or transfer; and

(h) such other matters as are therein contained.

13.3 The Vendor shall not be obligated but shall have the right to retain an undivided beneficial interest in the Property to such extent as it may in its absolute discretion deem appropriate and thus be a co-owner thereof and with respect to such undivided beneficial interest it shall be subject to the terms of the Co-Owners Agreement and entitled to exercise the rights of a Co-Owner.

14. SUBDIVISION CONTROL PROVISIONS

14.1 The Vendor agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and this Agreement shall be effective to create an interest in the Property provided that the provisions of the *Planning Act* (Ontario) are complied with in connection with the transaction of sale and purchase of the Purchaser's Land Interest.

15. NO REPRESENTATIONS, WARRANTIES OR ADVICE

15.1 The Purchaser acknowledges that none of the Vendor, the Nominee, the Vendor's Agent nor anyone acting on its or their behalf has made any representations or warranties except as are expressly set forth in this Agreement or the Co-Owners Agreement, nor given any advice respecting the tax treatment relating to the purchase or disposition of the Purchaser's Land Interest or any part thereof or the Property, nor as to the timing of sale, rezoning or development of the Property nor with respect to any potential or anticipated profit to be derived or derivable from the Purchaser's Land Interest or the Property.

15.2 The Purchaser has been urged and advised to consult with the Purchaser's own respective advisors including legal and tax advisors, with respect to the purchase and other matters pertaining to the Property and the Purchaser's Land Interest and the Closing Documents.

LV IV6-LV IV55-35637

16. SOURCE OF FUNDS

16.1 The Purchaser hereby represents, warrants, confirms and acknowledges that the source of the Purchaser's funds:

(a) are not derived directly or indirectly from any crime;

(b) are not linked directly or indirectly to any terrorists or against anti terrorist laws;

(c) are not embargoed funds; and

(d) are not obtained in violation of any laws or seeking to escape or avoid any tax laws;

16.2 The Purchaser covenants that all payments and remittances shall strictly comply , at its own expense, with all regulatory or exchange control provisions in force on the Closing Date and applicable to this Agreement.

16.3 The provisions of this Section 16 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date.

17. NOTICES

17.1 All notices required hereunder shall be in writing and in the English language and may be served either personally upon the parties or by electronic transmission namely by fax or email addressed to the Parties at their respective last known addresses, fax number or email address.

18. HEIRS, ASSIGNS, ETC.

18.1 This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective heirs , administrators, executors, successors and permitted assigns; provided that, the Purchaser shall not be entitled to assign this Agreement or any of its rights hereunder without the prior written approval of the Vendor, which approval may be withheld in its absolute discretion.

19. SUPERCEDING AGREEMENT

19.1 This Agreement shall supercede any and all previous discussions, representations, agreements or understandings made by or on behalf of either of the parties hereto for or relating to the purchase and sale of the Purchaser's Land Interest.

20. SCHEDULES

20.1 Schedules "A", "B" and "C" annexed hereto form an integral part of this Agreement and shall be read together with this Agreement.

21. COUNTERPARTS

21.1 This Agreement may be executed in any number of counterparts and by original or facsimile signature with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement.

LV IV6-LV IV55-35637

22. LAWS AND JURISDICTION-ONTARIO

22.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

23. CAPTIONS

23.1 The captions of the sections of this Agreement are for convenience only and do not amplify or limit in any way the provisions hereof.

24. EFFECT OF PARTIAL INVALIDITY ON THIS AGREEMENT

24.1 In the event that any provision of this Agreement is illegal, void or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

25. FACSIMILE DOCUMENTS

25.1 The parties agree to accept facsimile executed documents, including Closing Documents, as if they were originally signed documents.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SET OUT BELOW.

WITNESSED BY:

DATE OF EXECUTION: 2013-11-13

THE PURCHASER

CHIAKI HAYASHI
Print Name of Witness

HIRONORI KOBAYASHI
Print Name of Purchaser

✓ SIGNATURE OF WITNESS
Signature of Witness

SIGNATURE OF PURCHASER ★
Signature of Purchaser

Witness Identification Number

HST Number:

804960508RT0001

LV IV6-LV IV55-35637

✓

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DATE OF EXECUTION: 2014-1-17
THE VENDOR:
TSI-LV IV INTERNATIONAL CANADA INC.

Per:

Name:
Title:
HST Number: 843 697 772 RT 0001

I/We have the authority to bind the Corporation.

DATE OF EXECUTION: 2014-1-17

THE NOMINEE:
LONDON VALLEY IV INC.

Per:

Name:
Title:
I/We have the authority to bind the Corporation.

SCHEDULE "A" – PURCHASER(S) PARTICULARS

Information Concerning Purchaser(s):

1. PURCHASER:

Full Name: HIRONORI KOBAYASHI

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: 413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Home Telephone: 81-776-27-5321 Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: hironori@kobird.co.jp

Country of Birth: JAPAN

The following have been provided to the Vendor:

(✓) Driver's Licence ( ) Passport ( ) Other_____

2. Second or additional person as Purchaser:

Full Name: _____

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: _____

Home Telephone: _____ Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: _____

Country of Birth: _____

The following have been provided to the Vendor:

( ) Driver's Licence ( ) Passport ( ) Other_____

SCHEDULE "B" – PROPERTY and NOMINEE

LEGAL DESCRIPTION OF PROPERTY

Lands and premises located on 6211 Colonel Talbot Road, in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lot 57 WTR As In 753369 Save & Except PT 2 PL 33R-16279, London/Westminster

REGISTERED HOLDER OF LEGAL TITLE TO PROPERTY

LONDON VALLEY IV INC.

Office: 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3

Tel No: 1-905-602-7463

Fax No: 1-905-602-7460

SCHEDULE "C" – CO-OWNERS AGREEMENT

UNIT IDENTIFICATION NO. LV IV6-LV IV55

CO-OWNERS AGREEMENT

LONDON VALLEY IV INC.

THIS CO-OWNERS AGREEMENT is dated the 15TH day of November, 2013.

BETWEEN:

HIRONORI KOBAYASHI,

Identification: DRIVER'S LICENSE (528701029170)

Address: 413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

(hereinafter referred to as the "**Purchaser**")

-and-

LONDON VALLEY IV INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Nominee**")

-and-

TSI-LV IV INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Vendor**")

-and-

LV IV CAPITAL MANAGEMENT INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Operator**")

-and-

All other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of this Agreement

(hereinafter collectively referred to as the "**Co-Owners**")

WHEREAS:

1. Pursuant to a Sale and Purchase Agreement, the Vendor has sold to the Purchaser, and the Purchaser has purchased from the Vendor, an undivided beneficial interest in the Property;

2. The Nominee is the registered owner of the Property and has agreed to hold the Property as nominee and bare trustee for and on behalf of the Co-Owners from time to time;

3. Every purchaser of an undivided beneficial interest in the Property, every assignee of such purchaser, and every assignee of each such assignee, is required to execute and deliver a counterpart of this Agreement and shall be bound as a Co-Owner pursuant thereto; and

LV IV6-LV IV55-35637

4. This Agreement sets forth the provisions which govern the Co-Owners' ownership of undivided beneficial interests in the Property and any future sale, financing and/or development with the Property and their respective undivided beneficial interests therein.

NOW THEREFORE in consideration of the payment of the sum of One Dollar ($1.00) and other good and valuable consideration now paid by each party to the other, the receipt of which is hereby acknowledged, and of the premises and the mutual covenants herein contained, the parties hereto hereby covenant and agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall be deemed to have the following meanings:

(a) "**ASPE**" shall have the meaning ascribed thereto in Section 16 of this Agreement;

(b) "**Additional Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(c) "**this Agreement**", "**hereof**", "**herein**," "**hereunder**" and words to like effect, refer to this Co-Owners Agreement as a whole and not to any particular provision, as it may be amended, supplemented and/or restated from time to time;

(d) "**Business Day**" means any day of the week other than a Saturday, Sunday or a day which is a statutory holiday, in Ontario, Canada;

(e) "**Concept Planning Fund**" shall have the meaning ascribed thereto in Section 18 of this Agreement;

(f) "**Co-Owners**" means the owners from time to time of Interests and who have signed a counterpart of this Agreement, and shall include the Purchaser, as well as the Vendor to the extent that it retains any Interest, and "**Co-Owner**" means any of the Co-Owners;

(g) "**Co-Owners Record**" has the meaning ascribed thereto in Section 11 of this Agreement;

(h) "**CRA**" means the Canada Revenue Agency, established pursuant to the *Canada Revenue Agency Act*, S.C. 1999, c. 17, which administers tax laws of Canada, including under the *Income Tax Act*, for the Government of Canada;

(i) "**Declaration of Trust**" means the declaration of trust executed by the Nominee concurrently with the completion by a Co-Owner of the purchase from the Vendor of an Interest and pursuant to which the Nominee declares and confirms that it holds registered title to the Property in trust for and on behalf of such Co-Owner, to the extent of such Co-Owner's respective Interest. For greater certainty, "**Declaration of Trust**" includes the declaration of trust executed by the Nominee upon the completion by a Co-Owner of the Transfer of an Interest to a transferee in accordance with the provisions of this Agreement, and includes the declaration of trust executed by the Nominee in favour of the Vendor at the time of its acquisition of the Property;

(j) "**Designated Person**" shall have the meaning ascribed thereto in Section 10 of this Agreement;

LV IV6-LV IV55-35637

(k) "**Dispute**" shall have the meaning ascribed thereto in Section 31 of this Agreement;

(l) "***Excise Tax Act***" means the *Excise Tax Act* (Canada), as amended from time to time, including the regulations made pursuant thereto;

(m) "**HST**" means the harmonized sales tax payable pursuant to the *Excise Tax Act*, including the Province of Ontario's portion thereof;

(n) "***Income Tax Act***" means the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.), as amended from time to time, including the regulations made pursuant thereto;

(o) "**Initial Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(p) "**Interest**" means the undivided beneficial interest in the Property purchased by a Co-Owner pursuant to a Sale and Purchase Agreement, and includes any undivided beneficial interest in the Property continued to be owned by the Vendor, and "**Interests**" means every Interest;

(q) "***Land Transfer Tax Act***" means the *Land Transfer Tax Act*, R.S.O. c.L.6, as amended;

(r) "**LTT**" means the land transfer tax payable pursuant to the *Land Transfer Tax Act*;

(s) "**Net Income**" shall have the meaning attributed thereto in Section 6(j) of this Agreement;

(t) "**Notice Requisitioning an Ordinary Resolution**" shall have the meaning attributed thereto in Section 8 of this Agreement;

(u) "**Notice Requisitioning a Special Resolution**" shall have the meaning attributed thereto in Section 10 of this Agreement;

(v) "**Offer**" shall have the meaning attributed thereto in Section 19 of this Agreement;

(w) "**Operator**" means LV IV Capital Management Inc., or the Designated Person that may be appointed as the Operator's replacement as determined in accordance with Section 10 of this Agreement;

(x) "**Ordinary Resolution**" means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 51% of the aggregate Interests in the Property;

(y) "**Planning Activities**" means the reports, plans, studies, audits, assessments, investigations, legal proceedings, procedures, filings, submissions, applications and/or any other actions taken or made in respect of or in furtherance of the rezoning of, or other land use planning matters related to, the Property;

(z) "**Property**" means the real property legally described on Schedule "1" annexed hereto;

(aa) "**Retained Interest**" shall have the meaning attributed thereto in Section 23 of this Agreement;

(bb) "**Sale and Purchase Agreement**" means the agreement of sale and purchase, or an agreement substantially in the form of the agreement of sale and purchase, entered into

LV IV6-LV IV55-35637

between the Vendor, as vendor, and each Co-Owner (other than the Vendor), as purchaser, pursuant to which each Co-Owner agreed to acquire its respective Interest in the Property. **"Sale and Purchase Agreements"** means every Sale and Purchase Agreement;

(cc) **"Special Resolution"** means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 85% of the aggregate Interests in the Property;

(dd) **"Transfer"** shall have the meaning ascribed thereto in Section 11 of this Agreement; and

(ee) **"Vendor"** means TSI-LV IV International Canada Inc.

2. INTERPRETATION

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) the division of this Agreement into Articles, paragraphs, subparagraphs and schedules and the insertion of headings are provided for convenience only and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;

(b) all references to currency herein are references in Canadian dollars;

(c) any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto;

(d) any reference to an entity shall include and shall be deemed to be a reference to any entity that is a successor to such entity;

(e) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

3. TITLE

Legal title to the Property shall be held in the name of the Nominee, which shall hold such title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Vendor, to the extent of its Retained Interest, if any.)

4. MAILING ADDRESSES

The mailing address of the Nominee, the Vendor and the Operator shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee, the Vendor and/or the Operator may change its mailing address from time to time by giving notice in writing to that effect to all Co-Owners, pursuant to the notice provisions contained in this Agreement.

5. REPRESENTATIONS AND WARRANTIES OF THE NOMINEE AND OPERATOR

(a) The Nominee represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite power, capacity and corporate authority to act as nominee and to perform its obligations under this Agreement;

(iii) it shall not carry on any business other than for the purposes set forth in this Agreement;

(iv) it holds and shall continue to hold legal title to the Property as nominee and bare trustee for and on behalf of each Co-Owner to the extent of each Co-Owner's Interest; and

(v) it shall only deal with the Property in the manner and as provided for in this Agreement.

(b) The Operator represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite capacity and corporate authority to act as Operator, and to perform its obligations under this Agreement; and

(iii) it shall comply with its obligations as provided for in this Agreement.

6. OPERATION AND MANAGEMENT OF THE PROPERTY

The Co-Owners hereby appoint the Operator and the Operator hereby accepts the appointment as the operator and manager of the Property and agrees to undertake such Planning Activities as the Operator may determine in its discretion, acting reasonably, are required to rezone the Property to such use or uses as the Operator shall determine, acting reasonably, and in the best interest of the Co-Owners. The Operator agrees to carry out such Planning Activities and to operate and manage the Property in good faith and in the best interest of the Co-Owners. The Operator agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and to proceed diligently to make all necessary applications to rezone the Property to such use or uses as the Operator shall determine, in its reasonable discretion, and to use its reasonable commercial efforts, at the cost and expense of the Co-Owners, with such costs to be defrayed out of the Concept Planning Fund initially, to obtain all necessary approvals and consents from applicable governmental authorities in connection therewith. Subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have such general powers and authority to administer, manage, control, operate, finance, refinance, develop, lease, grant easements and other rights in, under and over, the Property and to do any act, take any proceeding, make any decision and execute and deliver any instrument, deed, agreement, affidavit or document necessary for or incidental to any of the foregoing, for and on behalf and in the name of the Co-Owners, or as the Co-Owners may so direct by Special Resolution. No person dealing with the Operator

LV IV6-LV IV55-35637

will be required to enquire into the authority of the Operator to do any act, take any proceeding, make any decision or execute and deliver any instrument, deed, agreement or document for or on behalf or in the name of the Co-Owners.

Without limiting the generality of the foregoing provisions of this Section 6, but subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have the following specific powers and authorities without further authority or approval from the Co-Owners:

(a) to engage such professional advisers and consultants as the Operator considers advisable in order to perform its duties hereunder;

(b) to open and operate one or more bank accounts in its name, as agent for the Co-Owners in respect of the Property with a Canadian chartered bank or trust company, into which the Operator may deposit all rentals, if any, and other income earned from the Property (if any) (which for greater certainty shall not include the Concept Planning Fund), and out of which account(s) all expenses properly relating to the Property shall be paid, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of such funds to cover all such expenses;

(c) to execute, deliver and carry out all other agreements which require execution by or on behalf of the Co-Owners with respect to the Property, including without limitation, any agreements required by any governmental or statutory authority having jurisdiction over or with respect to the Property, development agreements, site plan agreements, cost sharing agreements, easements and rights of way;

(d) to enter into lease and/or tenancy arrangements in respect of the Property or any part thereof and to collect all rentals and other income therefrom, if any, provided that nothing herein shall constitute a guarantee by the Operator of the payment of any rent by tenants;

(e) to pay all taxes, fees and other expenses relating to the orderly maintenance and management of the Property out of the Concept Planning Fund, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of funds to cover all such expenses;

(f) to commence or to defend on behalf of the Co-Owners, the Nominee, or itself, any and all actions and other proceedings pertaining to the Property or to the Co-Owners;

(g) to determine the amount and type of insurance coverage, if any, to be maintained in order to protect the Property and the Co-Owners from all usual perils of the type covered in respect of comparable properties and in order to comply with the requirements of any lenders of funds;

(h) to retain, employ and pay and discharge on behalf of the Co-Owners all servants, employees, advisors, consultants and/or contractors necessary to be retained for the management and operation of the Property, including, without limitation, for matters relating to its rezoning and development;

(i) to contract on behalf of the Co-Owners for water, gas, electricity and other utility services and commodities, including cable and telephone services necessary for the development, operation and maintenance of the Property; and

(j) to distribute the Net Income from the ownership, operation, use, financing, refinancing, and/or sale of the Property (if any) to each Co-Owner, proportionate to its respective Interest. For the purposes of this Agreement, "**Net Income**" shall mean the gross receipts (which, for greater certainty, shall not include the Concept Planning Fund) derived in any way from dealing with the Property, received by or on behalf of the Co-Owners from the ownership, operation, use, leasing, financing, refinancing, sale of, and/or development and/or any other dealing with of the Property, minus the aggregate of all proper expenses and charges incurred in connection therewith, calculated on an accrual basis, including:

(i) payment of principal and interest owing to mortgagees or other encumbrancers, or other lenders;

(ii) realty taxes, property tax assessments, charges or levies made by any duly constituted governmental or statutory authority, due and owing and secured by a right or apparent right to claim a lien or charge upon the Interests, or any of them, or the Property, and money due and owing from improvements to the Property secured by a lien or charge in favour of materialmen or workmen or trade contractors or other like persons or corporations upon the Interests, or any of them, or the Property;

(iii) all costs and expenses of any sale, financing or refinancing;

(iv) all development costs and expenses;

(v) all costs and expenses of operating, maintaining, leasing, managing, using, and/or developing the Property, and the costs and expenses of repair;

(vi) lighting, electricity and public utilities costs and expenses;

(vii) professional fees reasonably attributed to the Property, its operation, use, financing, refinancing, sale and/or development;

(viii) all other costs, expenses or disbursements which are properly attributable to the Property, except payments to the Co-Owners on account of capital or distribution of Net Income; and

(ix) reserves in such amount as deemed appropriate by the Operator from time to time, including without limitation for the purposes of replacement of major equipment, major renovations and repairs, leasehold improvements, marketing costs and any other reserves normally required for the prudent operation, use, financing, refinancing, sale and/or development of a like property.

Each Co-Owner shall have a proportionate beneficial interest in all of the gross cash receipts derived from the Property and shall be responsible for its proportionate share of the expenses and charges incurred in connection with the Property, in each case proportionate to its respective Interest. Each Co-Owner hereby irrevocably directs the Operator to pay its proportionate share of such expenses and charges out of its proportionate share of such gross cash receipts, as well as out of the Concept Planning Fund.

Each Co-Owner hereby confirms and acknowledges that neither the Operator nor any of its officers, directors, employees, advisors, consultants, agents or representatives has made any warranty or representation, or given any advice:

LV IV6-LV IV55-35637

(k) as to or in respect of the tax treatment of the purchase, disposition or holding of the Interest by a Co-Owner; or

(l) as to the timing of the rezoning or sale or development of the Property or the returns attainable by the Co-Owners upon a sale or lease of or other dealing with the Property.

Each Co-Owners acknowledges that he has been advised to seek his own independent legal and tax counsel prior to entering into a Sale and Purchase Agreement and this Agreement.

7. AUTHORITY TO WITHHOLD

The Operator is authorized to withhold any amounts required to be withheld from any distribution or other payment to a Co-Owner pursuant to the provisions of the *Income Tax Act* and to make payment of any such amount on behalf of a Co-Owner to the CRA, on account of taxes as may be required by law.

8. POWERS EXERCISABLE BY ORDINARY RESOLUTION

Notwithstanding anything to the contrary contained in this Agreement, the following powers shall only be exercisable by the Operator after an Ordinary Resolution is passed by the Co-Owners:

(a) approving the sale or exchange of all or any part of the Property (other than the sale of Interests by the Operator pursuant to Sale and Purchase Agreements);

(b) approving a proposal or plan to develop the Property;

(c) subject to Section 17, consenting to the amendment of this Agreement, provided that, no amendment to this Agreement shall impose or increase any financial or other obligations upon any of the Nominee of the Operator, or in any way adversely affect the Nominee or the Operator, without the prior written approval of the Nominee or the Operator, as the case may be;

(d) approving or ratifying the making of an Additional Advance by the Operator, in accordance with Section 18; or

(e) requiring that the financial statements for the Property be audited.

Other than a matter which under the terms of this Agreement requires a Special Resolution, the Operator may at any time and from time to time by notice in writing to all Co-Owners substantially in the form annexed hereto as Schedule "2" (the "**Notice Requisitioning an Ordinary Resolution**") request the Co-Owners to consider and approve any matter relating to the Property not requiring a Special Resolution. The Notice Requisitioning an Ordinary Resolution shall specify with reasonable detail the matter to be approved by the Co-Owners.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution. If the Operator fails to deliver such Notice Requisitioning an Ordinary Resolution within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or a group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the

LV IV6-LV IV55-35637

Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution which the Operator failed to deliver within the time provided in this Section 8 for the Operator to do so.

9. POWERS EXERCISABLE BY SPECIAL RESOLUTION

The following powers shall only be exercisable by Special Resolution passed by the Co-Owners:

(a) terminating the appointment of the Operator and appointing a new Operator from time to time, in accordance with the provisions of Section 10;

(b) instituting or continuing an action or suit against the Operator for damages based upon the fraud or gross negligence of the Operator in the performance of its obligations under this Agreement;

(c) requiring the Operator to remove the incumbent independent firm of chartered accountants qualified in Canada appointed pursuant to Section 16 and requiring the Operator to appoint a replacement; or

(d) apppointing a replacement for the Nominee in the event that the Nominee should be wound up or dissolved or be declared a bankrupt, such replacement to hold legal title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Operator if it retains any Retained Interest.)

10. CONTROL AND AUTHORITY VESTS WITH CO-OWNERS

The Co-Owners may by Special Resolution terminate and remove the Operator (in its capacity as Operator and not as a Co-Owner)and appoint a new Operator in its place and stead. Such new Operator shall be bound by all of the terms of this Agreement and shall execute an agreement confirming that it is bound under this Agreement as if it was an original signatory thereto.

Upon termination, the Operator terminated shall forthwith upon request of the person designated in the Special Resolution as the replacement Operator (the "**Designated Person**") do the following:

(a) deliver all agreements, documents, instruments, books and records and writings relating to the Property in its possession to the Designated Person, including, without limitation, the Co-Owners Record;

(b) execute and deliver such consents, acknowledgements and assignments pertaining to the Property and any Planning Activities as the Designated Person may require;

(c) cause its representatives on the board of directors of the Nominee to execute resignations as directors and officers forthwith after being required to do so by the Designated Person, provided the Nominee shall continue to indemnify such directors and officers in accordance with its by-laws in existence at the date hereof;

(d) execute and deliver a release in form and content satisfactory to the Designated Person, acting reasonably, releasing the Nominee and the Co-Owners from any liability, provided that: (i) the release by the Operator shall not release the Co-Owners from their obligation to continue to indemnify the Operator pursuant to Section 21 hereof; and (ii) the

LV IV6-LV IV55-35637

Operator receives a release in form and content satisfactory to the Operator, acting reasonably, executed by the Nominee and by the Designated Person for and on behalf of itself and each of the Co-Owners, releasing the Operator from any liability, and the Co-Owners expressly acknowledge and agree that the Designated Person shall have the power and authority to deliver such release, without any further approval or authorization required from the Co-Owners;

(e) do all things necessary and execute all necessary documents to effect the change of shareholders of the Nominee as directed by the Designated Person; and

(f) otherwise co-operate and assist to carrying out and giving effect to each of the actions set out in Section 10(a), (b), (c), (d) and (e) above.

The Operator may at any time and from time to time by notice in writing, substantially in the form annexed hereto as Schedule "3" (the "**Notice Requisitioning a Special Resolution**") to all Co-Owners, request the Co-Owners to consider and approve any matter relating to the Property requiring a Special Resolution pursuant to the terms of this Agreement. The Notice Requisitioning a Special Resolution shall specify with reasonable detail the matter to be considered and approved by Special Resolution.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning a Special Resolution with respect to any matter relating to the Property, including any matter requiring a Special Resolution pursuant to this Agreement. If the Operator fails to deliver such Notice Requisitioning a Special Meeting within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the Notice Requisitioning a Special Resolution which the Operator failed to deliver within the time provided in this Section 10 for the Operator to do so.

11. CO-OWNERS RECORD AND TRANSFERS OF INTEREST

The Operator shall record and at all times maintain and keep up to date a record of the names, addresses and other contact information for the Co-Owners, and the Interest held by each of the Co-Owners as well as particulars of any Transfer of Interests (collectively, the "**Co-Owners Record**").

No Co-Owner shall sell, transfer, assign, mortgage, pledge, grant a security interest or otherwise encumber or dispose of its Interest in the Property (each, a "**Transfer**"), except in compliance with any applicable requirements of the *Securities Act* (Ontario) and any other applicable legislation and otherwise in accordance with the provisions of this Agreement, if and to the extent required.

A Co-Owner may Transfer an Interest or part thereof provided that such Co-Owner complies and satisfies each of the following conditions:

(a) the transferor first delivers to the Operator an original or notarial copy of the executed document or instrument effecting the Transfer which shall be in such form as may be acceptable to the Operator, acting reasonably;

(b) the transferee agrees in writing and in such form as may be acceptable to the Operator, to be bound by the terms of this Agreement and upon completion of the Transfer to

assume the obligations of the transferor under this Agreement in respect of the Interest subject to the Transfer;

(c) the transferor delivers or causes to be delivered to the Operator a direction addressed to both the Nominee and the Operator, in form and substance satisfactory to the Operator and the Nominee, directing the Nominee to execute and deliver a Declaration of Trust for the Interest subject to the Transfer in favour of the transferee;

(d) the transferee pays such costs, expenses and disbursements, including legal fees, as are reasonably incurred by the Operator by reason of the Transfer;

(e) the transferee pays all applicable HST pursuant to the *Excise Tax Act*, and all applicable LTT pursuant to the *Land Transfer Tax Act*, and makes or causes to be made any and all necessary filings, payments and remittances within the time periods required therefor under the provisions of the *Excise Tax Act* and the *Land Transfer Tax Act* and the respective regulations thereunder;

(f) the transferor either provides the transferee with evidence reasonably satisfactory to the transferee that the transferring Co-Owner is not then a "non-resident" of Canada within the meaning of the *Income Tax Act* or provide the transferee with a certificate pursuant to subsection 116(2) of the *Income Tax Act* with a certificate limit in an amount not less than the purchase price for the Interest subject to the Transfer; provided that if such evidence or certificate is not forthcoming, the transferee shall be entitled to make the payment of tax required under section 116 of the *Income Tax Act* and to deduct such payment from the purchase price for the Interest subject to the Transfer;

(g) the transferee executes and delivers to the Operator a counterpart of the Agreement; and

(h) the transferor provides such other documents, agreements, acknowledgements and confirmations as may be required by the Operator or by law (including compliance by the transferring Co-Owner with the provisions of the *Securities Act* (Ontario) if and to the extent applicable).

When a transferee of an Interest is entitled to become a Co-Owner pursuant to the provisions hereof, the Operator will:

(i) record a Transfer of the Interest; and

(j) forward a Declaration of Trust to the transferee in respect of the Interest so transferred.

For the avoidance of doubt, a Transfer by Co-Owner may include a transfer into trust, in which case the terms "sale and purchase agreement", "Purchaser", "purchase", "purchased", and "sale", wherever such terms appear in this Agreement, shall be read so as to recognize that such Transfer is not a purchase and sale transaction between a Co-Owner and a purchaser but a transaction in the nature of a transfer into trust by the transferring Co-Owner to a trustee. Nothing in this Section 11 shall be construed to affect the provisions of Section 12 of this Agreement.

12. OPERATOR NOT BOUND TO SEE TO TRUST OR EQUITY

Other than pursuant to the terms of the Declaration of Trust, the Operator shall not be bound to see to the execution of any trust, express, implied or constructive, or any charge, pledge or equity to which any Interest is subject, or to ascertain or inquire whether any sale or transfer of any such Interest by any Co-Owner or by his personal representatives is authorized by such trust, charge, pledge or equity, or to recognize any person having any interest therein except for the person or persons recorded by the Operator as the Co-Owner.

LV IV6-LV IV55-35637

13. INCAPACITY, DEATH, INSOLVENCY OR BANKRUPTCY

Where a person becomes entitled to an Interest by incapacity, death, insolvency or bankruptcy of a Co-Owner or otherwise by operation of law, in addition to the requirements of Section 11 hereof, that person will not be recorded as or become a Co-Owner until:

(a) he produces evidence satisfactory to the Operator of such entitlement; and

(b) he has delivered such other evidence, approvals and consents in respect of such entitlement as the Operator may require and as may be required by applicable law or by this Agreement.

14. DECLARATIONS OF TRUST

A separate Declaration of Trust shall be executed and delivered by the Nominee to each Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of a Co-Owner to the extent of the Co-Owner's Interest. Provided that the Transfer of an Interest has been effected in accordance with the provisions of Section 11 of this Agreement, a separate Declaration of Trust shall be executed and delivered by the Nominee to each transferee Co-Owner of an Interest from a transferring Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of the transferee Co-Owner to the extent of such Co-Owner's Interest.

15. LOST DECLARATIONS OF TRUST

Where a Co-Owner by notice in writing advises the Operator that the Declaration of Trust with respect to such Co-Owner's Interest has been defaced, lost or destroyed or wrongly taken, the Operator may cause a new Declaration of Trust to be issued, provided that the Co-Owner files with the Operator an indemnity in such form as is satisfactory to the Operator to indemnify the Operator, the Nominee and the other Co-Owners from any loss, cost, liability or damages that it or they may incur or suffer by complying with the request to issue a new Declaration of Trust, and provided further that the Co-Owner satisfies all other reasonable requirements of the Operator, including delivery of a form of proof of loss.

16. BOOKS AND RECORDS AND FINANCIAL REPORTS

The Operator will keep or cause to be kept on behalf of the Co-Owners at the Operator's principal place of business in Ontario:

(a) full and accurate books of account and records of all financial transactions relating to the Property including, without limitations, the receipts and expenditures relating to the Property and the Concept Planning Fund;

(b) the Co-Owners Record setting out the name and address of each Co-Owner; and

(c) copies this Agreement and all counterparts.

At any time upon 10 Business Days written notice to the Operator a Co-Owner may request the Operator to examine any of the documents noted in clauses (a) and (b) above at the office of the Operator and may take copies thereof provided that such requesting Co-Owner pays the reasonable cost to the Operator for making such copies, provided further that any such requesting Co-Owner shall have first provided an affidavit and undertaking, in form and substance satisfactory to the Operator, acting reasonably, duly sworn before a notary public or other individual authorized to administer oaths in the jurisdiction of residence of the

LV IV6-LV IV55-35637

Purchaser, stating: (aa) the name and address of such requesting Co-Owner, and that the Co-Owner is a Co-Owner; (bb) that the Co-Owners Record shall not be used by the requesting Co-Owner or any other person except in connection with a *bona fide* effort to influence the voting by Co-Owners on an Ordinary Resolution or a Special Resolution; (ccc) that the information so provided is subject to applicable privacy rules and regulations; (ddd) that none of the information provided pursuant to clause (a) above shall be disclosed by or on behalf of the requesting Co-Owner to any person who is not a Co-Owner, that such information is proprietary to the Operator and the Co-Owners, and that its disclosure could cause irreparable harm to the other Co-Owners and the Operator; (eee) that the requesting Co-Owner will not, directly or indirectly, offer for sale or purchase, or otherwise traffic in, a list or copy of a list of the Co-Owners or any information contained in the Co-Owners Record; (fff) the requesting Co-Owner acknowledges and agrees that in the event of a breach of any of the covenants, provisions and restrictions in affidavit, the Co-Owners' and Operator's remedy in the form of monetary damages may be inadequate and that the Operator, for itself and on behalf of the other Co-Owners, shall be authorized and entitled, in addition to all other rights and remedies available to it and them, to apply for and obtain from any court of competent jurisdiction interim and permanent injunctive relief and an accounting of all profits and benefits arising out of such breach; and (ggg) that the requesting Co-Owner shall indemnify and hold harmless the Operator and the Nominee and the other Co-Owners from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee or the other Co-Owners by reason of any breach by such requesting Co-Owner of any of the covenants, provisions and restrictions contained in the affidavit.

The Operator shall provide or cause to be provided to each Co-Owner not later than 120 days after the end of each calendar year, financial statements showing the financial results for the Property for such calendar year. The Operator shall retain, at the expense of the Co-Owners, an independent firm of chartered accountants qualified in Canada to prepare such financial statements. Such financial statements shall contain a balance sheet, and a statement of cash flows and shall be prepared in accordance with Canadian accounting standards for private enterprises ("**ASPE**") applicable to the real estate industry in Canada and applied on a consistent basis from year to year. The financial statements shall not be required to be audited unless the Co-Owners by Ordinary Resolution require audited financial statements. For greater certainty, the funds in the Concept Planning Fund are hereby recognized as being the funds of the Operator, not of the Co-Owners.

17. AMENDMENT OF AGREEMENT

This Agreement may be amended in writing on the initiative of the Operator with the consent of the Co-Owners given by Ordinary Resolution. Notwithstanding the foregoing, the Operator may, without any prior notice to or consent from the Co-Owners amend any provision of this Agreement from time to time:

(a) to cure an ambiguity or to correct or supplement any provision contained herein which, in the reasonable opinion of the Operator, may be defective or inconsistent with any other provision contained herein, and with respect to which the cure, correction or supplemental provision does not and will not adversely affect the Interests of the Co-Owners; or

(b) to make such other provisions in regard to matters or issues relating to or arising under this Agreement which, in the reasonable opinion of the Operator, do not and will not adversely affect the Interests of the Co-Owners.

LV IV6-LV IV55-35637

The Operator agrees to inform the Co-Owners by written notice within 60 days following the effective date of an amendment to this Agreement and provide copies of the amending agreement within the said 60 days.

18. PLANNING ACTIVITIES AND CONCEPT PLANNING FUND

As agent for the Vendor, the Operator shall deposit an amount equivalent to the Concept Planning Fund Contribution (as such term is defined in each Sale and Purchase Agreement) received by the Vendor under every completed Sale and Purchase Agreement into a single, segregated account (the "**Concept Planning Fund**") to be in the name of the Operator and to be used by the Operator solely for the purpose of paying the costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities, and those costs and expenses enumerated in Section 6(j) of this Agreement.

The Concept Planning Fund is intended to be a deposit account. Each Co-Owner's respective proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Co-Owner following completion of the sale of the Property. Each Co-Owner's share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of this Agreement) will be paid by the Co-Owner and deducted from his proportionate share of any sale proceeds receivable by him, if and when the Property is sold or otherwise disposed of. Each Co-Owner hereby irrevocably authorizes and directs the Operator to withhold from his proportionate share of any amounts otherwise receivable by it under this Agreement the amount of any such shortfall, and to pay such amount to the Operator.

The Operator shall keep proper and accurate records and details of all expenses paid out of the Concept Planning Fund, and at the request of the Vendor, provide access to the Vendor's representatives to such records and details of expenses to permit the Vendor to satisfy itself that such expenses were paid in accordance with the provisions of this Agreement.

The Operator shall prepare, perform and take or cause to be prepared, performed and taken all Planning Activities as it determines in its reasonable discretion are necessary for and on behalf of the Co-Owners including, without limitation, the following:

(a) surveys and concept plans in connection with the rezoning of the Property;

(b) in the reasonble discretion of the Operator, engage all consultants and professionals including, without limitation, legal counsel with respect to rezoning of the Property or any other Planning Activities;

(c) enter into or request the Nominee to enter into and deliver any documents, consent, acknowledgements or agreements including, without limitation, easements, rights in the nature of an easement, transfers, undertakings, applications, appeals and/or any other similar or related agreements or documents which may be required in the reasonable discretion of the Operator in connection with the Planning Activities;

(d) pay for all costs and expenses associated with Planning Activities, municipal property taxes and the cost of maintaining the Property, out of the Concept Planning Fund, and if insufficient, out of additional funds provided by the Co-Owners; and

(e) keep detailed records and accounts for or pertaining to the Planning Activities.

If the amount set aside in the Concept Planning Fund is not sufficient to defray all costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities and those costs and expenses enumerated in Section 6(j) of this Agreement, the Operator, in the exercise of its absolute discretion, and without the approval of the Co-Owners, may advance to the Co-Owners an amount or amounts on account of such shortfall to a maximum of 5% of the aggregate purchase prices paid by all Co-Owners for their respective Interests(collectively, the "**Initial Advance**"). The Initial Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance made to the Co-Owners out of the proceeds of the sale of the Property.

If the cost of Planning Activities exceeds the combination of the Concept Planning Fund and the Initial Advance, the Operator, as it deems necessary in the exercise of its absolute discretion but subject to the approval of the Co-Owners by way of an Ordinary Resolution, may advance to the Co-Owners additional amounts as may be required for such purposes (collectively, the "**Additional Advance**"). The Additional Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, after repayment of the Initial Advance, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance and the Additional Advance made to the Co-Owners out of the proceeds of the sale of the Property.

19. SALE OF THE PROPERTY

Any offer to purchase the Property received by the Operator or the Nominee, which the Operator deems acceptable (the "**Offer**") shall be presented to all of the Co-Owners for consideration and if approved by an Ordinary Resolution such Offer shall be accepted by the Nominee and such acceptance shall be binding upon all of the Co-Owners. Any sale of the Property by the Nominee resulting from an Offer the acceptance of which was approved by an Ordinary Resolution of the Co-Owners shall be deemed to include the sale by the Co-Owners of the Interests.

The Co-Owners hereby agree that Operator shall have the right, exercisable by notice in writing to the Co-Owners within 30 days after the Co-Owners have passed an Ordinary Resolution to accept the Offer, to purchase the Property at the same price and on the same terms and conditions as are contained in the Offer approved by Ordinary Resolution of the Co-Owners.

If the Operator fails to provide the notice exercising its right to purchase the Property on the same terms and conditions as are contained in the Offer within the said 30 days, then the Nominee shall accept the Offer and complete the transaction with the party that made the Offer the acceptance of which was approved by Ordinary Resolution of the Co-Owners.

20. HST AND LTT

Each of the Co-Owners hereby authorizes the Operator to make any and all filings, payments and/or remittances for HST with respect to the purchase by each Co-Owner of his respective Interest and any other payments of HST applicable to the services provided to the Nominee or in respect of the Property or the Interest of a Co-Owner.

Each Co-Owners hereby authorizes the Operator to carry out any HST reporting or filing obligations that are required in respect of the Interests or the Property. Such authority shall

LV IV6-LV IV55-35637

include the execution of any documents that have to be or which may be advisable to be executed under the *Excise Tax Act*. The Operator shall to the extent required under the *Excise Tax Act* make and satisfy all filing and reporting obligations of a Co-Owner with respect to the Interest of the Co-Owner and shall provide each Co-Owner with copies of such filings and reports.

Each of the Co-Owners hereby authorizes the Operator to make any and all filings payments and/or remittances, from funds provided by the Co-Owner, relating to LTT arising from the purchase by each Co-Owner from the Vendor of his respective Interest in the Property. For greater certainty, each of the Co-Owners hereby authorizes the Operator on behalf of the Co-Owner and with the Co-Owner's funds to make any and all payments, remittances and filings under the provisions of the *Land Transfer Tax Act* relating to LTT and within the time period required therefor under the *Land Transfer Tax Act*, arising from the acquisition and/or ownership of the Interest. The Operator shall provide each Co-Owner with copies of such filings and evidence of the payments and remittances upon the written request of a Co-Owner.

21. POWER OF ATTORNEY

Each Co-Owner hereby nominates, constitutes and appoints each of the Operator and the Nominee, acting alone or together, with full power of substitution, as his true and lawful attorney and agent with full power and authority in his name, place and stead, for his use and benefit, to do the following, as fully and effectually as the Co-Owner could do if personally performed including, without limitation:

(a) execute and deliver all such documents or instruments on behalf of and in the name of the Co-Owners, or any of them, as may be deemed necessary by the Operator to carry out fully the provisions of this Agreement in accordance with its terms;

(b) execute, swear to, acknowledge, deliver, file and/or remit to or with the Ministry of Finance (Ontario) pursuant to the *Land Transfer Tax Act*, as amended, all necessary returns and payment or remittances in connection with the acquisition by the Co-Owners of their respective Interests in the Property;

(c) execute, acknowledge, deliver and file and/or remit to or with the CRA, all necessary instruments, declarations, certificates and other documents, and remittances relating to HST;

(d) execute, acknowledge, deliver and file as and where required any election made pursuant to subsection 273(1) of the *Excise Tax Act* as contemplated in each Purchase Agreement;

(e) execute and deliver all conveyances, agreements, documents and other instruments pertaining to the sale, development, redevelopment, financing, refinancing or leasing of the Property as the Operator determines in its sole discretion is in the best interests of the Co-Owners, and as permitted by this Agreement or authorized by Ordinary Resolution or Special Resolution of the Co-Owners; and

(f) execute, acknowledge, deliver and file any and all CRA non-resident personal income tax returns.

Each Co-Owner acknowledges and confirms that the power of attorney granted herein is made pursuant to the *Powers of Attorney Act* (Ontario) and is a power coupled with an interest, will survive the death, disability or other legal incapacity of the Co-Owner and will survive the assignment (to the extent of the Co-Owner's obligations hereunder) by the Co-Owner of the whole or any part of his Interest and extends to the heirs, executors, administrators, successors

and assigns of the Co-Owner and may be exercised by the Operator or the Nominee, acting alone or together, executing on behalf of the Co-Owners, or any of them, any instrument, by listing all of the Co-Owners to be bound by such instrument with a single signature as attorney and agent for all of them, or otherwise. Each of the Co-Owners agrees to be bound by any representations and actions made or taken in good faith and in accordance with the terms of this Agreement by the Nominee and/or the Operator pursuant to such power of attorney in accordance with the terms hereof and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the Nominee or the Operator taken in good faith under such power of attorney. The Operator shall, at the written request of a Co-Owner, provide such Co-Owner with copies of any of the documents or instruments executed, sworn, delivered, acknowledged or remitted by the Operator for and on behalf of that Co-Owner only under the power of attorney provided for in this Section 21.

22. INDEMNIFICATION

Each of the Co-Owners hereby agrees, severally and not jointly or jointly and severally, to indemnify and hold harmless the Operator and the Nominee from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee, or by any one or more attorneys appointed by it or them under the power to substitute pursuant to the power of attorney provision contained in Section 21 above, by reason of acts, omissions or alleged acts or omissions arising out of the activities of the Operator or the Nominee on behalf of the Co-Owners or in furtherance of the Interests of the Co-Owners but only if the acts, omissions or the alleged acts or omissions in respect of which any actual or threatened action, proceeding or claim are based, were performed in good faith and in accordance with the Agreement.

23. VENDOR'S RIGHT TO RETAIN AN INTEREST

The Co-Owners acknowledge and agree that the Vendor has the right, but not the obligation, to retain an undivided beneficial Interest in the Property (a "**Retained Interest**"), to whatever extent it wishes, and the Vendor to the extent of any such Retained Interest shall for the purposes of this Agreement be a Co-Owner and be deemed to be bound by this Agreement. The Vendor may at any time and from time to time Transfer and assign all or any part of such Retained Interest to any person or persons it deems appropriate and upon such Transfer or assignment, the assignee or transferee thereof shall execute a counterpart of this Agreement and shall be a Co-Owner to the extent of the Retained Interest so transferred or assigned.

24. COMPETING INTERESTS

Each of the Co-Owners and the Operator is entitled, without the consent of any of the others of them, to own property and to carry on any business or activity whatsoever, whether of the same or different nature as that owned by or carried on by any of them, and whether or not in competition with the Interests, the Property or any activity carried on by any of them, and neither any Co-Owner nor the Operator shall be liable to account to any of the other of them.

25. NOTICES

Any notice or communication required or permitted to be given to the Nominee, the Vendor, the Operator or the Co-Owners hereunder shall be in writing and shall be given by delivery or by mailing to same to be addressed as follows:

(a) To the Nominee, the Vendor or the Operator, at its respective mailing address provided in Section 4 above.

LV IV6-LV IV55-35637

(b) To each Co-Owner at his last address shown on the Co-Owners Record maintained by the Operator.

Any notice or communication delivered as aforesaid shall be in the English language but may be accompanied by an unofficial translation and shall be deemed to have been given to the addressee on the day of delivery, if delivered by courier or, if mailed as aforesaid, shall be deemed to have been given to the addressee on the 10th Business Day following the mailing of such notice, provided that, for such purposes, no day during which there shall be a strike or other occurrence which shall interfere with normal mail services shall be considered a Business Day. If delivery of any notice or communication is made via fax, delivery shall be deemed to have been made on the day following the sending of the fax unless such day is not a Business Day, in which case delivery shall be deemed to have been made on the next Business Day.

26. FURTHER ACTS

The parties hereto agree to execute and deliver such further and other documents and to perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

27. BINDING EFFECT

Subject to the restrictions on Transfers herein contained, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and permitted assigns.

28. SEVERABILITY

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts, by original or facsimile signature, with the same affect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same agreement.

30. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, in the Country of Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

31. DISPUTE RESOLUTION

Any disputes, claims, disagreements, differences, (including, without limitation, interpretation, performance and enforcement) (collectively the "**Dispute**") that may arise between the Co-Owners or any of them and/or the Operator and/or the Nominee relating in any manner to this Agreement, the Property, or the Interests or any of them, shall attempted to be resolved by mediation and if such mediation is not successful, then by arbitration.

LV IV6-LV IV55-35637

Upon written demand of the Nominee, the Operator or the Co-Owners or any them and within 10 days after such demand, the parties shall attempt to appoint a mediator. If within such period of time they are unable to agree on a mediator, the Dispute shall be resolved by arbitration. If the parties to the Dispute are unable to agree upon a single arbitrator within 10 days after a demand has been made by any party to the Dispute to appoint a single arbitrator then, any party to the Dispute may apply, to a Justice of the Superior Court of Justice sitting in the City of Toronto, in the Province of Ontario, Canada for the appointment of an arbitrator.

The arbitration shall proceed in accordance with the provisions of the *Arbitration Act*, 1991 (Ontario) and any amendments or successor legislation thereto, which provisions shall apply *mutatis mutandis*. The arbitrator shall have the power to determine the procedure for the arbitration and to deliver his or her award notwithstanding the default by any party in respect of any procedural order made by the arbitrator.

The arbitrator shall proceed immediately to hear and determine the Dispute. The award of the arbitrator shall be made within 30 days after the appointment of the arbitrator, subject to any reasonable delay due to unforeseen circumstances. The award of the arbitrator shall be in writing and signed by the arbitrator, and shall be final and binding on the parties to the Dispute, not subject to any appeal, and the parties to the Dispute shall abide by the award and perform the terms and conditions thereof. The arbitration award shall deal with the costs of arbitration and all matters related thereto including the arbitrator's fees and expenses. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Unless otherwise mutually agreed, any mediation or arbitration of a Dispute shall take place in the Municipality of Metropolitan Toronto, in the Province of Ontario, in the Country of Canada.

32. NO INTENTION TO CREATE A PARTNERSHIP

The Co-Owners acknowledge, agree and declare that the entering into of this Agreement does not, and is not intended to, create a partnership, for any purpose. The Co-Owners further agree that nothing herein is to be construed as a limitation of the powers or rights of any Co-Owner to carry on its separate respective activities. Except for the Operator as contemplated in this Agreement, none of the Co-Owners shall have the right to bind any of the other Co-Owners, transact any business in any of the other Co-Owners names or on their behalf or incur any liability for or on behalf of any of the other Co-Owners. The Co-Owners agree that they shall each report their income or loss arising from the ownership of their Interests, for both accounting and income tax purposes, and to the applicable taxing authorities, as co-venture parties independent of one another, and not as partners in a partnership.

33. NO RIGHT TO PARTITION, ETC.

Each of the Co-Owners, by becoming a party to this Agreement, agrees and will be deemed to have agreed that he will not seek any remedy or right for the termination of this Agreement which would otherwise be available at law or in equity or for the termination of the co-ownership of the Property or which would otherwise be available pursuant to the *Partition Act*, R.S.O. 1980, c. 369,) and any amendments or successor legislation thereto, and each such Co-Owner shall be forever estopped from asserting otherwise and from seeking such remedy or right. In the event of any breach of the provisions of this Section 33 by a Co-Owner, the other Co-Owners and the Operator shall, in addition to all rights and remedies at law or in equity to which it is or they are otherwise entitled, be entitled to a decree or order

LV IV6-LV IV55-35637

perpetually restraining and enjoining such partition, application, action or other proceeding, and the first-mentioned Co-Owner shall not plead in defence thereto that there would be an adequate remedy at law, it being acknowledged by all the parties hereto that the injury and damages flowing from any such breach would be impossible to measure monetarily.

34. TIME

Time shall be of the essence of this Agreement.

35. REFERENCE DATE

This Agreement is dated for reference as of the 15TH day of November, 2013.

IN WITNESS WHEREOF this Agreement is executed with effect as of the day and year first above written.

EXECUTED this 13TH day of NOVEMBER 2013 with effect as of the day and year first above written.

CO-OWNER

WITNESS

SIGNATURE OF WITNESS

Signature of Witness

Print: CHIAKI HAYASHI

SIGNATURE OF CO-OWNER

Signature of Co-Owner

Print: HIRONORI KOBAYASHI

EXECUTED this 17TH day of JANUARY, 2014 with effect as of the day and year first above written.

LONDON VALLEY IV INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

EXECUTED this 17TH day of JANUARY, 2014 with effect as of the day and year first above written.

TSI-LV IV INTERNATIONAL CANADA INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

LV IV CAPITAL MANAGEMENT INC.

EXECUTED this 17TH day of JANUARY, 2014 with effect as of the day and year first above written.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

SCHEDULE "1"

Legal Description of Property

Lands and premises located on 6211 Colonel Talbot Road, in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lot 57 WTR As In 753369 Save & Except PT 2 PL 33R-16279, London/Westminster

LV IV6-LV IV55-35637

SCHEDULE "2"

NOTICE OF REQUISITION OF ORDINARY RESOLUTION

By Co-Owners

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____, 201_ .

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: HIRONORI KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV IV6-LV IV55

By Operator

NOTICE IS HEREBY GIVEN that the undersigned requests the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned signed to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____ , 201__.

LV IV CAPITAL MANAGEMENT INC.

Per: _____

Name:
Title:
I have authority to bind the Corporation.

Appendix 1

FORM OF ORDINARY RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____ , 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: HIRONORI KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV IV6-LV IV55

Identification No. _____

SCHEDULE "3"

NOTICE OF REQUISITION OF SPECIAL RESOLUTION

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners to approve the Special Resolution attached hereto as Appendix I **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Special Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Special Resolution.

Dated the _____ day of _____, 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: HIRONORI KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV IV6-LV IV55

Identification No. _____

Appendix I

FORM OF SPECIAL RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____ , 201__.

Witness	**Co-Owner**
_____	_____
Signature	Signature
Print: _____	Print: HIRONORI KOBAYASHI
Address: _____	Address: _____
_____	_____

Unit Identification No. LV IV6-LV IV55 _____

Identification No. _____

DECLARATION OF TRUST

Cert. No. LV_IV_JP_067ee197a2aa979778923af77b40dd89

Interest: 50/512TH

ID. 35637 UDI. LV IV6-LV IV55

This is to certify that HIRONORI KOBAYASHI is the owner of an undivided beneficial 50/512TH interest (the "Interest") representing a value of Five Hundred Thousand dollars of lawful money of Canada (C$500,000.00) in the real property located on 6211 Colonel Talbot Road, in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lot 57 WTR As In 753369 Save & Except PT 2 PL 33R-16279, London/Westminster (the "Property") and that London Valley IV Inc., as the registered holder of title to the Property, declares and acknowledges that it is holding title to the Property in trust for and on behalf of HIRONORI KOBAYASHI, to the extent of the Interest.

Reference is made to the co-owners agreement (the "Agreement") dated for reference as of the 15TH day of November, 2013 among the owner of the Interest named in the within Declaration of Trust, London Valley IV Inc. TSI-LV IV International Canada Inc., LV IV Capital Management Inc. and all other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of the Agreement. The Agreement provides for certain rights and obligations of the owners of undivided beneficial interest in the Property.

This Declaration of Trust and the Interest represented hereby are not transferable by delivery but only by the registered holder hereof, or by his agent duly authorized in writing, upon compliance with the provisions of the Agreement, including delivery to TSI-LV IV International Canada Inc. at its principal office in Mississauga, Ontario, of this Declaration of Trust together with a duly executed transfer of beneficial interest in the form required by TSI-LV IV International Canada Inc.

IN WITNESS WHEREOF London Valley IV Inc. and TSI-LV IV International Canada Inc. have caused this Declaration of Trust to be signed by its duly authorized officers this 17TH day of JANUARY 2014.

LONDON VALLEY IV INC.

Per: _____

Name:
Title:
I/We have authority to bind the Corporation

TSI-LV IV INTERNATIONAL CANADA INC.

Per: _____

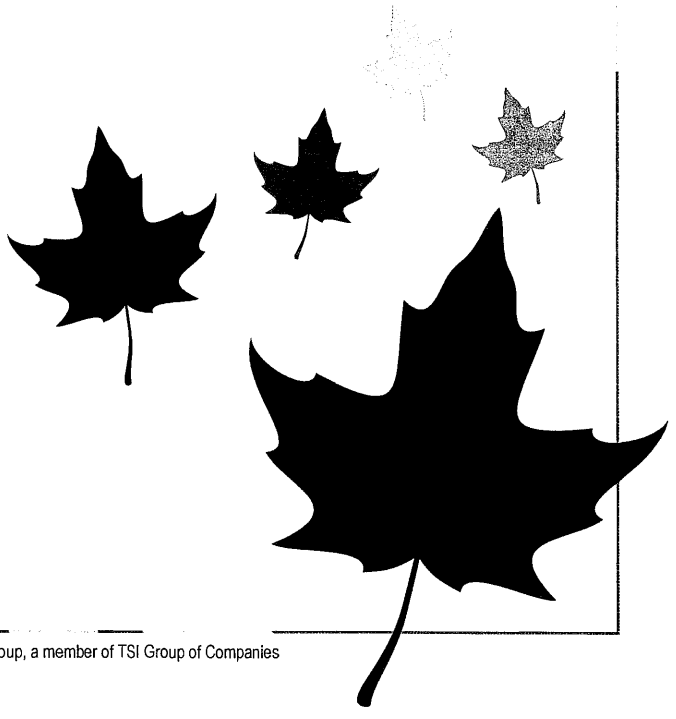
Name:
Title:
I/We have authority to bind the Corporation

35640
JP
Nov 25, 2013

INTERNATIONAL

LONDON VALLEY IV INC.

MIZUE FUKIAGE



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UNIT IDENTIFICATION NO. LV IV56-LV IV105

AGREEMENT OF SALE AND PURCHASE dated the 13TH day of NOVEMBER, 2013.

BETWEEN

MIZUE FUKIAGE,

Identification: DRIVER'S LICENSE (528500942092)

Address: 501 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Phone Number: 81-776-28-6655

(hereinafter referred to as the "**Purchaser**")

-and-

TSI-LV IV INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario,

(hereinafter referred to as the "**Vendor**");

-and-

LONDON VALLEY IV INC.,
a corporation incorporated under the laws of the Province of Ontario

(hereinafter referred to as the "**Nominee**")

WHEREAS:

A. The Vendor is the beneficial owner of an undivided interest in a parcel of land described in Schedule "B" annexed to this Agreement (the "**Property**") and title to which Property is registered in the name of the Nominee.

B. The Vendor is engaged in the business of land banking, the prime focus of which is to locate and purchase raw land and to endeavour to rezone the land through the applicable land development process to an approved use determined by the Vendor to be suitable and appropriate in all of the circumstances, and to thereby enhance the value of the land.

C. The Purchaser acknowledges that rezoning of the Property is uncertain and may take many years to achieve, often six years or longer, and that there can be no assurance that rezoning will be obtained, or if obtained, to permit for such use or uses as were requested and/or otherwise on terms and conditions that are satisfactory.

D. The Vendor may from time to time sell undivided beneficial interests in the Property to various purchasers.

E. The Purchaser acknowledges that real estate investments are generally subject to various risks, including a lack of liquidity, the highly competitive nature of the real estate industry, changes in general economic conditions (such as the availability and cost of mortgage funds), conditions of supply and demand for any particular type of real estate in the particular area, government regulations and changes thereto (including uncertainties and delays in zoning, subdivision and development regulatory approval processes, taxation of

LV IV56-LV IV105-35640

property and environmental legislation), changes in governments and the political environment in the jurisdiction where the real estate is located, and sensitivity to interest rates, among other factors.

F. The Purchaser acknowledges having had the opportunity to review this Agreement and its schedules with its advisors and to conduct such due diligence investigations as the Purchaser deemed appropriate with respect to all matters pertaining to the Property and to the Vendor.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. SALE OF UNDIVIDED BENEFICIAL INTEREST IN LAND

1.1 The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser a 50/512TH undivided beneficial interest in the Property (the "**Purchaser's Land Interest**").

1.2 The Purchaser's Land Interest will be identified by the following designated identification number: LV IV56-LV IV105

2. . PURCHASE PRICE

2.1 The Purchaser shall pay the aggregate sum of Ten Thousand Dollars of lawful money of Canada (C$10,000) for each 1/512TH undivided beneficial interest in the Property upon execution of this Sale and Purchase Agreement, of which Nine Thousand Five Hundred Dollars (C$9,500) of lawful money of Canada will be paid on account of the purchase price for such interest, and Five Hundred Dollars (C$500) of lawful money of Canada will be paid into a segregated account known as the "Concept Planning Fund" (the "**Concept Planning Fund**") to be used to defray costs, expenses and fees to be incurred in connection with the Property, as more particularly hereinafter described and as described in the Co-Owners Agreement (as such term is hereinafter defined).

2.2 The Purchaser hereby agrees to purchase the Purchaser's Land Interest for a total purchase price of FOUR HUNDRED SEVENTY FIVE THOUSAND DOLLARS ONLY of lawful money of Canada (C$475,000.00) (the "**Purchase Price**"), and to pay the amount of TWENTY FIVE THOUSAND DOLLARS ONLY of lawful money of Canada (C$25,000.00) into the Concept Planning Fund (the "**Concept Planning Fund Contribution**"). All references in this Agreement to payments of money being made shall mean lawful money of Canada.

2.3 The Purchase Price excludes applicable harmonized sales tax (the "**HST**") pursuant to the *Excise Tax Act*, R.S.C. 1985, c E-15, as amended (the "**ETA**") and the Purchaser agrees to pay the HST in addition to the Purchase Price and the Concept Planning Fund Contribution, unless the Purchaser has obtained and inserted (or instructed to be inserted) its HST registration number set forth below on the signing page of this Agreement, below its signature, prior to acceptance of this Agreement by the Vendor, in which case the Purchaser hereby represents and warrants that it is a registrant for HST purposes under the provisions of the ETA, under such registration number.

2.4 Included in the Purchase Price and the Concept Planning Fund Contribution, the Purchaser shall be responsible for the payment of land transfer tax ("**LTT**") under

the *Land Transfer Act*, R.S.O., c L.6. as amended (the "**LTTA**"), in the amount of FIVE THOUSAND EIGHT HUNDRED EIGHTY SIX DOLLARS AND SEVENTY CENTS of lawful money of Canada (C$5,886.70).

2.5 The Purchaser covenants to pay, make and submit all necessary payments, filings and remittances within the time periods required therefor under the provisions of the ETA, if applicable, and the LTTA, and the regulations thereunder. The Purchaser hereby authorizes the Vendor on behalf of the Purchaser and with the Purchaser's funds, to make any and all payments, filings and remittances within the time periods required therefore under the provisions of the ETA relating to HST, if applicable, and under the provisions of the LTTA relating to LTT required to be made by the Purchaser arising from its acquisition of the Purchaser's Land Interest. While the Vendor agrees to assist the Purchaser in submitting such payments, remittances and filings, for greater certainty, nothing herein contained shall oblige the Vendor to make any payments or remittances from its own resources or funds and all such payments and remittances and filings shall be the Purchaser's obligation.

2.6 Funds in the Concept Planning Fund shall be applied towards defraying future costs of every nature and kind related to the Property, including property management costs, costs, fees, and services incurred in connection with planning activities, development submissions, subdivision applications, operational costs and all other activities and matters concerning or related to the Property, as determined by the Operator (as such term is defined in the Co-Owners Agreement) which would be incurred by or on behalf of the Purchaser as a Co-Owner. The Concept Planning Fund is intended to be a deposit account. The Purchaser's proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Purchaser following completion of the sale of the Property. The Purchaser's proportionate share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of the Co-Owners Agreement) will be paid by the Purchaser (in its capacity as a Co-Owner) and deducted from its proportionate share of any sale proceeds receivable by it, if and when the Property is sold or otherwise disposed of.

3. PAYMENT OF THE PURCHASE PRICE

3.1 The Purchaser hereby agrees that the Purchase Price, the Concept Planning Fund Contribution, and all other amounts due and payable hereunder, shall be paid to the Vendor on the Closing Date (as hereinafter defined). Following the Closing Date, the Vendor shall deliver the Concept Planning Fund Contribution to the Operator for deposit into the Concept Planning Fund.

3.2 All payments of the Purchase Price, the Concept Planning Fund Contribution, and such other amounts shall be made through the appointed agent (the "**Vendor's Agent**"), the Vendor's authorised agent and representative in the jurisdiction of residence of the Purchaser, and the Vendor hereby directs the Purchaser to make all such payments to the Vendor's Agent, who is authorised by the Vendor to acknowledge receipt of the Purchase Price and other amounts paid hereunder.

4. CLOSING DATE, DELIVERIES, COSTS, NON-MERGER

4.1 The date on which this Agreement is signed by the Purchaser and is accepted and signed by the Vendor and the Nominee shall be the "**Closing Date**". On the Closing Date, in addition to delivering the Purchase Price and this Agreement, the Purchaser agrees to deliver to the Vendor's Agent a copy of the Co-Owners Agreement signed by the Purchaser.

LV IV56-LV IV105-35640

4.2 Within ninety (90) days after the Closing Date, the Vendor agrees to deliver to the Purchaser the following documents (the "**Closing Documents**"):

(a) this Agreement, duly executed by the Vendor and the Nominee;

(b) a Declaration of Trust (as hereinafter defined), duly executed by the Nominee; and

(c) the Co-Owners Agreement (as hereinafter defined), duly executed by the Nominee and Operator (as therein defined).

4.3 The Vendor shall pay for the cost of drafting and/or settling the Closing Documents. The Vendor shall not be obligated to pay any other costs associated with the purchase of the Purchaser's Land Interest.

4.4 This Agreement shall be irrevocable by the Purchaser for a period of 120 days following its execution and delivery to the Vendor or the Vendor's Agent. This Agreement shall only become binding upon the Vendor and the Nominee following the Vendor and the Nominee having each accepted this Agreement as signified by its respective execution of this Agreement where indicated below.

4.5 All representations, warranties and covenants of the Purchaser as set out in this Agreement shall not merge upon closing but shall survive closing and the Closing Date.

5. VENDOR REPRESENTATIONS AND WARRANTIES

5.1 The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in completing the sale and purchase transaction contemplated in this Agreement:

(a) the Vendor is the beneficial owner of the Purchaser's Land Interest with good and marketable title thereto, subject to Section 6.1;

(b) registered title to the Property and beneficial title to the Purchaser's Land Interest shall be good and marketable and clear and free from all mortgages, charges and financial liens on the Closing Date;

(c) the Vendor has the right, power and authority to sell the Purchaser's Land Interest as contemplated in this Agreement;

(d) the Vendor is a corporation properly constituted and in good standing under the laws of the Province of Ontario and the laws of Canada applicable therein; and

(e) the Vendor is not now and on the Closing Date will not be a non-resident of Canada within the meaning of the *Income Tax Act* (Canada), R.S.C. 1985, c.1 (5th Supp.), as amended from time to time.

6. EASEMENTS, LIENS, REGISTERED AGREEMENTS

6.1 Other than any mortgage, charge or financial lien which the Vendor is required to discharge pursuant to this Agreement, registered title to the Property, and beneficial title to the Purchaser's Land Interest, shall be subject to all other liens and encumbrances registered

LV IV56-LV IV105-35640

on title to the Property on the Closing Date or which may be registered against the title to the Property after the Closing Date, including those registered in connection with the rezoning or development process relating to the Property, and including, without limitation, agreements with the applicable municipality or region, agreements with public regulated utilities, easements for the supply of domestic utility or telephone services to the Property or properties which are adjacent to the Property, easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the Property or its proposed development, other registered restrictions or covenants that run with the lands, and the restrictions and reservations in the Crown patent.

7. PURCHASER(S)' REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 The Purchaser represents and warrants to and covenants in favour of the Vendor as follows:

(a) there are no liens, mortgages, judgements, executions or other encumbrances, related to or attaching to the Purchaser's Land Interest or any part thereof;

(b) the Purchaser shall keep the Purchaser's Land Interest and every part thereof free and clear of all liens, mortgages, other encumbrances, judgements or executions. The Purchaser warrants and represents that all such liens, mortgages, judgements, executions other encumbrances, if any, shall be discharged and removed forthwith at the Purchaser's sole cost and expense and the Purchaser shall hold harmless the Vendor and all other beneficial owners of undivided interests in the Property from time to time against any and all claims, liabilities, actions, cause of actions, charges, demands and costs, including solicitors fees in connection therewith; and

(c) the Purchaser will not register or cause to be registered this Agreement, the Co-Owners Agreement, notice of this Agreement, notice of the Co-Owners Agreement, notice of the Purchaser's Land Interest, or any caution against title to the Property and the Purchaser shall forthwith remove and discharge any such registration at its costs and expense, failing which the Vendor may do so at the cost and expense of the Purchaser.

7.2 The foregoing warranties, representations and covenants of the Purchaser shall not merge on closing but shall survive closing and the Closing Date.

8. PURCHASER(S)' PARTICULARS, NATURE OF VESTING OF BENEFICIAL TITLE

8.1 The Purchaser agrees and confirms that the personal information provided in Schedule "A" annexed hereto is true, accurate and complete and agrees to inform the Vendor in writing forthwith of any change in any of the information therein provided.

8.2 If there is more than one person that comprises the Purchaser, then the Purchaser's Land Interest will be held as joint tenants with right of survivorship unless the box below is initialled by the Purchaser in which case the Purchaser's Land Interest will be deemed to be held as tenants-in-common, in the percentages noted therein.

[ ] Purchaser elects to hold Purchaser's Land Interest as tenants- in -common and not as joint tenants, as follows: _____ as to ___%, _____ as to ____%.

9. PRESENT STATE AND CONDITION OF PROPERTY

9.1 The Purchaser hereby agrees that the purchase of the Purchaser's Land Interest is on an "as is, where is basis" with no representations or warranties whatsoever made by the Vendor, other than as expressly set out in this Agreement.

10. TITLE INSURANCE

10.1 The Nominee as registered owner of the Property obtained title insurance upon acquiring the Property (the "**Title Insurance Policy**") in such form and in such amount and with such stipulations, limitations and qualifications respecting coverage as it deemed appropriate.

11. NOMINEE AS BARE TRUSTEE; DECLARATION OF TRUST

11.1 The Purchaser acknowledges that the registered title to the Property is held by the Nominee, as nominee and bare trustee for the Vendor to the extent of its undivided beneficial interest in the Property, and as nominee and bare trustee for others to the extent of their respective undivided beneficial interests in the Property, and that on completion of the transaction herein contemplated the Nominee will hold the registered title to the Property to the extent of the Purchaser's Land Interest as nominee and bare trustee for the Purchaser and others to the extent of their respective undivided beneficial interests in the Property.

11.2 The mailing address of the Nominee for receiving notices shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee may change its mailing address from time to time by giving notice in writing to that effect pursuant to the notice provisions contained in the Co-Owners Agreement.

11.3 The Nominee agrees to execute and deliver to the Purchaser a declaration of trust (the "**Declaration of Trust**") wherein it will confirm that, from and after the Closing Date, it is holding the title to the Property for and on behalf of the Purchaser, to the extent of the Purchaser's Land Interest, in the place and stead of the Vendor.

11.4 The Purchaser acknowledges that the registered title to the Property shall at all times be in the name of the Nominee.

12. NO RIGHT TO USE, OCCUPY OR ACCESS

12.1 The Purchaser agrees that it hereby waives all rights of use, occupation and rights of access to the Property, and any part thereof, in order to facilitate the future rezoning and ultimate subdivision and re-development of the Property, for the benefit of all Co-Owners. The provisions of this Section 12 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date.

13. CO-OWNERS AGREEMENT

13.1 The Purchaser agrees that concurrent with its execution and delivery of this Agreement, the Purchaser shall execute and deliver the agreement or a counterpart of the co-

owners agreement, a draft copy of which is annexed hereto as Schedule "C" (the "**Co-Owners Agreement**").

13.2 The Co-Owners Agreement shall govern, amongst other things, the following:

(a) the rights and obligations of the Purchaser, as owner and any other owners of undivided beneficial interests in the Property;

(b) any future sale, financing and/or development of the Property;

(c) procedures for consent and approvals by the Co-Owners (as such term is defined in the Co-Owners Agreement);

(d) appointing the Operator (as such term is defined in the Co-Owners Agreement) for and on behalf of the Co-Owners;

(e) the rights and obligations of the Operator of the Property;

(f) the obligation of the Nominee as registered holder of the title to the Property for an on behalf of the Co-Owners;

(g) the right to transfer or assign the Purchaser's Land Interest or any part thereof and the terms conditions to be satisfied with respect to any such assignment or transfer; and

(h) such other matters as are therein contained.

13.3 The Vendor shall not be obligated but shall have the right to retain an undivided beneficial interest in the Property to such extent as it may in its absolute discretion deem appropriate and thus be a co-owner thereof and with respect to such undivided beneficial interest it shall be subject to the terms of the Co-Owners Agreement and entitled to exercise the rights of a Co-Owner.

14. SUBDIVISION CONTROL PROVISIONS

14.1 The Vendor agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and this Agreement shall be effective to create an interest in the Property provided that the provisions of the *Planning Act* (Ontario) are complied with in connection with the transaction of sale and purchase of the Purchaser's Land Interest.

15. NO REPRESENTATIONS, WARRANTIES OR ADVICE

15.1 The Purchaser acknowledges that none of the Vendor, the Nominee, the Vendor's Agent nor anyone acting on its or their behalf has made any representations or warranties except as are expressly set forth in this Agreement or the Co-Owners Agreement, nor given any advice respecting the tax treatment relating to the purchase or disposition of the Purchaser's Land Interest or any part thereof or the Property, nor as to the timing of sale, rezoning or development of the Property nor with respect to any potential or anticipated profit to be derived or derivable from the Purchaser's Land Interest or the Property.

15.2 The Purchaser has been urged and advised to consult with the Purchaser's own respective advisors including legal and tax advisors, with respect to the purchase and other matters pertaining to the Property and the Purchaser's Land Interest and the Closing Documents.

LV IV56-LV IV105-35640

16. SOURCE OF FUNDS

16.1 The Purchaser hereby represents, warrants, confirms and acknowledges that the source of the Purchaser's funds:

(a) are not derived directly or indirectly from any crime;

(b) are not linked directly or indirectly to any terrorists or against anti terrorist laws;

(c) are not embargoed funds; and

(d) are not obtained in violation of any laws or seeking to escape or avoid any tax laws;

16.2 The Purchaser covenants that all payments and remittances shall strictly comply , at its own expense, with all regulatory or exchange control provisions in force on the Closing Date and applicable to this Agreement.

16.3 The provisions of this Section .16. shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date.

17. NOTICES

17.1 All notices required hereunder shall be in writing and in the English language and may be served either personally upon the parties or by electronic transmission namely by fax or email addressed to the Parties at their respective last known addresses, fax number or email address.

18. HEIRS, ASSIGNS, ETC.

18.1 This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective heirs , administrators, executors, successors and permitted assigns; provided that, the Purchaser shall not be entitled to assign this Agreement or any of its rights hereunder without the prior written approval of the Vendor, which approval may be withheld in its absolute discretion.

19. SUPERCEDING AGREEMENT

19.1 This Agreement shall supercede any and all previous discussions, representations, agreements or understandings made by or on behalf of either of the parties hereto for or relating to the purchase and sale of the Purchaser's Land Interest.

20. SCHEDULES

20.1 Schedules "A", "B" and "C" annexed hereto form an integral part of this Agreement and shall be read together with this Agreement.

21. COUNTERPARTS

21.1 This Agreement may be executed in any number of counterparts and by original or facsimile signature with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement.

LV IV56-LV IV105-35640

22. LAWS AND JURISDICTION-ONTARIO

22.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

23. CAPTIONS

23.1 The captions of the sections of this Agreement are for convenience only and do not amplify or limit in any way the provisions hereof.

24. EFFECT OF PARTIAL INVALIDITY ON THIS AGREEMENT

24.1 In the event that any provision of this Agreement is illegal, void or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

25. FACSIMILE DOCUMENTS

25.1 The parties agree to accept facsimile executed documents, including Closing Documents, as if they were originally signed documents.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SET OUT BELOW.

WITNESSED BY:

DATE OF EXECUTION: 2013-11-13

THE PURCHASER

CHIAKI HAYASHI
Print Name of Witness

MIZUE FUKIAGE
Print Name of Purchaser

✓ Chiaki Hayashi SIGNATURE OF WITNESS

Signature of Witness

Mizue Fukiage SIGNATURE OF PURCHASER ★

Signature of Purchaser

Witness Identification Number

HST Number:

825870934RT0001

LV IV56-LV IV105-35640

✓

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DATE OF EXECUTION: 2014-1-17
THE VENDOR:
TSI-LV IV INTERNATIONAL CANADA INC.

Per:

Name:
Title:
HST Number: 843 697 772 RT 0001

I/We have the authority to bind the Corporation.

DATE OF EXECUTION: 2014-1-17

THE NOMINEE:
LONDON VALLEY IV INC.

Per:

Name:
Title:
I/We have the authority to bind the Corporation.

SCHEDULE "A" – PURCHASER(S) PARTICULARS

Information Concerning Purchaser(s):

1. PURCHASER:

Full Name: MIZUE FUKIAGE

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: 501 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Home Telephone: 81-776-28-6655 Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: mizue@kobird.co.jp

Country of Birth: JAPAN

The following have been provided to the Vendor:

(✓) Driver's Licence ( ) Passport ( ) Other_____

2. Second or additional person as Purchaser:

Full Name: _____

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: _____

Home Telephone: _____ Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: _____

Country of Birth: _____

The following have been provided to the Vendor:

( ) Driver's Licence ( ) Passport ( ) Other_____

SCHEDULE "B" – PROPERTY and NOMINEE

LEGAL DESCRIPTION OF PROPERTY

Lands and premises located on 6211 Colonel Talbot Road, in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lot 57 WTR As In 753369 Save & Except PT 2 PL 33R-16279, London/Westminster

REGISTERED HOLDER OF LEGAL TITLE TO PROPERTY

LONDON VALLEY IV INC.

Office: 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3

Tel No: 1-905-602-7463

Fax No: 1-905-602-7460

SCHEDULE "C" – CO-OWNERS AGREEMENT

LV IV56-LV IV105-35640

UNIT IDENTIFICATION NO. LV IV56-LV IV105

CO-OWNERS AGREEMENT

LONDON VALLEY IV INC.

THIS CO-OWNERS AGREEMENT is dated the 15TH day of November, 2013.

BETWEEN:

MIZUE FUKIAGE,

Identification: DRIVER'S LICENSE (528500942092)

Address: 501 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

(hereinafter referred to as the "**Purchaser**")

-and-

LONDON VALLEY IV INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Nominee**")

-and-

TSI-LV IV INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Vendor**")

-and-

LV IV CAPITAL MANAGEMENT INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Operator**")

-and-

All other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of this Agreement

(hereinafter collectively referred to as the "**Co-Owners**")

WHEREAS:

1. Pursuant to a Sale and Purchase Agreement, the Vendor has sold to the Purchaser, and the Purchaser has purchased from the Vendor, an undivided beneficial interest in the Property;

2. The Nominee is the registered owner of the Property and has agreed to hold the Property as nominee and bare trustee for and on behalf of the Co-Owners from time to time;

3. Every purchaser of an undivided beneficial interest in the Property, every assignee of such purchaser, and every assignee of each such assignee, is required to execute and deliver a counterpart of this Agreement and shall be bound as a Co-Owner pursuant thereto; and

LV IV56-LV IV105-35640

4. This Agreement sets forth the provisions which govern the Co-Owners' ownership of undivided beneficial interests in the Property and any future sale, financing and/or development with the Property and their respective undivided beneficial interests therein.

NOW THEREFORE in consideration of the payment of the sum of One Dollar ($1.00) and other good and valuable consideration now paid by each party to the other, the receipt of which is hereby acknowledged, and of the premises and the mutual covenants herein contained, the parties hereto hereby covenant and agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall be deemed to have the following meanings:

(a) "**ASPE**" shall have the meaning ascribed thereto in Section 16 of this Agreement;

(b) "**Additional Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(c) "**this Agreement**", "**hereof**", "**herein**," "**hereunder**" and words to like effect, refer to this Co-Owners Agreement as a whole and not to any particular provision, as it may be amended, supplemented and/or restated from time to time;

(d) "**Business Day**" means any day of the week other than a Saturday, Sunday or a day which is a statutory holiday, in Ontario, Canada;

(e) "**Concept Planning Fund**" shall have the meaning ascribed thereto in Section 18 of this Agreement;

(f) "**Co-Owners**" means the owners from time to time of Interests and who have signed a counterpart of this Agreement, and shall include the Purchaser, as well as the Vendor to the extent that it retains any Interest, and "**Co-Owner**" means any of the Co-Owners;

(g) "**Co-Owners Record**" has the meaning ascribed thereto in Section 11 of this Agreement;

(h) "**CRA**" means the Canada Revenue Agency, established pursuant to the *Canada Revenue Agency Act*, S.C. 1999, c. 17, which administers tax laws of Canada, including under the *Income Tax Act*, for the Government of Canada;

(i) "**Declaration of Trust**" means the declaration of trust executed by the Nominee concurrently with the completion by a Co-Owner of the purchase from the Vendor of an Interest and pursuant to which the Nominee declares and confirms that it holds registered title to the Property in trust for and on behalf of such Co-Owner, to the extent of such Co-Owner's respective Interest. For greater certainty, "**Declaration of Trust**" includes the declaration of trust executed by the Nominee upon the completion by a Co-Owner of the Transfer of an Interest to a transferee in accordance with the provisions of this Agreement, and includes the declaration of trust executed by the Nominee in favour of the Vendor at the time of its acquisition of the Property;

(j) "**Designated Person**" shall have the meaning ascribed thereto in Section 10 of this Agreement;

LV IV56-LV IV105-35640

(k) "**Dispute**" shall have the meaning ascribed thereto in Section 31 of this Agreement;

(l) "***Excise Tax Act***" means the *Excise Tax Act* (Canada), as amended from time to time, including the regulations made pursuant thereto;

(m) "**HST**" means the harmonized sales tax payable pursuant to the *Excise Tax Act*, including the Province of Ontario's portion thereof;

(n) "***Income Tax Act***" means the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.), as amended from time to time, including the regulations made pursuant thereto;

(o) "**Initial Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(p) "**Interest**" means the undivided beneficial interest in the Property purchased by a Co-Owner pursuant to a Sale and Purchase Agreement, and includes any undivided beneficial interest in the Property continued to be owned by the Vendor, and "**Interests**" means every Interest;

(q) "***Land Transfer Tax Act***" means the *Land Transfer Tax Act*, R.S.O. c.L.6, as amended;

(r) "**LTT**" means the land transfer tax payable pursuant to the *Land Transfer Tax Act*;

(s) "**Net Income**" shall have the meaning attributed thereto in Section 6(j) of this Agreement;

(t) "**Notice Requisitioning an Ordinary Resolution**" shall have the meaning attributed thereto in Section 8 of this Agreement;

(u) "**Notice Requisitioning a Special Resolution**" shall have the meaning attributed thereto in Section 10 of this Agreement;

(v) "**Offer**" shall have the meaning attributed thereto in Section 19 of this Agreement;

(w) "**Operator**" means LV IV Capital Management Inc., or the Designated Person that may be appointed as the Operator's replacement as determined in accordance with Section 10 of this Agreement;

(x) "**Ordinary Resolution**" means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 51% of the aggregate Interests in the Property;

(y) "**Planning Activities**" means the reports, plans, studies, audits, assessments, investigations, legal proceedings, procedures, filings, submissions, applications and/or any other actions taken or made in respect of or in furtherance of the rezoning of, or other land use planning matters related to, the Property;

(z) "**Property**" means the real property legally described on Schedule "1" annexed hereto;

(aa) "**Retained Interest**" shall have the meaning attributed thereto in Section 23 of this Agreement;

(bb) "**Sale and Purchase Agreement**" means the agreement of sale and purchase, or an agreement substantially in the form of the agreement of sale and purchase, entered into

LV IV56-LV IV105-35640

between the Vendor, as vendor, and each Co-Owner (other than the Vendor), as purchaser, pursuant to which each Co-Owner agreed to acquire its respective Interest in the Property. **"Sale and Purchase Agreements"** means every Sale and Purchase Agreement;

(cc) **"Special Resolution"** means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 85% of the aggregate Interests in the Property;

(dd) **"Transfer"** shall have the meaning ascribed thereto in Section 11 of this Agreement; and

(ee) **"Vendor"** means TSI-LV IV International Canada Inc.

2. INTERPRETATION

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) the division of this Agreement into Articles, paragraphs, subparagraphs and schedules and the insertion of headings are provided for convenience only and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;

(b) all references to currency herein are references in Canadian dollars;

(c) any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto;

(d) any reference to an entity shall include and shall be deemed to be a reference to any entity that is a successor to such entity;

(e) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

3. TITLE

Legal title to the Property shall be held in the name of the Nominee, which shall hold such title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Vendor, to the extent of its Retained Interest, if any.)

4. MAILING ADDRESSES

The mailing address of the Nominee, the Vendor and the Operator shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee, the Vendor and/or the Operator may change its mailing address from time to time by giving notice in writing to that effect to all Co-Owners, pursuant to the notice provisions contained in this Agreement.

5. REPRESENTATIONS AND WARRANTIES OF THE NOMINEE AND OPERATOR

(a) The Nominee represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite power, capacity and corporate authority to act as nominee and to perform its obligations under this Agreement;

(iii) it shall not carry on any business other than for the purposes set forth in this Agreement;

(iv) it holds and shall continue to hold legal title to the Property as nominee and bare trustee for and on behalf of each Co-Owner to the extent of each Co-Owner's Interest; and

(v) it shall only deal with the Property in the manner and as provided for in this Agreement.

(b) The Operator represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite capacity and corporate authority to act as Operator, and to perform its obligations under this Agreement; and

(iii) it shall comply with its obligations as provided for in this Agreement.

6. OPERATION AND MANAGEMENT OF THE PROPERTY

The Co-Owners hereby appoint the Operator and the Operator hereby accepts the appointment as the operator and manager of the Property and agrees to undertake such Planning Activities as the Operator may determine in its discretion, acting reasonably, are required to rezone the Property to such use or uses as the Operator shall determine, acting reasonably, and in the best interest of the Co-Owners. The Operator agrees to carry out such Planning Activities and to operate and manage the Property in good faith and in the best interest of the Co-Owners. The Operator agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and to proceed diligently to make all necessary applications to rezone the Property to such use or uses as the Operator shall determine, in its reasonable discretion, and to use its reasonable commercial efforts, at the cost and expense of the Co-Owners, with such costs to be defrayed out of the Concept Planning Fund initially, to obtain all necessary approvals and consents from applicable governmental authorities in connection therewith. Subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have such general powers and authority to administer, manage, control, operate, finance, refinance, develop, lease, grant easements and other rights in, under and over, the Property and to do any act, take any proceeding, make any decision and execute and deliver any instrument, deed, agreement, affidavit or document necessary for or incidental to any of the foregoing, for and on behalf and in the name of the Co-Owners, or as the Co-Owners may so direct by Special Resolution. No person dealing with the Operator

LV IV56-LV IV105-35640

will be required to enquire into the authority of the Operator to do any act, take any proceeding, make any decision or execute and deliver any instrument, deed, agreement or document for or on behalf or in the name of the Co-Owners.

Without limiting the generality of the foregoing provisions of this Section 6, but subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have the following specific powers and authorities without further authority or approval from the Co-Owners:

(a) to engage such professional advisers and consultants as the Operator considers advisable in order to perform its duties hereunder;

(b) to open and operate one or more bank accounts in its name, as agent for the Co-Owners in respect of the Property with a Canadian chartered bank or trust company, into which the Operator may deposit all rentals, if any, and other income earned from the Property (if any) (which for greater certainty shall not include the Concept Planning Fund), and out of which account(s) all expenses properly relating to the Property shall be paid, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of such funds to cover all such expenses;

(c) to execute, deliver and carry out all other agreements which require execution by or on behalf of the Co-Owners with respect to the Property, including without limitation, any agreements required by any governmental or statutory authority having jurisdiction over or with respect to the Property, development agreements, site plan agreements, cost sharing agreements, easements and rights of way;

(d) to enter into lease and/or tenancy arrangements in respect of the Property or any part thereof and to collect all rentals and other income therefrom, if any, provided that nothing herein shall constitute a guarantee by the Operator of the payment of any rent by tenants;

(e) to pay all taxes, fees and other expenses relating to the orderly maintenance and management of the Property out of the Concept Planning Fund, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of funds to cover all such expenses;

(f) to commence or to defend on behalf of the Co-Owners, the Nominee, or itself, any and all actions and other proceedings pertaining to the Property or to the Co-Owners;

(g) to determine the amount and type of insurance coverage, if any, to be maintained in order to protect the Property and the Co-Owners from all usual perils of the type covered in respect of comparable properties and in order to comply with the requirements of any lenders of funds;

(h) to retain, employ and pay and discharge on behalf of the Co-Owners all servants, employees, advisors, consultants and/or contractors necessary to be retained for the management and operation of the Property, including, without limitation, for matters relating to its rezoning and development;

(i) to contract on behalf of the Co-Owners for water, gas, electricity and other utility services and commodities, including cable and telephone services necessary for the development, operation and maintenance of the Property; and

(j) to distribute the Net Income from the ownership, operation, use, financing, refinancing, and/or sale of the Property (if any) to each Co-Owner, proportionate to its respective Interest. For the purposes of this Agreement, "**Net Income**" shall mean the gross receipts (which, for greater certainty, shall not include the Concept Planning Fund) derived in any way from dealing with the Property, received by or on behalf of the Co-Owners from the ownership, operation, use, leasing, financing, refinancing, sale of, and/or development and/or any other dealing with of the Property, minus the aggregate of all proper expenses and charges incurred in connection therewith, calculated on an accrual basis, including:

(i) payment of principal and interest owing to mortgagees or other encumbrancers, or other lenders;

(ii) realty taxes, property tax assessments, charges or levies made by any duly constituted governmental or statutory authority, due and owing and secured by a right or apparent right to claim a lien or charge upon the Interests, or any of them, or the Property, and money due and owing from improvements to the Property secured by a lien or charge in favour of materialmen or workmen or trade contractors or other like persons or corporations upon the Interests, or any of them, or the Property;

(iii) all costs and expenses of any sale, financing or refinancing;

(iv) all development costs and expenses;

(v) all costs and expenses of operating, maintaining, leasing, managing, using, and/or developing the Property, and the costs and expenses of repair;

(vi) lighting, electricity and public utilities costs and expenses;

(vii) professional fees reasonably attributed to the Property, its operation, use, financing, refinancing, sale and/or development;

(viii) all other costs, expenses or disbursements which are properly attributable to the Property, except payments to the Co-Owners on account of capital or distribution of Net Income; and

(ix) reserves in such amount as deemed appropriate by the Operator from time to time, including without limitation for the purposes of replacement of major equipment, major renovations and repairs, leasehold improvements, marketing costs and any other reserves normally required for the prudent operation, use, financing, refinancing, sale and/or development of a like property.

Each Co-Owner shall have a proportionate beneficial interest in all of the gross cash receipts derived from the Property and shall be responsible for its proportionate share of the expenses and charges incurred in connection with the Property, in each case proportionate to its respective Interest. Each Co-Owner hereby irrevocably directs the Operator to pay its proportionate share of such expenses and charges out of its proportionate share of such gross cash receipts, as well as out of the Concept Planning Fund.

Each Co-Owner hereby confirms and acknowledges that neither the Operator nor any of its officers, directors, employees, advisors, consultants, agents or representatives has made any warranty or representation, or given any advice:

LV IV56-LV IV105-35640

(k) as to or in respect of the tax treatment of the purchase, disposition or holding of the Interest by a Co-Owner; or

(l) as to the timing of the rezoning or sale or development of the Property or the returns attainable by the Co-Owners upon a sale or lease of or other dealing with the Property.

Each Co-Owners acknowledges that he has been advised to seek his own independent legal and tax counsel prior to entering into a Sale and Purchase Agreement and this Agreement.

7. AUTHORITY TO WITHHOLD

The Operator is authorized to withhold any amounts required to be withheld from any distribution or other payment to a Co-Owner pursuant to the provisions of the *Income Tax Act* and to make payment of any such amount on behalf of a Co-Owner to the CRA, on account of taxes as may be required by law.

8. POWERS EXERCISABLE BY ORDINARY RESOLUTION

Notwithstanding anything to the contrary contained in this Agreement, the following powers shall only be exercisable by the Operator after an Ordinary Resolution is passed by the Co-Owners:

(a) approving the sale or exchange of all or any part of the Property (other than the sale of Interests by the Operator pursuant to Sale and Purchase Agreements);

(b) approving a proposal or plan to develop the Property;

(c) subject to Section 17, consenting to the amendment of this Agreement, provided that, no amendment to this Agreement shall impose or increase any financial or other obligations upon any of the Nominee of the Operator, or in any way adversely affect the Nominee or the Operator, without the prior written approval of the Nominee or the Operator, as the case may be;

(d) approving or ratifying the making of an Additional Advance by the Operator, in accordance with Section 18; or

(e) requiring that the financial statements for the Property be audited.

Other than a matter which under the terms of this Agreement requires a Special Resolution, the Operator may at any time and from time to time by notice in writing to all Co-Owners substantially in the form annexed hereto as Schedule "2" (the "**Notice Requisitioning an Ordinary Resolution**") request the Co-Owners to consider and approve any matter relating to the Property not requiring a Special Resolution. The Notice Requisitioning an Ordinary Resolution shall specify with reasonable detail the matter to be approved by the Co-Owners.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution. If the Operator fails to deliver such Notice Requisitioning an Ordinary Resolution within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or a group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the

LV IV56-LV IV105-35640

Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution which the Operator failed to deliver within the time provided in this Section 8 for the Operator to do so.

9. POWERS EXERCISABLE BY SPECIAL RESOLUTION

The following powers shall only be exercisable by Special Resolution passed by the Co-Owners:

(a) terminating the appointment of the Operator and appointing a new Operator from time to time, in accordance with the provisions of Section 10;

(b) instituting or continuing an action or suit against the Operator for damages based upon the fraud or gross negligence of the Operator in the performance of its obligations under this Agreement;

(c) requiring the Operator to remove the incumbent independent firm of chartered accountants qualified in Canada appointed pursuant to Section 16 and requiring the Operator to appoint a replacement; or

(d) apppointing a replacement for the Nominee in the event that the Nominee should be wound up or dissolved or be declared a bankrupt, such replacement to hold legal title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Operator if it retains any Retained Interest.)

10. CONTROL AND AUTHORITY VESTS WITH CO-OWNERS

The Co-Owners may by Special Resolution terminate and remove the Operator (in its capacity as Operator and not as a Co-Owner)and appoint a new Operator in its place and stead. Such new Operator shall be bound by all of the terms of this Agreement and shall execute an agreement confirming that it is bound under this Agreement as if it was an original signatory thereto.

Upon termination, the Operator terminated shall forthwith upon request of the person designated in the Special Resolution as the replacement Operator (the "**Designated Person**") do the following:

(a) deliver all agreements, documents, instruments, books and records and writings relating to the Property in its possession to the Designated Person, including, without limitation, the Co-Owners Record;

(b) execute and deliver such consents, acknowledgements and assignments pertaining to the Property and any Planning Activities as the Designated Person may require;

(c) cause its representatives on the board of directors of the Nominee to execute resignations as directors and officers forthwith after being required to do so by the Designated Person, provided the Nominee shall continue to indemnify such directors and officers in accordance with its by-laws in existence at the date hereof;

(d) execute and deliver a release in form and content satisfactory to the Designated Person, acting reasonably, releasing the Nominee and the Co-Owners from any liability, provided that: (i) the release by the Operator shall not release the Co-Owners from their obligation to continue to indemnify the Operator pursuant to Section 21 hereof; and (ii) the

LV IV56-LV IV105-35640

Operator receives a release in form and content satisfactory to the Operator, acting reasonably, executed by the Nominee and by the Designated Person for and on behalf of itself and each of the Co-Owners, releasing the Operator from any liability, and the Co-Owners expressly acknowledge and agree that the Designated Person shall have the power and authority to deliver such release, without any further approval or authorization required from the Co-Owners;

(e) do all things necessary and execute all necessary documents to effect the change of shareholders of the Nominee as directed by the Designated Person; and

(f) otherwise co-operate and assist to carrying out and giving effect to each of the actions set out in Section 10(a), (b), (c), (d) and (e) above.

The Operator may at any time and from time to time by notice in writing, substantially in the form annexed hereto as Schedule "3" (the "**Notice Requisitioning a Special Resolution**") to all Co-Owners, request the Co-Owners to consider and approve any matter relating to the Property requiring a Special Resolution pursuant to the terms of this Agreement. The Notice Requisitioning a Special Resolution shall specify with reasonable detail the matter to be considered and approved by Special Resolution.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning a Special Resolution with respect to any matter relating to the Property, including any matter requiring a Special Resolution pursuant to this Agreement. If the Operator fails to deliver such Notice Requisitioning a Special Meeting within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the Notice Requisitioning a Special Resolution which the Operator failed to deliver within the time provided in this Section 10 for the Operator to do so.

11. CO-OWNERS RECORD AND TRANSFERS OF INTEREST

The Operator shall record and at all times maintain and keep up to date a record of the names, addresses and other contact information for the Co-Owners, and the Interest held by each of the Co-Owners as well as particulars of any Transfer of Interests (collectively, the "**Co-Owners Record**").

No Co-Owner shall sell, transfer, assign, mortgage, pledge, grant a security interest or otherwise encumber or dispose of its Interest in the Property (each, a "**Transfer**"), except in compliance with any applicable requirements of the *Securities Act* (Ontario) and any other applicable legislation and otherwise in accordance with the provisions of this Agreement, if and to the extent required.

A Co-Owner may Transfer an Interest or part thereof provided that such Co-Owner complies and satisfies each of the following conditions:

(a) the transferor first delivers to the Operator an original or notarial copy of the executed document or instrument effecting the Transfer which shall be in such form as may be acceptable to the Operator, acting reasonably;

(b) the transferee agrees in writing and in such form as may be acceptable to the Operator, to be bound by the terms of this Agreement and upon completion of the Transfer to

LV IV56-LV IV105-35640

assume the obligations of the transferor under this Agreement in respect of the Interest subject to the Transfer;

(c) the transferor delivers or causes to be delivered to the Operator a direction addressed to both the Nominee and the Operator, in form and substance satisfactory to the Operator and the Nominee, directing the Nominee to execute and deliver a Declaration of Trust for the Interest subject to the Transfer in favour of the transferee;

(d) the transferee pays such costs, expenses and disbursements, including legal fees, as are reasonably incurred by the Operator by reason of the Transfer;

(e) the transferee pays all applicable HST pursuant to the *Excise Tax Act*, and all applicable LTT pursuant to the *Land Transfer Tax Act*, and makes or causes to be made any and all necessary filings, payments and remittances within the time periods required therefor under the provisions of the *Excise Tax Act* and the *Land Transfer Tax Act* and the respective regulations thereunder;

(f) the transferor either provides the transferee with evidence reasonably satisfactory to the transferee that the transferring Co-Owner is not then a "non-resident" of Canada within the meaning of the *Income Tax Act* or provide the transferee with a certificate pursuant to subsection 116(2) of the *Income Tax Act* with a certificate limit in an amount not less than the purchase price for the Interest subject to the Transfer; provided that if such evidence or certificate is not forthcoming, the transferee shall be entitled to make the payment of tax required under section 116 of the *Income Tax Act* and to deduct such payment from the purchase price for the Interest subject to the Transfer;

(g) the transferee executes and delivers to the Operator a counterpart of the Agreement; and

(h) the transferor provides such other documents, agreements, acknowledgements and confirmations as may be required by the Operator or by law (including compliance by the transferring Co-Owner with the provisions of the *Securities Act* (Ontario) if and to the extent applicable).

When a transferee of an Interest is entitled to become a Co-Owner pursuant to the provisions hereof, the Operator will:

(i) record a Transfer of the Interest; and

(j) forward a Declaration of Trust to the transferee in respect of the Interest so transferred.

For the avoidance of doubt, a Transfer by Co-Owner may include a transfer into trust, in which case the terms "sale and purchase agreement", "Purchaser", "purchase", "purchased", and "sale", wherever such terms appear in this Agreement, shall be read so as to recognize that such Transfer is not a purchase and sale transaction between a Co-Owner and a purchaser but a transaction in the nature of a transfer into trust by the transferring Co-Owner to a trustee. Nothing in this Section 11 shall be construed to affect the provisions of Section 12 of this Agreement.

12. OPERATOR NOT BOUND TO SEE TO TRUST OR EQUITY

Other than pursuant to the terms of the Declaration of Trust, the Operator shall not be bound to see to the execution of any trust, express, implied or constructive, or any charge, pledge or equity to which any Interest is subject, or to ascertain or inquire whether any sale or transfer of any such Interest by any Co-Owner or by his personal representatives is authorized by such trust, charge, pledge or equity, or to recognize any person having any interest therein except for the person or persons recorded by the Operator as the Co-Owner.

LV IV56-LV IV105-35640

13. INCAPACITY, DEATH, INSOLVENCY OR BANKRUPTCY

Where a person becomes entitled to an Interest by incapacity, death, insolvency or bankruptcy of a Co-Owner or otherwise by operation of law, in addition to the requirements of Section 11 hereof, that person will not be recorded as or become a Co-Owner until:

(a) he produces evidence satisfactory to the Operator of such entitlement; and

(b) he has delivered such other evidence, approvals and consents in respect of such entitlement as the Operator may require and as may be required by applicable law or by this Agreement.

14. DECLARATIONS OF TRUST

A separate Declaration of Trust shall be executed and delivered by the Nominee to each Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of a Co-Owner to the extent of the Co-Owner's Interest. Provided that the Transfer of an Interest has been effected in accordance with the provisions of Section 11 of this Agreement, a separate Declaration of Trust shall be executed and delivered by the Nominee to each transferee Co-Owner of an Interest from a transferring Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of the transferee Co-Owner to the extent of such Co-Owner's Interest.

15. LOST DECLARATIONS OF TRUST

Where a Co-Owner by notice in writing advises the Operator that the Declaration of Trust with respect to such Co-Owner's Interest has been defaced, lost or destroyed or wrongly taken, the Operator may cause a new Declaration of Trust to be issued, provided that the Co-Owner files with the Operator an indemnity in such form as is satisfactory to the Operator to indemnify the Operator, the Nominee and the other Co-Owners from any loss, cost, liability or damages that it or they may incur or suffer by complying with the request to issue a new Declaration of Trust, and provided further that the Co-Owner satisfies all other reasonable requirements of the Operator, including delivery of a form of proof of loss.

16. BOOKS AND RECORDS AND FINANCIAL REPORTS

The Operator will keep or cause to be kept on behalf of the Co-Owners at the Operator's principal place of business in Ontario:

(a) full and accurate books of account and records of all financial transactions relating to the Property including, without limitations, the receipts and expenditures relating to the Property and the Concept Planning Fund;

(b) the Co-Owners Record setting out the name and address of each Co-Owner; and

(c) copies this Agreement and all counterparts.

At any time upon 10 Business Days written notice to the Operator a Co-Owner may request the Operator to examine any of the documents noted in clauses (a) and (b) above at the office of the Operator and may take copies thereof provided that such requesting Co-Owner pays the reasonable cost to the Operator for making such copies, provided further that any such requesting Co-Owner shall have first provided an affidavit and undertaking, in form and substance satisfactory to the Operator, acting reasonably, duly sworn before a notary public or other individual authorized to administer oaths in the jurisdiction of residence of the

LV IV56-LV IV105-35640

Purchaser, stating: (aa) the name and address of such requesting Co-Owner, and that the Co-Owner is a Co-Owner; (bb) that the Co-Owners Record shall not be used by the requesting Co-Owner or any other person except in connection with a *bona fide* effort to influence the voting by Co-Owners on an Ordinary Resolution or a Special Resolution; (ccc) that the information so provided is subject to applicable privacy rules and regulations; (ddd) that none of the information provided pursuant to clause (a) above shall be disclosed by or on behalf of the requesting Co-Owner to any person who is not a Co-Owner, that such information is proprietary to the Operator and the Co-Owners, and that its disclosure could cause irreparable harm to the other Co-Owners and the Operator; (eee) that the requesting Co-Owner will not, directly or indirectly, offer for sale or purchase, or otherwise traffic in, a list or copy of a list of the Co-Owners or any information contained in the Co-Owners Record; (fff) the requesting Co-Owner acknowledges and agrees that in the event of a breach of any of the covenants, provisions and restrictions in affidavit, the Co-Owners' and Operator's remedy in the form of monetary damages may be inadequate and that the Operator, for itself and on behalf of the other Co-Owners, shall be authorized and entitled, in addition to all other rights and remedies available to it and them, to apply for and obtain from any court of competent jurisdiction interim and permanent injunctive relief and an accounting of all profits and benefits arising out of such breach; and (ggg) that the requesting Co-Owner shall indemnify and hold harmless the Operator and the Nominee and the other Co-Owners from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee or the other Co-Owners by reason of any breach by such requesting Co-Owner of any of the covenants, provisions and restrictions contained in the affidavit.

The Operator shall provide or cause to be provided to each Co-Owner not later than 120 days after the end of each calendar year, financial statements showing the financial results for the Property for such calendar year. The Operator shall retain, at the expense of the Co-Owners, an independent firm of chartered accountants qualified in Canada to prepare such financial statements. Such financial statements shall contain a balance sheet, and a statement of cash flows and shall be prepared in accordance with Canadian accounting standards for private enterprises ("**ASPE**") applicable to the real estate industry in Canada and applied on a consistent basis from year to year. The financial statements shall not be required to be audited unless the Co-Owners by Ordinary Resolution require audited financial statements. For greater certainty, the funds in the Concept Planning Fund are hereby recognized as being the funds of the Operator, not of the Co-Owners.

17. AMENDMENT OF AGREEMENT

This Agreement may be amended in writing on the initiative of the Operator with the consent of the Co-Owners given by Ordinary Resolution. Notwithstanding the foregoing, the Operator may, without any prior notice to or consent from the Co-Owners amend any provision of this Agreement from time to time:

(a) to cure an ambiguity or to correct or supplement any provision contained herein which, in the reasonable opinion of the Operator, may be defective or inconsistent with any other provision contained herein, and with respect to which the cure, correction or supplemental provision does not and will not adversely affect the Interests of the Co-Owners; or

(b) to make such other provisions in regard to matters or issues relating to or arising under this Agreement which, in the reasonable opinion of the Operator, do not and will not adversely affect the Interests of the Co-Owners.

LV IV56-LV IV105-35640

The Operator agrees to inform the Co-Owners by written notice within 60 days following the effective date of an amendment to this Agreement and provide copies of the amending agreement within the said 60 days.

18. PLANNING ACTIVITIES AND CONCEPT PLANNING FUND

As agent for the Vendor, the Operator shall deposit an amount equivalent to the Concept Planning Fund Contribution (as such term is defined in each Sale and Purchase Agreement) received by the Vendor under every completed Sale and Purchase Agreement into a single, segregated account (the "**Concept Planning Fund**") to be in the name of the Operator and to be used by the Operator solely for the purpose of paying the costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities, and those costs and expenses enumerated in Section 6(j) of this Agreement.

The Concept Planning Fund is intended to be a deposit account. Each Co-Owner's respective proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Co-Owner following completion of the sale of the Property. Each Co-Owner's share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of this Agreement) will be paid by the Co-Owner and deducted from his proportionate share of any sale proceeds receivable by him, if and when the Property is sold or otherwise disposed of. Each Co-Owner hereby irrevocably authorizes and directs the Operator to withhold from his proportionate share of any amounts otherwise receivable by it under this Agreement the amount of any such shortfall, and to pay such amount to the Operator.

The Operator shall keep proper and accurate records and details of all expenses paid out of the Concept Planning Fund, and at the request of the Vendor, provide access to the Vendor's representatives to such records and details of expenses to permit the Vendor to satisfy itself that such expenses were paid in accordance with the provisions of this Agreement.

The Operator shall prepare, perform and take or cause to be prepared, performed and taken all Planning Activities as it determines in its reasonable discretion are necessary for and on behalf of the Co-Owners including, without limitation, the following:

(a) surveys and concept plans in connection with the rezoning of the Property;

(b) in the reasonble discretion of the Operator, engage all consultants and professionals including, without limitation, legal counsel with respect to rezoning of the Property or any other Planning Activities;

(c) enter into or request the Nominee to enter into and deliver any documents, consent, acknowledgements or agreements including, without limitation, easements, rights in the nature of an easement, transfers, undertakings, applications, appeals and/or any other similar or related agreements or documents which may be required in the reasonable discretion of the Operator in connection with the Planning Activities;

(d) pay for all costs and expenses associated with Planning Activities, municipal property taxes and the cost of maintaining the Property, out of the Concept Planning Fund, and if insufficient, out of additional funds provided by the Co-Owners; and

(e) keep detailed records and accounts for or pertaining to the Planning Activities.

LV IV56-LV IV105-35640

If the amount set aside in the Concept Planning Fund is not sufficient to defray all costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities and those costs and expenses enumerated in Section 6(j) of this Agreement, the Operator, in the exercise of its absolute discretion, and without the approval of the Co-Owners, may advance to the Co-Owners an amount or amounts on account of such shortfall to a maximum of 5% of the aggregate purchase prices paid by all Co-Owners for their respective Interests(collectively, the "**Initial Advance**"). The Initial Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance made to the Co-Owners out of the proceeds of the sale of the Property.

If the cost of Planning Activities exceeds the combination of the Concept Planning Fund and the Initial Advance, the Operator, as it deems necessary in the exercise of its absolute discretion but subject to the approval of the Co-Owners by way of an Ordinary Resolution, may advance to the Co-Owners additional amounts as may be required for such purposes (collectively, the "**Additional Advance**"). The Additional Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, after repayment of the Initial Advance, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance and the Additional Advance made to the Co-Owners out of the proceeds of the sale of the Property.

19. SALE OF THE PROPERTY

Any offer to purchase the Property received by the Operator or the Nominee, which the Operator deems acceptable (the "**Offer**") shall be presented to all of the Co-Owners for consideration and if approved by an Ordinary Resolution such Offer shall be accepted by the Nominee and such acceptance shall be binding upon all of the Co-Owners. Any sale of the Property by the Nominee resulting from an Offer the acceptance of which was approved by an Ordinary Resolution of the Co-Owners shall be deemed to include the sale by the Co-Owners of the Interests.

The Co-Owners hereby agree that Operator shall have the right, exercisable by notice in writing to the Co-Owners within 30 days after the Co-Owners have passed an Ordinary Resolution to accept the Offer, to purchase the Property at the same price and on the same terms and conditions as are contained in the Offer approved by Ordinary Resolution of the Co-Owners.

If the Operator fails to provide the notice exercising its right to purchase the Property on the same terms and conditions as are contained in the Offer within the said 30 days, then the Nominee shall accept the Offer and complete the transaction with the party that made the Offer the acceptance of which was approved by Ordinary Resolution of the Co-Owners.

20. HST AND LTT

Each of the Co-Owners hereby authorizes the Operator to make any and all filings, payments and/or remittances for HST with respect to the purchase by each Co-Owner of his respective Interest and any other payments of HST applicable to the services provided to the Nominee or in respect of the Property or the Interest of a Co-Owner.

Each Co-Owners hereby authorizes the Operator to carry out any HST reporting or filing obligations that are required in respect of the Interests or the Property. Such authority shall

LV IV56-LV IV105-35640

include the execution of any documents that have to be or which may be advisable to be executed under the *Excise Tax Act*. The Operator shall to the extent required under the *Excise Tax Act* make and satisfy all filing and reporting obligations of a Co-Owner with respect to the Interest of the Co-Owner and shall provide each Co-Owner with copies of such filings and reports.

Each of the Co-Owners hereby authorizes the Operator to make any and all filings payments and/or remittances, from funds provided by the Co-Owner, relating to LTT arising from the purchase by each Co-Owner from the Vendor of his respective Interest in the Property. For greater certainty, each of the Co-Owners hereby authorizes the Operator on behalf of the Co-Owner and with the Co-Owner's funds to make any and all payments, remittances and filings under the provisions of the *Land Transfer Tax Act* relating to LTT and within the time period required therefor under the *Land Transfer Tax Act*, arising from the acquisition and/or ownership of the Interest. The Operator shall provide each Co-Owner with copies of such filings and evidence of the payments and remittances upon the written request of a Co-Owner.

21. POWER OF ATTORNEY

Each Co-Owner hereby nominates, constitutes and appoints each of the Operator and the Nominee, acting alone or together, with full power of substitution, as his true and lawful attorney and agent with full power and authority in his name, place and stead, for his use and benefit, to do the following, as fully and effectually as the Co-Owner could do if personally performed including, without limitation:

(a) execute and deliver all such documents or instruments on behalf of and in the name of the Co-Owners, or any of them, as may be deemed necessary by the Operator to carry out fully the provisions of this Agreement in accordance with its terms;

(b) execute, swear to, acknowledge, deliver, file and/or remit to or with the Ministry of Finance (Ontario) pursuant to the *Land Transfer Tax Act*, as amended, all necessary returns and payment or remittances in connection with the acquisition by the Co-Owners of their respective Interests in the Property;

(c) execute, acknowledge, deliver and file and/or remit to or with the CRA, all necessary instruments, declarations, certificates and other documents, and remittances relating to HST;

(d) execute, acknowledge, deliver and file as and where required any election made pursuant to subsection 273(1) of the *Excise Tax Act* as contemplated in each Purchase Agreement;

(e) execute and deliver all conveyances, agreements, documents and other instruments pertaining to the sale, development, redevelopment, financing, refinancing or leasing of the Property as the Operator determines in its sole discretion is in the best interests of the Co-Owners, and as permitted by this Agreement or authorized by Ordinary Resolution or Special Resolution of the Co-Owners; and

(f) execute, acknowledge, deliver and file any and all CRA non-resident personal income tax returns.

Each Co-Owner acknowledges and confirms that the power of attorney granted herein is made pursuant to the *Powers of Attorney Act* (Ontario) and is a power coupled with an interest, will survive the death, disability or other legal incapacity of the Co-Owner and will survive the assignment (to the extent of the Co-Owner's obligations hereunder) by the Co-Owner of the whole or any part of his Interest and extends to the heirs, executors, administrators, successors

LV IV56-LV IV105-35640

and assigns of the Co-Owner and may be exercised by the Operator or the Nominee, acting alone or together, executing on behalf of the Co-Owners, or any of them, any instrument, by listing all of the Co-Owners to be bound by such instrument with a single signature as attorney and agent for all of them, or otherwise. Each of the Co-Owners agrees to be bound by any representations and actions made or taken in good faith and in accordance with the terms of this Agreement by the Nominee and/or the Operator pursuant to such power of attorney in accordance with the terms hereof and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the Nominee or the Operator taken in good faith under such power of attorney. The Operator shall, at the written request of a Co-Owner, provide such Co-Owner with copies of any of the documents or instruments executed, sworn, delivered, acknowledged or remitted by the Operator for and on behalf of that Co-Owner only under the power of attorney provided for in this Section 21.

22. INDEMNIFICATION

Each of the Co-Owners hereby agrees, severally and not jointly or jointly and severally, to indemnify and hold harmless the Operator and the Nominee from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee, or by any one or more attorneys appointed by it or them under the power to substitute pursuant to the power of attorney provision contained in Section 21 above, by reason of acts, omissions or alleged acts or omissions arising out of the activities of the Operator or the Nominee on behalf of the Co-Owners or in furtherance of the Interests of the Co-Owners but only if the acts, omissions or the alleged acts or omissions in respect of which any actual or threatened action, proceeding or claim are based, were performed in good faith and in accordance with the Agreement.

23. VENDOR'S RIGHT TO RETAIN AN INTEREST

The Co-Owners acknowledge and agree that the Vendor has the right, but not the obligation, to retain an undivided beneficial Interest in the Property (a "**Retained Interest**"), to whatever extent it wishes, and the Vendor to the extent of any such Retained Interest shall for the purposes of this Agreement be a Co-Owner and be deemed to be bound by this Agreement. The Vendor may at any time and from time to time Transfer and assign all or any part of such Retained Interest to any person or persons it deems appropriate and upon such Transfer or assignment, the assignee or transferee thereof shall execute a counterpart of this Agreement and shall be a Co-Owner to the extent of the Retained Interest so transferred or assigned.

24. COMPETING INTERESTS

Each of the Co-Owners and the Operator is entitled, without the consent of any of the others of them, to own property and to carry on any business or activity whatsoever, whether of the same or different nature as that owned by or carried on by any of them, and whether or not in competition with the Interests, the Property or any activity carried on by any of them, and neither any Co-Owner nor the Operator shall be liable to account to any of the other of them.

25. NOTICES

Any notice or communication required or permitted to be given to the Nominee, the Vendor, the Operator or the Co-Owners hereunder shall be in writing and shall be given by delivery or by mailing to same to be addressed as follows:

(a) To the Nominee, the Vendor or the Operator, at its respective mailing address provided in Section 4 above.

LV IV56-LV IV105-35640

(b) To each Co-Owner at his last address shown on the Co-Owners Record maintained by the Operator.

Any notice or communication delivered as aforesaid shall be in the English language but may be accompanied by an unofficial translation and shall be deemed to have been given to the addressee on the day of delivery, if delivered by courier or, if mailed as aforesaid, shall be deemed to have been given to the addressee on the 10th Business Day following the mailing of such notice, provided that, for such purposes, no day during which there shall be a strike or other occurrence which shall interfere with normal mail services shall be considered a Business Day. If delivery of any notice or communication is made via fax, delivery shall be deemed to have been made on the day following the sending of the fax unless such day is not a Business Day, in which case delivery shall be deemed to have been made on the next Business Day.

26. FURTHER ACTS

The parties hereto agree to execute and deliver such further and other documents and to perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

27. BINDING EFFECT

Subject to the restrictions on Transfers herein contained, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and permitted assigns.

28. SEVERABILITY

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts, by original or facsimile signature, with the same affect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same agreement.

30. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, in the Country of Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

31. DISPUTE RESOLUTION

Any disputes, claims, disagreements, differences, (including, without limitation, interpretation, performance and enforcement) (collectively the "**Dispute**") that may arise between the Co-Owners or any of them and/or the Operator and/or the Nominee relating in any manner to this Agreement, the Property, or the Interests or any of them, shall attempted to be resolved by mediation and if such mediation is not successful, then by arbitration.

LV IV56-LV IV105-35640

Upon written demand of the Nominee, the Operator or the Co-Owners or any them and within 10 days after such demand, the parties shall attempt to appoint a mediator. If within such period of time they are unable to agree on a mediator, the Dispute shall be resolved by arbitration. If the parties to the Dispute are unable to agree upon a single arbitrator within 10 days after a demand has been made by any party to the Dispute to appoint a single arbitrator then, any party to the Dispute may apply, to a Justice of the Superior Court of Justice sitting in the City of Toronto, in the Province of Ontario, Canada for the appointment of an arbitrator.

The arbitration shall proceed in accordance with the provisions of the *Arbitration Act*, 1991 (Ontario) and any amendments or successor legislation thereto, which provisions shall apply *mutatis mutandis*. The arbitrator shall have the power to determine the procedure for the arbitration and to deliver his or her award notwithstanding the default by any party in respect of any procedural order made by the arbitrator.

The arbitrator shall proceed immediately to hear and determine the Dispute. The award of the arbitrator shall be made within 30 days after the appointment of the arbitrator, subject to any reasonable delay due to unforeseen circumstances. The award of the arbitrator shall be in writing and signed by the arbitrator, and shall be final and binding on the parties to the Dispute, not subject to any appeal, and the parties to the Dispute shall abide by the award and perform the terms and conditions thereof. The arbitration award shall deal with the costs of arbitration and all matters related thereto including the arbitrator's fees and expenses. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Unless otherwise mutually agreed, any mediation or arbitration of a Dispute shall take place in the Municipality of Metropolitan Toronto, in the Province of Ontario, in the Country of Canada.

32. NO INTENTION TO CREATE A PARTNERSHIP

The Co-Owners acknowledge, agree and declare that the entering into of this Agreement does not, and is not intended to, create a partnership, for any purpose. The Co-Owners further agree that nothing herein is to be construed as a limitation of the powers or rights of any Co-Owner to carry on its separate respective activities. Except for the Operator as contemplated in this Agreement, none of the Co-Owners shall have the right to bind any of the other Co-Owners, transact any business in any of the other Co-Owners names or on their behalf or incur any liability for or on behalf of any of the other Co-Owners. The Co-Owners agree that they shall each report their income or loss arising from the ownership of their Interests, for both accounting and income tax purposes, and to the applicable taxing authorities, as co-venture parties independent of one another, and not as partners in a partnership.

33. NO RIGHT TO PARTITION, ETC.

Each of the Co-Owners, by becoming a party to this Agreement, agrees and will be deemed to have agreed that he will not seek any remedy or right for the termination of this Agreement which would otherwise be available at law or in equity or for the termination of the co-ownership of the Property or which would otherwise be available pursuant to the *Partition Act*, R.S.O. 1980, c. 369,) and any amendments or successor legislation thereto, and each such Co-Owner shall be forever estopped from asserting otherwise and from seeking such remedy or right. In the event of any breach of the provisions of this Section 33 by a Co-Owner, the other Co-Owners and the Operator shall, in addition to all rights and remedies at law or in equity to which it is or they are otherwise entitled, be entitled to a decree or order

LV IV56-LV IV105-35640

perpetually restraining and enjoining such partition, application, action or other proceeding, and the first-mentioned Co-Owner shall not plead in defence thereto that there would be an adequate remedy at law, it being acknowledged by all the parties hereto that the injury and damages flowing from any such breach would be impossible to measure monetarily.

34. TIME

Time shall be of the essence of this Agreement.

35. REFERENCE DATE

This Agreement is dated for reference as of the 15TH day of November, 2013.

IN WITNESS WHEREOF this Agreement is executed with effect as of the day and year first above written.

EXECUTED this 13TH day of NOVEMBER 2013 with effect as of the day and year first above written.

CO-OWNER

WITNESS

Chiaki Hayashi
SIGNATURE OF WITNESS

Signature of Witness

Print: CHIAKI HAYASHI

Mizue Fukiage
SIGNATURE OF CO-OWNER

Signature of Co-Owner

Print: MIZUE FUKIAGE

LV IV56-LV IV105-35640

EXECUTED this 17TH day of JANUARY, 2014 with effect as of the day and year first above written.

LONDON VALLEY IV INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

EXECUTED this 17TH day of JANUARY, 2014 with effect as of the day and year first above written.

TSI-LV IV INTERNATIONAL CANADA INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

LV IV CAPITAL MANAGEMENT INC.

EXECUTED this 17TH day of JANUARY, 2014 with effect as of the day and year first above written.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

SCHEDULE "1"

Legal Description of Property

Lands and premises located on 6211 Colonel Talbot Road, in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lot 57 WTR As In 753369 Save & Except PT 2 PL 33R-16279, London/Westminster

LV IV56-LV IV105-35640

SCHEDULE "2"

NOTICE OF REQUISITION OF ORDINARY RESOLUTION

By Co-Owners

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____, 201_ .

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: MIZUE FUKIAGE
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV IV56-LV IV105

By Operator

NOTICE IS HEREBY GIVEN that the undersigned requests the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned signed to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____ , 201__.

LV IV CAPITAL MANAGEMENT INC.

Per: _____

Name:
Title:
I have authority to bind the Corporation.

1766

Appendix 1

FORM OF ORDINARY RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____, 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: MIZUE FUKIAGE
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV IV56-LV IV105

Identification No. _____

LV IV56-LV IV105-35640

1768

SCHEDULE "3"

NOTICE OF REQUISITION OF SPECIAL RESOLUTION

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners to approve the Special Resolution attached hereto as Appendix I **by no later than** the _____ day of _____ , 201__ (the "**Return Date**"). If the form of Special Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Special Resolution.

Dated the _____ day of _____ , 201__.

Witness	**Co-Owner**
_____	_____
Signature	Signature
Print: _____	Print: MIZUE FUKIAGE
Address: _____	Address: _____
_____	_____

Unit Identification No. LV IV56-LV IV105

Identification No. _____

Appendix I

FORM OF SPECIAL RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____, 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: MIZUE FUKIAGE
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV IV56-LV IV105

Identification No. _____

DECLARATION OF TRUST

Cert. No. LV_IV_JP_26b58a41da329e0cbde0cbf956640a58

ID. 35640 UDI. LV IV56-LV IV105

Interest: 50/512TH

This is to certify that MIZUE FUKIAGE is the owner of an undivided beneficial 50/512TH interest (the "Interest") representing a value of Five Hundred Thousand dollars of lawful money of Canada (C$500,000.00) in the real property located on 6211 Colonel Talbot Road, in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lot 57 WTR As In 753369 Save & Except PT 2 PL 33R-16279, London/Westminster (the "Property") and that London Valley IV Inc., as the registered holder of title to the Property, declares and acknowledges that it is holding title to the Property in trust for and on behalf of MIZUE FUKIAGE, to the extent of the Interest.

Reference is made to the co-owners agreement (the "Agreement") dated for reference as of the 15TH day of November, 2013 among the owner of the Interest named in the within Declaration of Trust, London Valley IV Inc. TSI-LV IV International Canada Inc., LV IV Capital Management Inc. and all other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of the Agreement. The Agreement provides for certain rights and obligations of the owners of undivided beneficial interest in the Property.

This Declaration of Trust and the Interest represented hereby are not transferable by delivery but only by the registered holder hereof, or by his agent duly authorized in writing, upon compliance with the provisions of the Agreement, including delivery to TSI-LV IV International Canada Inc. at its principal office in Mississauga, Ontario, of this Declaration of Trust together with a duly executed transfer of beneficial interest in the form required by TSI-LV IV International Canada Inc.

IN WITNESS WHEREOF London Valley IV Inc. and TSI-LV IV International Canada Inc. have caused this Declaration of Trust to be signed by its duly authorized officers this 17TH day of JANUARY 2014.

LONDON VALLEY IV INC.

Per: _____

Name:
Title:
I/We have authority to bind the Corporation

TSI-LV IV INTERNATIONAL CANADA INC.

Per: _____

Name:
Title:
I/We have authority to bind the Corporation

2173

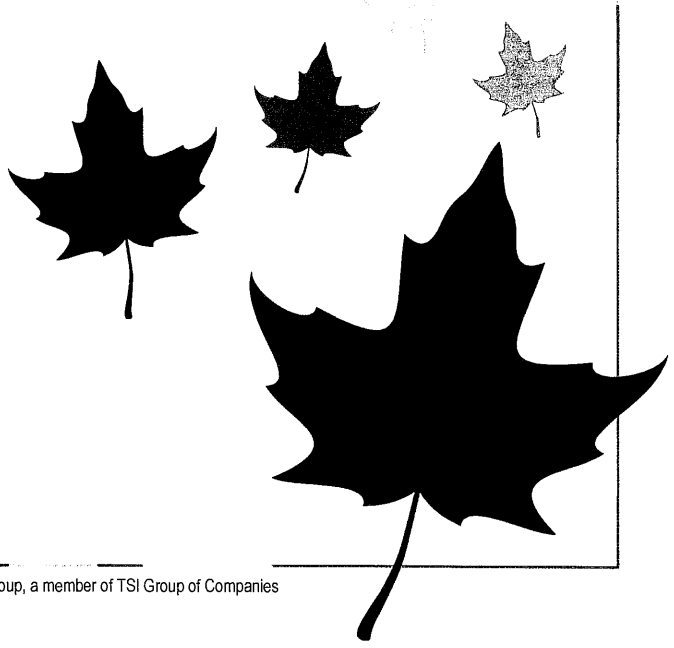
1774

-P 35961#
1/20/2015

TSI INTERNATIONAL

LONDON VALLEY IV INC.

HIRONORI KOBAYASHI



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UNIT IDENTIFICATION NO. LV IV132-LV IV266

AGREEMENT OF SALE AND PURCHASE dated the 10TH day of JANUARY, 2014.

BETWEEN

HIRONORI KOBAYASHI,

Identification: DRIVER'S LICENSE (528701029170)

Address: 413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Phone Number: 81-776-27-5321

(hereinafter referred to as the "**Purchaser**")

-and-

TSI-LV IV INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario,

(hereinafter referred to as the "**Vendor**");

-and-

LONDON VALLEY IV INC.,
a corporation incorporated under the laws of the Province of Ontario

(hereinafter referred to as the "**Nominee**")

WHEREAS:

A. The Vendor is the beneficial owner of an undivided interest in a parcel of land described in Schedule "B" annexed to this Agreement (the "**Property**") and title to which Property is registered in the name of the Nominee.

B. The Vendor is engaged in the business of land banking, the prime focus of which is to locate and purchase raw land and to endeavour to rezone the land through the applicable land development process to an approved use determined by the Vendor to be suitable and appropriate in all of the circumstances, and to thereby enhance the value of the land.

C. The Purchaser acknowledges that rezoning of the Property is uncertain and may take many years to achieve, often six years or longer, and that there can be no assurance that rezoning will be obtained, or if obtained, to permit for such use or uses as were requested and/or otherwise on terms and conditions that are satisfactory.

D. The Vendor may from time to time sell undivided beneficial interests in the Property to various purchasers.

E. The Purchaser acknowledges that real estate investments are generally subject to various risks, including a lack of liquidity, the highly competitive nature of the real estate industry, changes in general economic conditions (such as the availability and cost of mortgage funds), conditions of supply and demand for any particular type of real estate in the particular area, government regulations and changes thereto (including uncertainties and delays in zoning, subdivision and development regulatory approval processes, taxation of

LV IV132-LV IV266-35961

property and environmental legislation), changes in governments and the political environment in the jurisdiction where the real estate is located, and sensitivity to interest rates, among other factors.

F. The Purchaser acknowledges having had the opportunity to review this Agreement and its schedules with its advisors and to conduct such due diligence investigations as the Purchaser deemed appropriate with respect to all matters pertaining to the Property and to the Vendor.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. SALE OF UNDIVIDED BENEFICIAL INTEREST IN LAND

1.1 The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser a 135/512TH undivided beneficial interest in the Property (the "**Purchaser's Land Interest**").

1.2 The Purchaser's Land Interest will be identified by the following designated identification number: LV IV132-LV IV266

2. . PURCHASE PRICE

2.1 The Purchaser shall pay the aggregate sum of Ten Thousand Dollars of lawful money of Canada (C$10,000.00) for each 1/512TH undivided beneficial interest in the Property upon execution of this Sale and Purchase Agreement, of which Nine Thousand Five Hundred Dollars (C$9,500.00) of lawful money of Canada will be paid on account of the purchase price for such interest, and Five Hundred Dollars (C$500.00) of lawful money of Canada will be paid into a segregated account known as the "Concept Planning Fund" (the "**Concept Planning Fund**") to be used to defray costs, expenses and fees to be incurred in connection with the Property, as more particularly hereinafter described and as described in the Co-Owners Agreement (as such term is hereinafter defined).

2.2 The Purchaser hereby agrees to purchase the Purchaser's Land Interest for a total purchase price of ONE MILLION TWO HUNDRED EIGHTY TWO THOUSAND FIVE HUNDRED DOLLARS ONLY of lawful money of Canada (C$1,282,500.00) (the "**Purchase Price**"), and to pay the amount of SIXTY SEVEN THOUSAND FIVE HUNDRED DOLLARS ONLY of lawful money of Canada (C$67,500.00) into the Concept Planning Fund (the "**Concept Planning Fund Contribution**"). All references in this Agreement to payments of money being made shall mean lawful money of Canada.

2.3 The Purchase Price excludes applicable harmonized sales tax (the "**HST**") pursuant to the *Excise Tax Act*, R.S.C. 1985, c E-15, as amended (the "**ETA**") and the Purchaser agrees to pay the HST in addition to the Purchase Price and the Concept Planning Fund Contribution, unless the Purchaser has obtained and inserted (or instructed to be inserted) its HST registration number set forth below on the signing page of this Agreement, below its signature, prior to acceptance of this Agreement by the Vendor, in which case the Purchaser hereby represents and warrants that it is a registrant for HST purposes under the provisions of the ETA, under such registration number.

2.4 Included in the Purchase Price and the Concept Planning Fund Contribution, the Purchaser shall be responsible for the payment of land transfer tax ("**LTT**") under

the *Land Transfer Act*, R.S.O., c L.6. as amended (the "**LTTA**"), in the amount of EIGHTEEN THOUSAND FOUR HUNDRED FORTY EIGHT DOLLARS AND TWENTY EIGHT CENTS of lawful money of Canada (C$18,448.28).

2.5 The Purchaser covenants to pay, make and submit all necessary payments, filings and remittances within the time periods required therefor under the provisions of the ETA, if applicable, and the LTTA, and the regulations thereunder. The Purchaser hereby authorizes the Vendor on behalf of the Purchaser and with the Purchaser's funds, to make any and all payments, filings and remittances within the time periods required therefore under the provisions of the ETA relating to HST, if applicable, and under the provisions of the LTTA relating to LTT required to be made by the Purchaser arising from its acquisition of the Purchaser's Land Interest. While the Vendor agrees to assist the Purchaser in submitting such payments, remittances and filings, for greater certainty, nothing herein contained shall oblige the Vendor to make any payments or remittances from its own resources or funds and all such payments and remittances and filings shall be the Purchaser's obligation.

2.6 Funds in the Concept Planning Fund shall be applied towards defraying future costs of every nature and kind related to the Property, including property management costs, costs, fees, and services incurred in connection with planning activities, development submissions, subdivision applications, operational costs and all other activities and matters concerning or related to the Property, as determined by the Operator (as such term is defined in the Co-Owners Agreement) which would be incurred by or on behalf of the Purchaser as a Co-Owner. The Concept Planning Fund is intended to be a deposit account. The Purchaser's proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Purchaser following completion of the sale of the Property. The Purchaser's proportionate share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of the Co-Owners Agreement) will be paid by the Purchaser (in its capacity as a Co-Owner) and deducted from its proportionate share of any sale proceeds receivable by it, if and when the Property is sold or otherwise disposed of.

3. PAYMENT OF THE PURCHASE PRICE

3.1 The Purchaser hereby agrees that the Purchase Price, the Concept Planning Fund Contribution, and all other amounts due and payable hereunder, shall be paid to the Vendor on the Closing Date (as hereinafter defined). Following the Closing Date, the Vendor shall deliver the Concept Planning Fund Contribution to the Operator for deposit into the Concept Planning Fund.

3.2 All payments of the Purchase Price, the Concept Planning Fund Contribution, and such other amounts shall be made through the appointed agent (the "**Vendor's Agent**"), the Vendor's authorised agent and representative in the jurisdiction of residence of the Purchaser, and the Vendor hereby directs the Purchaser to make all such payments to the Vendor's Agent, who is authorised by the Vendor to acknowledge receipt of the Purchase Price and other amounts paid hereunder.

4. CLOSING DATE, DELIVERIES, COSTS, NON-MERGER

4.1 The date on which this Agreement is signed by the Purchaser and is accepted and signed by the Vendor and the Nominee shall be the "**Closing Date**". On the Closing Date, in addition to delivering the Purchase Price and this Agreement, the Purchaser agrees to deliver to the Vendor's Agent a copy of the Co-Owners Agreement signed by the Purchaser.

LV IV132-LV IV266-35961

4.2 Within ninety (90) days after the Closing Date, the Vendor agrees to deliver to the Purchaser the following documents (the "**Closing Documents**"):

(a) this Agreement, duly executed by the Vendor and the Nominee;

(b) a Declaration of Trust (as hereinafter defined), duly executed by the Nominee; and

(c) the Co-Owners Agreement (as hereinafter defined), duly executed by the Nominee and Operator (as therein defined).

4.3 The Vendor shall pay for the cost of drafting and/or settling the Closing Documents. The Vendor shall not be obligated to pay any other costs associated with the purchase of the Purchaser's Land Interest.

4.4 This Agreement shall be irrevocable by the Purchaser for a period of 120 days following its execution and delivery to the Vendor or the Vendor's Agent. This Agreement shall only become binding upon the Vendor and the Nominee following the Vendor and the Nominee having each accepted this Agreement as signified by its respective execution of this Agreement where indicated below.

4.5 All representations, warranties and covenants of the Purchaser as set out in this Agreement shall not merge upon closing but shall survive closing and the Closing Date.

5. VENDOR REPRESENTATIONS AND WARRANTIES

5.1 The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in completing the sale and purchase transaction contemplated in this Agreement:

(a) the Vendor is the beneficial owner of the Purchaser's Land Interest with good and marketable title thereto, subject to Section 6.1;

(b) registered title to the Property and beneficial title to the Purchaser's Land Interest shall be good and marketable and clear and free from all mortgages, charges and financial liens on the Closing Date;

(c) the Vendor has the right, power and authority to sell the Purchaser's Land Interest as contemplated in this Agreement;

(d) the Vendor is a corporation properly constituted and in good standing under the laws of the Province of Ontario and the laws of Canada applicable therein; and

(e) the Vendor is not now and on the Closing Date will not be a non-resident of Canada within the meaning of the *Income Tax Act* (Canada), R.S.C. 1985, c.1 (5th Supp.), as amended from time to time.

6. EASEMENTS, LIENS, REGISTERED AGREEMENTS

6.1 Other than any mortgage, charge or financial lien which the Vendor is required to discharge pursuant to this Agreement, registered title to the Property, and beneficial title to the Purchaser's Land Interest, shall be subject to all other liens and encumbrances registered

LV IV132-LV IV266-35961

on title to the Property on the Closing Date or which may be registered against the title to the Property after the Closing Date, including those registered in connection with the rezoning or development process relating to the Property, and including, without limitation, agreements with the applicable municipality or region, agreements with public regulated utilities, easements for the supply of domestic utility or telephone services to the Property or properties which are adjacent to the Property, easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the Property or its proposed development, other registered restrictions or covenants that run with the lands, and the restrictions and reservations in the Crown patent.

7. PURCHASER(S)' REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 The Purchaser represents and warrants to and covenants in favour of the Vendor as follows:

(a) there are no liens, mortgages, judgements, executions or other encumbrances, related to or attaching to the Purchaser's Land Interest or any part thereof;

(b) the Purchaser shall keep the Purchaser's Land Interest and every part thereof free and clear of all liens, mortgages, other encumbrances, judgements or executions. The Purchaser warrants and represents that all such liens, mortgages, judgements, executions other encumbrances, if any, shall be discharged and removed forthwith at the Purchaser's sole cost and expense and the Purchaser shall hold harmless the Vendor and all other beneficial owners of undivided interests in the Property from time to time against any and all claims, liabilities, actions, cause of actions, charges, demands and costs, including solicitors fees in connection therewith; and

(c) the Purchaser will not register or cause to be registered this Agreement, the Co-Owners Agreement, notice of this Agreement, notice of the Co-Owners Agreement, notice of the Purchaser's Land Interest, or any caution against title to the Property and the Purchaser shall forthwith remove and discharge any such registration at its costs and expense, failing which the Vendor may do so at the cost and expense of the Purchaser.

7.2 The foregoing warranties, representations and covenants of the Purchaser shall not merge on closing but shall survive closing and the Closing Date.

8. PURCHASER(S)' PARTICULARS, NATURE OF VESTING OF BENEFICIAL TITLE

8.1 The Purchaser agrees and confirms that the personal information provided in Schedule "A" annexed hereto is true, accurate and complete and agrees to inform the Vendor in writing forthwith of any change in any of the information therein provided.

8.2 If there is more than one person that comprises the Purchaser, then the Purchaser's Land Interest will be held as joint tenants with right of survivorship unless the box below is initialled by the Purchaser in which case the Purchaser's Land Interest will be deemed to be held as tenants-in-common, in the percentages noted therein.

LV IV132-LV IV266-35961

[ ] Purchaser elects to hold Purchaser's Land Interest as tenants- in -common and not as joint tenants, as follows: _____ as to ___%, _____ as to ____%.

9. PRESENT STATE AND CONDITION OF PROPERTY

9.1 The Purchaser hereby agrees that the purchase of the Purchaser's Land Interest is on an "as is, where is basis" with no representations or warranties whatsoever made by the Vendor, other than as expressly set out in this Agreement.

10. TITLE INSURANCE

10.1 The Nominee as registered owner of the Property obtained title insurance upon acquiring the Property (the "**Title Insurance Policy**") in such form and in such amount and with such stipulations, limitations and qualifications respecting coverage as it deemed appropriate.

11. NOMINEE AS BARE TRUSTEE; DECLARATION OF TRUST

11.1 The Purchaser acknowledges that the registered title to the Property is held by the Nominee, as nominee and bare trustee for the Vendor to the extent of its undivided beneficial interest in the Property, and as nominee and bare trustee for others to the extent of their respective undivided beneficial interests in the Property, and that on completion of the transaction herein contemplated the Nominee will hold the registered title to the Property to the extent of the Purchaser's Land Interest as nominee and bare trustee for the Purchaser and others to the extent of their respective undivided beneficial interests in the Property.

11.2 The mailing address of the Nominee for receiving notices shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee may change its mailing address from time to time by giving notice in writing to that effect pursuant to the notice provisions contained in the Co-Owners Agreement.

11.3 The Nominee agrees to execute and deliver to the Purchaser a declaration of trust (the "**Declaration of Trust**") wherein it will confirm that, from and after the Closing Date, it is holding the title to the Property for and on behalf of the Purchaser, to the extent of the Purchaser's Land Interest, in the place and stead of the Vendor.

11.4 The Purchaser acknowledges that the registered title to the Property shall at all times be in the name of the Nominee.

12. NO RIGHT TO USE, OCCUPY OR ACCESS

12.1 The Purchaser agrees that it hereby waives all rights of use, occupation and rights of access to the Property, and any part thereof, in order to facilitate the future rezoning and ultimate subdivision and re-development of the Property, for the benefit of all Co-Owners. The provisions of this Section 12 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date.

13. CO-OWNERS AGREEMENT

13.1 The Purchaser agrees that concurrent with its execution and delivery of this Agreement, the Purchaser shall execute and deliver the agreement or a counterpart of the co-

owners agreement, a draft copy of which is annexed hereto as Schedule "C" (the "**Co-Owners Agreement**").

13.2 The Co-Owners Agreement shall govern, amongst other things, the following:

(a) the rights and obligations of the Purchaser, as owner and any other owners of undivided beneficial interests in the Property;

(b) any future sale, financing and/or development of the Property;

(c) procedures for consent and approvals by the Co-Owners (as such term is defined in the Co-Owners Agreement);

(d) appointing the Operator (as such term is defined in the Co-Owners Agreement) for and on behalf of the Co-Owners;

(e) the rights and obligations of the Operator of the Property;

(f) the obligation of the Nominee as registered holder of the title to the Property for an on behalf of the Co-Owners;

(g) the right to transfer or assign the Purchaser's Land Interest or any part thereof and the terms conditions to be satisfied with respect to any such assignment or transfer; and

(h) such other matters as are therein contained.

13.3 The Vendor shall not be obligated but shall have the right to retain an undivided beneficial interest in the Property to such extent as it may in its absolute discretion deem appropriate and thus be a co-owner thereof and with respect to such undivided beneficial interest it shall be subject to the terms of the Co-Owners Agreement and entitled to exercise the rights of a Co-Owner.

14. SUBDIVISION CONTROL PROVISIONS

14.1 The Vendor agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and this Agreement shall be effective to create an interest in the Property provided that the provisions of the *Planning Act* (Ontario) are complied with in connection with the transaction of sale and purchase of the Purchaser's Land Interest.

15. NO REPRESENTATIONS, WARRANTIES OR ADVICE

15.1 The Purchaser acknowledges that none of the Vendor, the Nominee, the Vendor's Agent nor anyone acting on its or their behalf has made any representations or warranties except as are expressly set forth in this Agreement or the Co-Owners Agreement, nor given any advice respecting the tax treatment relating to the purchase or disposition of the Purchaser's Land Interest or any part thereof or the Property, nor as to the timing of sale, rezoning or development of the Property nor with respect to any potential or anticipated profit to be derived or derivable from the Purchaser's Land Interest or the Property.

15.2 The Purchaser has been urged and advised to consult with the Purchaser's own respective advisors including legal and tax advisors, with respect to the purchase and other matters pertaining to the Property and the Purchaser's Land Interest and the Closing Documents.

LV IV132-LV IV266-35961

16. SOURCE OF FUNDS

16.1 The Purchaser hereby represents, warrants, confirms and acknowledges that the source of the Purchaser's funds:

(a) are not derived directly or indirectly from any crime;

(b) are not linked directly or indirectly to any terrorists or against anti terrorist laws;

(c) are not embargoed funds; and

(d) are not obtained in violation of any laws or seeking to escape or avoid any tax laws;

16.2 The Purchaser covenants that all payments and remittances shall strictly comply , at its own expense, with all regulatory or exchange control provisions in force on the Closing Date and applicable to this Agreement.

16.3 The provisions of this Section .16 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date.

17. NOTICES

17.1 All notices required hereunder shall be in writing and in the English language and may be served either personally upon the parties or by electronic transmission namely by fax or email addressed to the Parties at their respective last known addresses, fax number or email address.

18. HEIRS, ASSIGNS, ETC.

18.1 This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective heirs , administrators, executors, successors and permitted assigns; provided that, the Purchaser shall not be entitled to assign this Agreement or any of its rights hereunder without the prior written approval of the Vendor, which approval may be withheld in its absolute discretion.

19. SUPERCEDING AGREEMENT

19.1 This Agreement shall supercede any and all previous discussions, representations, agreements or understandings made by or on behalf of either of the parties hereto for or relating to the purchase and sale of the Purchaser's Land Interest.

20. SCHEDULES

20.1 Schedules "A", "B" and "C" annexed hereto form an integral part of this Agreement and shall be read together with this Agreement.

21. COUNTERPARTS

21.1 This Agreement may be executed in any number of counterparts and by original or facsimile signature with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement.

LV IV132-LV IV266-35961

22. LAWS AND JURISDICTION-ONTARIO

22.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

23. CAPTIONS

23.1 The captions of the sections of this Agreement are for convenience only and do not amplify or limit in any way the provisions hereof.

24. EFFECT OF PARTIAL INVALIDITY ON THIS AGREEMENT

24.1 In the event that any provision of this Agreement is illegal, void or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

25. FACSIMILE DOCUMENTS

25.1 The parties agree to accept facsimile executed documents, including Closing Documents, as if they were originally signed documents.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SET OUT BELOW.

WITNESSED BY:

DATE OF EXECUTION: 2014-01-10

THE PURCHASER

CHIAKI HAYASHI
Print Name of Witness

HIRONORI KOBAYASHI
Print Name of Purchaser

SIGNATURE OF WITNESS

Signature of Witness

SIGNATURE OF PURCHASER

Signature of Purchaser

Witness Identification Number

HST Number:

804960508RT0001

LV IV132-LV IV266-35961

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DATE OF EXECUTION: 2014-2-7
THE VENDOR:
TSI-LV IV INTERNATIONAL CANADA INC.

Per:

Name:
Title:
HST Number: 843 697 772 RT 0001

I/We have the authority to bind the Corporation.

DATE OF EXECUTION: 2014-2-7

THE NOMINEE:
LONDON VALLEY IV INC.

Per:

Name:
Title:
I/We have the authority to bind the Corporation.

SCHEDULE "A" – PURCHASER(S) PARTICULARS

Information Concerning Purchaser(s):

1. PURCHASER:

Full Name: HIRONORI KOBAYASHI

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: 413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Home Telephone: 81-776-27-5321 Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: hironori@kobird.co.jp

Country of Birth: JAPAN

The following have been provided to the Vendor:

(✓) Driver's Licence ( ) Passport ( ) Other_____

2. Second or additional person as Purchaser:

Full Name: _____

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: _____

Home Telephone: _____ Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: _____

Country of Birth: _____

The following have been provided to the Vendor:

( ) Driver's Licence ( ) Passport ( ) Other_____

SCHEDULE "B" – PROPERTY and NOMINEE

LEGAL DESCRIPTION OF PROPERTY

Lands and premises located on 6211 Colonel Talbot Road, in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lot 57 WTR As In 753369 Save & Except PT 2 PL 33R-16279, London/Westminster

REGISTERED HOLDER OF LEGAL TITLE TO PROPERTY

LONDON VALLEY IV INC.

Office: 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3

Tel No: 1-905-602-7463

Fax No: 1-905-602-7460

SCHEDULE "C" – CO-OWNERS AGREEMENT

LV IV132-LV IV266-35961

UNIT IDENTIFICATION NO. LV IV132-LV IV266

CO-OWNERS AGREEMENT

LONDON VALLEY IV INC.

THIS CO-OWNERS AGREEMENT is dated the 15TH day of November, 2013.

BETWEEN:

HIRONORI KOBAYASHI,

Identification:DRIVER'S LICENSE (528701029170)

Address:413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

(hereinafter referred to as the "**Purchaser**")

-and-

LONDON VALLEY IV INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Nominee**")

-and-

TSI-LV IV INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Vendor**")

-and-

LV IV CAPITAL MANAGEMENT INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Operator**")

-and-

All other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of this Agreement

(hereinafter collectively referred to as the "**Co-Owners**")

WHEREAS:

1. Pursuant to a Sale and Purchase Agreement, the Vendor has sold to the Purchaser, and the Purchaser has purchased from the Vendor, an undivided beneficial interest in the Property;

2. The Nominee is the registered owner of the Property and has agreed to hold the Property as nominee and bare trustee for and on behalf of the Co-Owners from time to time;

3. Every purchaser of an undivided beneficial interest in the Property, every assignee of such purchaser, and every assignee of each such assignee, is required to execute and deliver a counterpart of this Agreement and shall be bound as a Co-Owner pursuant thereto; and

LV IV132-LV IV266-35961

4. This Agreement sets forth the provisions which govern the Co-Owners' ownership of undivided beneficial interests in the Property and any future sale, financing and/or development with the Property and their respective undivided beneficial interests therein.

NOW THEREFORE in consideration of the payment of the sum of One Dollar ($1.00) and other good and valuable consideration now paid by each party to the other, the receipt of which is hereby acknowledged, and of the premises and the mutual covenants herein contained, the parties hereto hereby covenant and agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall be deemed to have the following meanings:

(a) "**ASPE**" shall have the meaning ascribed thereto in Section 16 of this Agreement;

(b) "**Additional Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(c) "**this Agreement**", "**hereof**", "**herein**," "**hereunder**" and words to like effect, refer to this Co-Owners Agreement as a whole and not to any particular provision, as it may be amended, supplemented and/or restated from time to time;

(d) "**Business Day**" means any day of the week other than a Saturday, Sunday or a day which is a statutory holiday, in Ontario, Canada;

(e) "**Concept Planning Fund**" shall have the meaning ascribed thereto in Section 18 of this Agreement;

(f) "**Co-Owners**" means the owners from time to time of Interests and who have signed a counterpart of this Agreement, and shall include the Purchaser, as well as the Vendor to the extent that it retains any Interest, and "**Co-Owner**" means any of the Co-Owners;

(g) "**Co-Owners Record**" has the meaning ascribed thereto in Section 11 of this Agreement;

(h) "**CRA**" means the Canada Revenue Agency, established pursuant to the *Canada Revenue Agency Act*, S.C. 1999, c. 17, which administers tax laws of Canada, including under the *Income Tax Act*, for the Government of Canada;

(i) "**Declaration of Trust**" means the declaration of trust executed by the Nominee concurrently with the completion by a Co-Owner of the purchase from the Vendor of an Interest and pursuant to which the Nominee declares and confirms that it holds registered title to the Property in trust for and on behalf of such Co-Owner, to the extent of such Co-Owner's respective Interest. For greater certainty, "**Declaration of Trust**" includes the declaration of trust executed by the Nominee upon the completion by a Co-Owner of the Transfer of an Interest to a transferee in accordance with the provisions of this Agreement, and includes the declaration of trust executed by the Nominee in favour of the Vendor at the time of its acquisition of the Property;

(j) "**Designated Person**" shall have the meaning ascribed thereto in Section 10 of this Agreement;

LV IV132-LV IV266-35961

(k) "**Dispute**" shall have the meaning ascribed thereto in Section 31 of this Agreement;

(l) "***Excise Tax Act***" means the *Excise Tax Act* (Canada), as amended from time to time, including the regulations made pursuant thereto;

(m) "**HST**" means the harmonized sales tax payable pursuant to the *Excise Tax Act*, including the Province of Ontario's portion thereof;

(n) "***Income Tax Act***" means the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.), as amended from time to time, including the regulations made pursuant thereto;

(o) "**Initial Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(p) "**Interest**" means the undivided beneficial interest in the Property purchased by a Co-Owner pursuant to a Sale and Purchase Agreement, and includes any undivided beneficial interest in the Property continued to be owned by the Vendor, and "**Interests**" means every Interest;

(q) "***Land Transfer Tax Act***" means the *Land Transfer Tax Act*, R.S.O. c.L.6, as amended;

(r) "**LTT**" means the land transfer tax payable pursuant to the *Land Transfer Tax Act*;

(s) "**Net Income**" shall have the meaning attributed thereto in Section 6(j) of this Agreement;

(t) "**Notice Requisitioning an Ordinary Resolution**" shall have the meaning attributed thereto in Section 8 of this Agreement;

(u) "**Notice Requisitioning a Special Resolution**" shall have the meaning attributed thereto in Section 10 of this Agreement;

(v) "**Offer**" shall have the meaning attributed thereto in Section 19 of this Agreement;

(w) "**Operator**" means LV IV Capital Management Inc., or the Designated Person that may be appointed as the Operator's replacement as determined in accordance with Section 10 of this Agreement;

(x) "**Ordinary Resolution**" means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 51% of the aggregate Interests in the Property;

(y) "**Planning Activities**" means the reports, plans, studies, audits, assessments, investigations, legal proceedings, procedures, filings, submissions, applications and/or any other actions taken or made in respect of or in furtherance of the rezoning of, or other land use planning matters related to, the Property;

(z) "**Property**" means the real property legally described on Schedule "1" annexed hereto;

(aa) "**Retained Interest**" shall have the meaning attributed thereto in Section 23 of this Agreement;

(bb) "**Sale and Purchase Agreement**" means the agreement of sale and purchase, or an agreement substantially in the form of the agreement of sale and purchase, entered into

LV IV132-LV IV266-35961

between the Vendor, as vendor, and each Co-Owner (other than the Vendor), as purchaser, pursuant to which each Co-Owner agreed to acquire its respective Interest in the Property. **"Sale and Purchase Agreements"** means every Sale and Purchase Agreement;

(cc) **"Special Resolution"** means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 85% of the aggregate Interests in the Property;

(dd) **"Transfer"** shall have the meaning ascribed thereto in Section 11 of this Agreement; and

(ee) **"Vendor"** means TSI-LV IV International Canada Inc.

2. INTERPRETATION

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) the division of this Agreement into Articles, paragraphs, subparagraphs and schedules and the insertion of headings are provided for convenience only and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;

(b) all references to currency herein are references in Canadian dollars;

(c) any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto;

(d) any reference to an entity shall include and shall be deemed to be a reference to any entity that is a successor to such entity;

(e) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

3. TITLE

Legal title to the Property shall be held in the name of the Nominee, which shall hold such title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Vendor, to the extent of its Retained Interest, if any.)

4. MAILING ADDRESSES

The mailing address of the Nominee, the Vendor and the Operator shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee, the Vendor and/or the Operator may change its mailing address from time to time by giving notice in writing to that effect to all Co-Owners, pursuant to the notice provisions contained in this Agreement.

5. REPRESENTATIONS AND WARRANTIES OF THE NOMINEE AND OPERATOR

(a) The Nominee represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite power, capacity and corporate authority to act as nominee and to perform its obligations under this Agreement;

(iii) it shall not carry on any business other than for the purposes set forth in this Agreement;

(iv) it holds and shall continue to hold legal title to the Property as nominee and bare trustee for and on behalf of each Co-Owner to the extent of each Co-Owner's Interest; and

(v) it shall only deal with the Property in the manner and as provided for in this Agreement.

(b) The Operator represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite capacity and corporate authority to act as Operator, and to perform its obligations under this Agreement; and

(iii) it shall comply with its obligations as provided for in this Agreement.

6. OPERATION AND MANAGEMENT OF THE PROPERTY

The Co-Owners hereby appoint the Operator and the Operator hereby accepts the appointment as the operator and manager of the Property and agrees to undertake such Planning Activities as the Operator may determine in its discretion, acting reasonably, are required to rezone the Property to such use or uses as the Operator shall determine, acting reasonably, and in the best interest of the Co-Owners. The Operator agrees to carry out such Planning Activities and to operate and manage the Property in good faith and in the best interest of the Co-Owners. The Operator agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and to proceed diligently to make all necessary applications to rezone the Property to such use or uses as the Operator shall determine, in its reasonable discretion, and to use its reasonable commercial efforts, at the cost and expense of the Co-Owners, with such costs to be defrayed out of the Concept Planning Fund initially, to obtain all necessary approvals and consents from applicable governmental authorities in connection therewith. Subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have such general powers and authority to administer, manage, control, operate, finance, refinance, develop, lease, grant easements and other rights in, under and over, the Property and to do any act, take any proceeding, make any decision and execute and deliver any instrument, deed, agreement, affidavit or document necessary for or incidental to any of the foregoing, for and on behalf and in the name of the Co-Owners, or as the Co-Owners may so direct by Special Resolution. No person dealing with the Operator

LV IV132-LV IV266-35961

will be required to enquire into the authority of the Operator to do any act, take any proceeding, make any decision or execute and deliver any instrument, deed, agreement or document for or on behalf or in the name of the Co-Owners.

Without limiting the generality of the foregoing provisions of this Section 6, but subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have the following specific powers and authorities without further authority or approval from the Co-Owners:

(a) to engage such professional advisers and consultants as the Operator considers advisable in order to perform its duties hereunder;

(b) to open and operate one or more bank accounts in its name, as agent for the Co-Owners in respect of the Property with a Canadian chartered bank or trust company, into which the Operator may deposit all rentals, if any, and other income earned from the Property (if any) (which for greater certainty shall not include the Concept Planning Fund), and out of which account(s) all expenses properly relating to the Property shall be paid, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of such funds to cover all such expenses;

(c) to execute, deliver and carry out all other agreements which require execution by or on behalf of the Co-Owners with respect to the Property, including without limitation, any agreements required by any governmental or statutory authority having jurisdiction over or with respect to the Property, development agreements, site plan agreements, cost sharing agreements, easements and rights of way;

(d) to enter into lease and/or tenancy arrangements in respect of the Property or any part thereof and to collect all rentals and other income therefrom, if any, provided that nothing herein shall constitute a guarantee by the Operator of the payment of any rent by tenants;

(e) to pay all taxes, fees and other expenses relating to the orderly maintenance and management of the Property out of the Concept Planning Fund, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of funds to cover all such expenses;

(f) to commence or to defend on behalf of the Co-Owners, the Nominee, or itself, any and all actions and other proceedings pertaining to the Property or to the Co-Owners;

(g) to determine the amount and type of insurance coverage, if any, to be maintained in order to protect the Property and the Co-Owners from all usual perils of the type covered in respect of comparable properties and in order to comply with the requirements of any lenders of funds;

(h) to retain, employ and pay and discharge on behalf of the Co-Owners all servants, employees, advisors, consultants and/or contractors necessary to be retained for the management and operation of the Property, including, without limitation, for matters relating to its rezoning and development;

(i) to contract on behalf of the Co-Owners for water, gas, electricity and other utility services and commodities, including cable and telephone services necessary for the development, operation and maintenance of the Property; and

LV IV132-LV IV266-35961

(j) to distribute the Net Income from the ownership, operation, use, financing, refinancing, and/or sale of the Property (if any) to each Co-Owner, proportionate to its respective Interest. For the purposes of this Agreement, "**Net Income**" shall mean the gross receipts (which, for greater certainty, shall not include the Concept Planning Fund) derived in any way from dealing with the Property, received by or on behalf of the Co-Owners from the ownership, operation, use, leasing, financing, refinancing, sale of, and/or development and/or any other dealing with of the Property, minus the aggregate of all proper expenses and charges incurred in connection therewith, calculated on an accrual basis, including:

(i) payment of principal and interest owing to mortgagees or other encumbrancers, or other lenders;

(ii) realty taxes, property tax assessments, charges or levies made by any duly constituted governmental or statutory authority, due and owing and secured by a right or apparent right to claim a lien or charge upon the Interests, or any of them, or the Property, and money due and owing from improvements to the Property secured by a lien or charge in favour of materialmen or workmen or trade contractors or other like persons or corporations upon the Interests, or any of them, or the Property;

(iii) all costs and expenses of any sale, financing or refinancing;

(iv) all development costs and expenses;

(v) all costs and expenses of operating, maintaining, leasing, managing, using, and/or developing the Property, and the costs and expenses of repair;

(vi) lighting, electricity and public utilities costs and expenses;

(vii) professional fees reasonably attributed to the Property, its operation, use, financing, refinancing, sale and/or development;

(viii) all other costs, expenses or disbursements which are properly attributable to the Property, except payments to the Co-Owners on account of capital or distribution of Net Income; and

(ix) reserves in such amount as deemed appropriate by the Operator from time to time, including without limitation for the purposes of replacement of major equipment, major renovations and repairs, leasehold improvements, marketing costs and any other reserves normally required for the prudent operation, use, financing, refinancing, sale and/or development of a like property.

Each Co-Owner shall have a proportionate beneficial interest in all of the gross cash receipts derived from the Property and shall be responsible for its proportionate share of the expenses and charges incurred in connection with the Property, in each case proportionate to its respective Interest. Each Co-Owner hereby irrevocably directs the Operator to pay its proportionate share of such expenses and charges out of its proportionate share of such gross cash receipts, as well as out of the Concept Planning Fund.

Each Co-Owner hereby confirms and acknowledges that neither the Operator nor any of its officers, directors, employees, advisors, consultants, agents or representatives has made any warranty or representation, or given any advice:

LV IV132-LV IV266-35961

(k) as to or in respect of the tax treatment of the purchase, disposition or holding of the Interest by a Co-Owner; or

(l) as to the timing of the rezoning or sale or development of the Property or the returns attainable by the Co-Owners upon a sale or lease of or other dealing with the Property.

Each Co-Owners acknowledges that he has been advised to seek his own independent legal and tax counsel prior to entering into a Sale and Purchase Agreement and this Agreement.

7. AUTHORITY TO WITHHOLD

The Operator is authorized to withhold any amounts required to be withheld from any distribution or other payment to a Co-Owner pursuant to the provisions of the *Income Tax Act* and to make payment of any such amount on behalf of a Co-Owner to the CRA, on account of taxes as may be required by law.

8. POWERS EXERCISABLE BY ORDINARY RESOLUTION

Notwithstanding anything to the contrary contained in this Agreement, the following powers shall only be exercisable by the Operator after an Ordinary Resolution is passed by the Co-Owners:

(a) approving the sale or exchange of all or any part of the Property (other than the sale of Interests by the Operator pursuant to Sale and Purchase Agreements);

(b) approving a proposal or plan to develop the Property;

(c) subject to Section 17, consenting to the amendment of this Agreement, provided that, no amendment to this Agreement shall impose or increase any financial or other obligations upon any of the Nominee of the Operator, or in any way adversely affect the Nominee or the Operator, without the prior written approval of the Nominee or the Operator, as the case may be;

(d) approving or ratifying the making of an Additional Advance by the Operator, in accordance with Section 18; or

(e) requiring that the financial statements for the Property be audited.

Other than a matter which under the terms of this Agreement requires a Special Resolution, the Operator may at any time and from time to time by notice in writing to all Co-Owners substantially in the form annexed hereto as Schedule "2" (the "**Notice Requisitioning an Ordinary Resolution**") request the Co-Owners to consider and approve any matter relating to the Property not requiring a Special Resolution. The Notice Requisitioning an Ordinary Resolution shall specify with reasonable detail the matter to be approved by the Co-Owners.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution. If the Operator fails to deliver such Notice Requisitioning an Ordinary Resolution within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or a group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the

LV IV132-LV IV266-35961

Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution which the Operator failed to deliver within the time provided in this Section 8 for the Operator to do so.

9. POWERS EXERCISABLE BY SPECIAL RESOLUTION

The following powers shall only be exercisable by Special Resolution passed by the Co-Owners:

(a) terminating the appointment of the Operator and appointing a new Operator from time to time, in accordance with the provisions of Section 10;

(b) instituting or continuing an action or suit against the Operator for damages based upon the fraud or gross negligence of the Operator in the performance of its obligations under this Agreement;

(c) requiring the Operator to remove the incumbent independent firm of chartered accountants qualified in Canada appointed pursuant to Section 16 and requiring the Operator to appoint a replacement; or

(d) apppointing a replacement for the Nominee in the event that the Nominee should be wound up or dissolved or be declared a bankrupt, such replacement to hold legal title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Operator if it retains any Retained Interest.)

10. CONTROL AND AUTHORITY VESTS WITH CO-OWNERS

The Co-Owners may by Special Resolution terminate and remove the Operator (in its capacity as Operator and not as a Co-Owner)and appoint a new Operator in its place and stead. Such new Operator shall be bound by all of the terms of this Agreement and shall execute an agreement confirming that it is bound under this Agreement as if it was an original signatory thereto.

Upon termination, the Operator terminated shall forthwith upon request of the person designated in the Special Resolution as the replacement Operator (the "**Designated Person**") do the following:

(a) deliver all agreements, documents, instruments, books and records and writings relating to the Property in its possession to the Designated Person, including, without limitation, the Co-Owners Record;

(b) execute and deliver such consents, acknowledgements and assignments pertaining to the Property and any Planning Activities as the Designated Person may require;

(c) cause its representatives on the board of directors of the Nominee to execute resignations as directors and officers forthwith after being required to do so by the Designated Person, provided the Nominee shall continue to indemnify such directors and officers in accordance with its by-laws in existence at the date hereof;

(d) execute and deliver a release in form and content satisfactory to the Designated Person, acting reasonably, releasing the Nominee and the Co-Owners from any liability, provided that: (i) the release by the Operator shall not release the Co-Owners from their obligation to continue to indemnify the Operator pursuant to Section 21 hereof; and (ii) the

LV IV132-LV IV266-35961

Operator receives a release in form and content satisfactory to the Operator, acting reasonably, executed by the Nominee and by the Designated Person for and on behalf of itself and each of the Co-Owners, releasing the Operator from any liability, and the Co-Owners expressly acknowledge and agree that the Designated Person shall have the power and authority to deliver such release, without any further approval or authorization required from the Co-Owners;

(e) do all things necessary and execute all necessary documents to effect the change of shareholders of the Nominee as directed by the Designated Person; and

(f) otherwise co-operate and assist to carrying out and giving effect to each of the actions set out in Section 10(a), (b), (c), (d) and (e) above.

The Operator may at any time and from time to time by notice in writing, substantially in the form annexed hereto as Schedule "3" (the "**Notice Requisitioning a Special Resolution**") to all Co-Owners, request the Co-Owners to consider and approve any matter relating to the Property requiring a Special Resolution pursuant to the terms of this Agreement. The Notice Requisitioning a Special Resolution shall specify with reasonable detail the matter to be considered and approved by Special Resolution.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning a Special Resolution with respect to any matter relating to the Property, including any matter requiring a Special Resolution pursuant to this Agreement. If the Operator fails to deliver such Notice Requisitioning a Special Meeting within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the Notice Requisitioning a Special Resolution which the Operator failed to deliver within the time provided in this Section 10 for the Operator to do so.

11. CO-OWNERS RECORD AND TRANSFERS OF INTEREST

The Operator shall record and at all times maintain and keep up to date a record of the names, addresses and other contact information for the Co-Owners, and the Interest held by each of the Co-Owners as well as particulars of any Transfer of Interests (collectively, the "**Co-Owners Record**").

No Co-Owner shall sell, transfer, assign, mortgage, pledge, grant a security interest or otherwise encumber or dispose of its Interest in the Property (each, a "**Transfer**"), except in compliance with any applicable requirements of the *Securities Act* (Ontario) and any other applicable legislation and otherwise in accordance with the provisions of this Agreement, if and to the extent required.

A Co-Owner may Transfer an Interest or part thereof provided that such Co-Owner complies and satisfies each of the following conditions:

(a) the transferor first delivers to the Operator an original or notarial copy of the executed document or instrument effecting the Transfer which shall be in such form as may be acceptable to the Operator, acting reasonably;

(b) the transferee agrees in writing and in such form as may be acceptable to the Operator, to be bound by the terms of this Agreement and upon completion of the Transfer to

LV IV132-LV IV266-35961

assume the obligations of the transferor under this Agreement in respect of the Interest subject to the Transfer;

(c) the transferor delivers or causes to be delivered to the Operator a direction addressed to both the Nominee and the Operator, in form and substance satisfactory to the Operator and the Nominee, directing the Nominee to execute and deliver a Declaration of Trust for the Interest subject to the Transfer in favour of the transferee;

(d) the transferee pays such costs, expenses and disbursements, including legal fees, as are reasonably incurred by the Operator by reason of the Transfer;

(e) the transferee pays all applicable HST pursuant to the *Excise Tax Act*, and all applicable LTT pursuant to the *Land Transfer Tax Act*, and makes or causes to be made any and all necessary filings, payments and remittances within the time periods required therefor under the provisions of the *Excise Tax Act* and the *Land Transfer Tax Act* and the respective regulations thereunder;

(f) the transferor either provides the transferee with evidence reasonably satisfactory to the transferee that the transferring Co-Owner is not then a "non-resident" of Canada within the meaning of the *Income Tax Act* or provide the transferee with a certificate pursuant to subsection 116(2) of the *Income Tax Act* with a certificate limit in an amount not less than the purchase price for the Interest subject to the Transfer; provided that if such evidence or certificate is not forthcoming, the transferee shall be entitled to make the payment of tax required under section 116 of the *Income Tax Act* and to deduct such payment from the purchase price for the Interest subject to the Transfer;

(g) the transferee executes and delivers to the Operator a counterpart of the Agreement; and

(h) the transferor provides such other documents, agreements, acknowledgements and confirmations as may be required by the Operator or by law (including compliance by the transferring Co-Owner with the provisions of the *Securities Act* (Ontario) if and to the extent applicable).

When a transferee of an Interest is entitled to become a Co-Owner pursuant to the provisions hereof, the Operator will:

(i) record a Transfer of the Interest; and

(j) forward a Declaration of Trust to the transferee in respect of the Interest so transferred.

For the avoidance of doubt, a Transfer by Co-Owner may include a transfer into trust, in which case the terms "sale and purchase agreement", "Purchaser", "purchase", "purchased", and "sale", wherever such terms appear in this Agreement, shall be read so as to recognize that such Transfer is not a purchase and sale transaction between a Co-Owner and a purchaser but a transaction in the nature of a transfer into trust by the transferring Co-Owner to a trustee. Nothing in this Section 11 shall be construed to affect the provisions of Section 12 of this Agreement.

12. OPERATOR NOT BOUND TO SEE TO TRUST OR EQUITY

Other than pursuant to the terms of the Declaration of Trust, the Operator shall not be bound to see to the execution of any trust, express, implied or constructive, or any charge, pledge or equity to which any Interest is subject, or to ascertain or inquire whether any sale or transfer of any such Interest by any Co-Owner or by his personal representatives is authorized by such trust, charge, pledge or equity, or to recognize any person having any interest therein except for the person or persons recorded by the Operator as the Co-Owner.

LV IV132-LV IV266-35961

13. INCAPACITY, DEATH, INSOLVENCY OR BANKRUPTCY

Where a person becomes entitled to an Interest by incapacity, death, insolvency or bankruptcy of a Co-Owner or otherwise by operation of law, in addition to the requirements of Section 11 hereof, that person will not be recorded as or become a Co-Owner until:

(a) he produces evidence satisfactory to the Operator of such entitlement; and

(b) he has delivered such other evidence, approvals and consents in respect of such entitlement as the Operator may require and as may be required by applicable law or by this Agreement.

14. DECLARATIONS OF TRUST

A separate Declaration of Trust shall be executed and delivered by the Nominee to each Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of a Co-Owner to the extent of the Co-Owner's Interest. Provided that the Transfer of an Interest has been effected in accordance with the provisions of Section 11 of this Agreement, a separate Declaration of Trust shall be executed and delivered by the Nominee to each transferee Co-Owner of an Interest from a transferring Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of the transferee Co-Owner to the extent of such Co-Owner's Interest.

15. LOST DECLARATIONS OF TRUST

Where a Co-Owner by notice in writing advises the Operator that the Declaration of Trust with respect to such Co-Owner's Interest has been defaced, lost or destroyed or wrongly taken, the Operator may cause a new Declaration of Trust to be issued, provided that the Co-Owner files with the Operator an indemnity in such form as is satisfactory to the Operator to indemnify the Operator, the Nominee and the other Co-Owners from any loss, cost, liability or damages that it or they may incur or suffer by complying with the request to issue a new Declaration of Trust, and provided further that the Co-Owner satisfies all other reasonable requirements of the Operator, including delivery of a form of proof of loss.

16. BOOKS AND RECORDS AND FINANCIAL REPORTS

The Operator will keep or cause to be kept on behalf of the Co-Owners at the Operator's principal place of business in Ontario:

(a) full and accurate books of account and records of all financial transactions relating to the Property including, without limitations, the receipts and expenditures relating to the Property and the Concept Planning Fund;

(b) the Co-Owners Record setting out the name and address of each Co-Owner; and

(c) copies this Agreement and all counterparts.

At any time upon 10 Business Days written notice to the Operator a Co-Owner may request the Operator to examine any of the documents noted in clauses (a) and (b) above at the office of the Operator and may take copies thereof provided that such requesting Co-Owner pays the reasonable cost to the Operator for making such copies, provided further that any such requesting Co-Owner shall have first provided an affidavit and undertaking, in form and substance satisfactory to the Operator, acting reasonably, duly sworn before a notary public or other individual authorized to administer oaths in the jurisdiction of residence of the

LV IV132-LV IV266-35961

Purchaser, stating: (aa) the name and address of such requesting Co-Owner, and that the Co-Owner is a Co-Owner; (bb) that the Co-Owners Record shall not be used by the requesting Co-Owner or any other person except in connection with a *bona fide* effort to influence the voting by Co-Owners on an Ordinary Resolution or a Special Resolution; (ccc) that the information so provided is subject to applicable privacy rules and regulations; (ddd) that none of the information provided pursuant to clause (a) above shall be disclosed by or on behalf of the requesting Co-Owner to any person who is not a Co-Owner, that such information is proprietary to the Operator and the Co-Owners, and that its disclosure could cause irreparable harm to the other Co-Owners and the Operator; (eee) that the requesting Co-Owner will not, directly or indirectly, offer for sale or purchase, or otherwise traffic in, a list or copy of a list of the Co-Owners or any information contained in the Co-Owners Record; (fff) the requesting Co-Owner acknowledges and agrees that in the event of a breach of any of the covenants, provisions and restrictions in affidavit, the Co-Owners' and Operator's remedy in the form of monetary damages may be inadequate and that the Operator, for itself and on behalf of the other Co-Owners, shall be authorized and entitled, in addition to all other rights and remedies available to it and them, to apply for and obtain from any court of competent jurisdiction interim and permanent injunctive relief and an accounting of all profits and benefits arising out of such breach; and (ggg) that the requesting Co-Owner shall indemnify and hold harmless the Operator and the Nominee and the other Co-Owners from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee or the other Co-Owners by reason of any breach by such requesting Co-Owner of any of the covenants, provisions and restrictions contained in the affidavit.

The Operator shall provide or cause to be provided to each Co-Owner not later than 120 days after the end of each calendar year, financial statements showing the financial results for the Property for such calendar year. The Operator shall retain, at the expense of the Co-Owners, an independent firm of chartered accountants qualified in Canada to prepare such financial statements. Such financial statements shall contain a balance sheet, and a statement of cash flows and shall be prepared in accordance with Canadian accounting standards for private enterprises ("**ASPE**") applicable to the real estate industry in Canada and applied on a consistent basis from year to year. The financial statements shall not be required to be audited unless the Co-Owners by Ordinary Resolution require audited financial statements. For greater certainty, the funds in the Concept Planning Fund are hereby recognized as being the funds of the Operator, not of the Co-Owners.

17. AMENDMENT OF AGREEMENT

This Agreement may be amended in writing on the initiative of the Operator with the consent of the Co-Owners given by Ordinary Resolution. Notwithstanding the foregoing, the Operator may, without any prior notice to or consent from the Co-Owners amend any provision of this Agreement from time to time:

(a) to cure an ambiguity or to correct or supplement any provision contained herein which, in the reasonable opinion of the Operator, may be defective or inconsistent with any other provision contained herein, and with respect to which the cure, correction or supplemental provision does not and will not adversely affect the Interests of the Co-Owners; or

(b) to make such other provisions in regard to matters or issues relating to or arising under this Agreement which, in the reasonable opinion of the Operator, do not and will not adversely affect the Interests of the Co-Owners.

LV IV132-LV IV266-35961

The Operator agrees to inform the Co-Owners by written notice within 60 days following the effective date of an amendment to this Agreement and provide copies of the amending agreement within the said 60 days.

18. PLANNING ACTIVITIES AND CONCEPT PLANNING FUND

As agent for the Vendor, the Operator shall deposit an amount equivalent to the Concept Planning Fund Contribution (as such term is defined in each Sale and Purchase Agreement) received by the Vendor under every completed Sale and Purchase Agreement into a single, segregated account (the "**Concept Planning Fund**") to be in the name of the Operator and to be used by the Operator solely for the purpose of paying the costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities, and those costs and expenses enumerated in Section 6(j) of this Agreement.

The Concept Planning Fund is intended to be a deposit account. Each Co-Owner's respective proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Co-Owner following completion of the sale of the Property. Each Co-Owner's share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of this Agreement) will be paid by the Co-Owner and deducted from his proportionate share of any sale proceeds receivable by him, if and when the Property is sold or otherwise disposed of. Each Co-Owner hereby irrevocably authorizes and directs the Operator to withhold from his proportionate share of any amounts otherwise receivable by it under this Agreement the amount of any such shortfall, and to pay such amount to the Operator.

The Operator shall keep proper and accurate records and details of all expenses paid out of the Concept Planning Fund, and at the request of the Vendor, provide access to the Vendor's representatives to such records and details of expenses to permit the Vendor to satisfy itself that such expenses were paid in accordance with the provisions of this Agreement.

The Operator shall prepare, perform and take or cause to be prepared, performed and taken all Planning Activities as it determines in its reasonable discretion are necessary for and on behalf of the Co-Owners including, without limitation, the following:

(a) surveys and concept plans in connection with the rezoning of the Property;

(b) in the reasonble discretion of the Operator, engage all consultants and professionals including, without limitation, legal counsel with respect to rezoning of the Property or any other Planning Activities;

(c) enter into or request the Nominee to enter into and deliver any documents, consent, acknowledgements or agreements including, without limitation, easements, rights in the nature of an easement, transfers, undertakings, applications, appeals and/or any other similar or related agreements or documents which may be required in the reasonable discretion of the Operator in connection with the Planning Activities;

(d) pay for all costs and expenses associated with Planning Activities, municipal property taxes and the cost of maintaining the Property, out of the Concept Planning Fund, and if insufficient, out of additional funds provided by the Co-Owners; and

(e) keep detailed records and accounts for or pertaining to the Planning Activities.

If the amount set aside in the Concept Planning Fund is not sufficient to defray all costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities and those costs and expenses enumerated in Section 6(j) of this Agreement, the Operator, in the exercise of its absolute discretion, and without the approval of the Co-Owners, may advance to the Co-Owners an amount or amounts on account of such shortfall to a maximum of 5% of the aggregate purchase prices paid by all Co-Owners for their respective Interests(collectively, the "**Initial Advance**"). The Initial Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance made to the Co-Owners out of the proceeds of the sale of the Property.

If the cost of Planning Activities exceeds the combination of the Concept Planning Fund and the Initial Advance, the Operator, as it deems necessary in the exercise of its absolute discretion but subject to the approval of the Co-Owners by way of an Ordinary Resolution, may advance to the Co-Owners additional amounts as may be required for such purposes (collectively, the "**Additional Advance**"). The Additional Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, after repayment of the Initial Advance, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance and the Additional Advance made to the Co-Owners out of the proceeds of the sale of the Property.

19. SALE OF THE PROPERTY

Any offer to purchase the Property received by the Operator or the Nominee, which the Operator deems acceptable (the "**Offer**") shall be presented to all of the Co-Owners for consideration and if approved by an Ordinary Resolution such Offer shall be accepted by the Nominee and such acceptance shall be binding upon all of the Co-Owners. Any sale of the Property by the Nominee resulting from an Offer the acceptance of which was approved by an Ordinary Resolution of the Co-Owners shall be deemed to include the sale by the Co-Owners of the Interests.

The Co-Owners hereby agree that Operator shall have the right, exercisable by notice in writing to the Co-Owners within 30 days after the Co-Owners have passed an Ordinary Resolution to accept the Offer, to purchase the Property at the same price and on the same terms and conditions as are contained in the Offer approved by Ordinary Resolution of the Co-Owners.

If the Operator fails to provide the notice exercising its right to purchase the Property on the same terms and conditions as are contained in the Offer within the said 30 days, then the Nominee shall accept the Offer and complete the transaction with the party that made the Offer the acceptance of which was approved by Ordinary Resolution of the Co-Owners.

20. HST AND LTT

Each of the Co-Owners hereby authorizes the Operator to make any and all filings, payments and/or remittances for HST with respect to the purchase by each Co-Owner of his respective Interest and any other payments of HST applicable to the services provided to the Nominee or in respect of the Property or the Interest of a Co-Owner.

Each Co-Owners hereby authorizes the Operator to carry out any HST reporting or filing obligations that are required in respect of the Interests or the Property. Such authority shall

LV IV132-LV IV266-35961

include the execution of any documents that have to be or which may be advisable to be executed under the *Excise Tax Act*. The Operator shall to the extent required under the *Excise Tax Act* make and satisfy all filing and reporting obligations of a Co-Owner with respect to the Interest of the Co-Owner and shall provide each Co-Owner with copies of such filings and reports.

Each of the Co-Owners hereby authorizes the Operator to make any and all filings payments and/or remittances, from funds provided by the Co-Owner, relating to LTT arising from the purchase by each Co-Owner from the Vendor of his respective Interest in the Property. For greater certainty, each of the Co-Owners hereby authorizes the Operator on behalf of the Co-Owner and with the Co-Owner's funds to make any and all payments, remittances and filings under the provisions of the *Land Transfer Tax Act* relating to LTT and within the time period required therefor under the *Land Transfer Tax Act*, arising from the acquisition and/or ownership of the Interest. The Operator shall provide each Co-Owner with copies of such filings and evidence of the payments and remittances upon the written request of a Co-Owner.

21. POWER OF ATTORNEY

Each Co-Owner hereby nominates, constitutes and appoints each of the Operator and the Nominee, acting alone or together, with full power of substitution, as his true and lawful attorney and agent with full power and authority in his name, place and stead, for his use and benefit, to do the following, as fully and effectually as the Co-Owner could do if personally performed including, without limitation:

(a) execute and deliver all such documents or instruments on behalf of and in the name of the Co-Owners, or any of them, as may be deemed necessary by the Operator to carry out fully the provisions of this Agreement in accordance with its terms;

(b) execute, swear to, acknowledge, deliver, file and/or remit to or with the Ministry of Finance (Ontario) pursuant to the *Land Transfer Tax Act*, as amended, all necessary returns and payment or remittances in connection with the acquisition by the Co-Owners of their respective Interests in the Property;

(c) execute, acknowledge, deliver and file and/or remit to or with the CRA, all necessary instruments, declarations, certificates and other documents, and remittances relating to HST;

(d) execute, acknowledge, deliver and file as and where required any election made pursuant to subsection 273(1) of the *Excise Tax Act* as contemplated in each Purchase Agreement;

(e) execute and deliver all conveyances, agreements, documents and other instruments pertaining to the sale, development, redevelopment, financing, refinancing or leasing of the Property as the Operator determines in its sole discretion is in the best interests of the Co-Owners, and as permitted by this Agreement or authorized by Ordinary Resolution or Special Resolution of the Co-Owners; and

(f) execute, acknowledge, deliver and file any and all CRA non-resident personal income tax returns.

Each Co-Owner acknowledges and confirms that the power of attorney granted herein is made pursuant to the *Powers of Attorney Act* (Ontario) and is a power coupled with an interest, will survive the death, disability or other legal incapacity of the Co-Owner and will survive the assignment (to the extent of the Co-Owner's obligations hereunder) by the Co-Owner of the whole or any part of his Interest and extends to the heirs, executors, administrators, successors

LV IV132-LV IV266-35961

and assigns of the Co-Owner and may be exercised by the Operator or the Nominee, acting alone or together, executing on behalf of the Co-Owners, or any of them, any instrument, by listing all of the Co-Owners to be bound by such instrument with a single signature as attorney and agent for all of them, or otherwise. Each of the Co-Owners agrees to be bound by any representations and actions made or taken in good faith and in accordance with the terms of this Agreement by the Nominee and/or the Operator pursuant to such power of attorney in accordance with the terms hereof and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the Nominee or the Operator taken in good faith under such power of attorney. The Operator shall, at the written request of a Co-Owner, provide such Co-Owner with copies of any of the documents or instruments executed, sworn, delivered, acknowledged or remitted by the Operator for and on behalf of that Co-Owner only under the power of attorney provided for in this Section 21.

22. INDEMNIFICATION

Each of the Co-Owners hereby agrees, severally and not jointly or jointly and severally, to indemnify and hold harmless the Operator and the Nominee from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee, or by any one or more attorneys appointed by it or them under the power to substitute pursuant to the power of attorney provision contained in Section 21 above, by reason of acts, omissions or alleged acts or omissions arising out of the activities of the Operator or the Nominee on behalf of the Co-Owners or in furtherance of the Interests of the Co-Owners but only if the acts, omissions or the alleged acts or omissions in respect of which any actual or threatened action, proceeding or claim are based, were performed in good faith and in accordance with the Agreement.

23. VENDOR'S RIGHT TO RETAIN AN INTEREST

The Co-Owners acknowledge and agree that the Vendor has the right, but not the obligation, to retain an undivided beneficial Interest in the Property (a "**Retained Interest**"), to whatever extent it wishes, and the Vendor to the extent of any such Retained Interest shall for the purposes of this Agreement be a Co-Owner and be deemed to be bound by this Agreement. The Vendor may at any time and from time to time Transfer and assign all or any part of such Retained Interest to any person or persons it deems appropriate and upon such Transfer or assignment, the assignee or transferee thereof shall execute a counterpart of this Agreement and shall be a Co-Owner to the extent of the Retained Interest so transferred or assigned.

24. COMPETING INTERESTS

Each of the Co-Owners and the Operator is entitled, without the consent of any of the others of them, to own property and to carry on any business or activity whatsoever, whether of the same or different nature as that owned by or carried on by any of them, and whether or not in competition with the Interests, the Property or any activity carried on by any of them, and neither any Co-Owner nor the Operator shall be liable to account to any of the other of them.

25. NOTICES

Any notice or communication required or permitted to be given to the Nominee, the Vendor, the Operator or the Co-Owners hereunder shall be in writing and shall be given by delivery or by mailing to same to be addressed as follows:

(a) To the Nominee, the Vendor or the Operator, at its respective mailing address provided in Section 4 above.

LV IV132-LV IV266-35961

(b) To each Co-Owner at his last address shown on the Co-Owners Record maintained by the Operator.

Any notice or communication delivered as aforesaid shall be in the English language but may be accompanied by an unofficial translation and shall be deemed to have been given to the addressee on the day of delivery, if delivered by courier or, if mailed as aforesaid, shall be deemed to have been given to the addressee on the 10th Business Day following the mailing of such notice, provided that, for such purposes, no day during which there shall be a strike or other occurrence which shall interfere with normal mail services shall be considered a Business Day. If delivery of any notice or communication is made via fax, delivery shall be deemed to have been made on the day following the sending of the fax unless such day is not a Business Day, in which case delivery shall be deemed to have been made on the next Business Day.

26. FURTHER ACTS

The parties hereto agree to execute and deliver such further and other documents and to perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

27. BINDING EFFECT

Subject to the restrictions on Transfers herein contained, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and permitted assigns.

28. SEVERABILITY

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts, by original or facsimile signature, with the same affect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same agreement.

30. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, in the Country of Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

31. DISPUTE RESOLUTION

Any disputes, claims, disagreements, differences, (including, without limitation, interpretation, performance and enforcement) (collectively the "**Dispute**") that may arise between the Co-Owners or any of them and/or the Operator and/or the Nominee relating in any manner to this Agreement, the Property, or the Interests or any of them, shall attempted to be resolved by mediation and if such mediation is not successful, then by arbitration.

LV IV132-LV IV266-35961

Upon written demand of the Nominee, the Operator or the Co-Owners or any them and within 10 days after such demand, the parties shall attempt to appoint a mediator. If within such period of time they are unable to agree on a mediator, the Dispute shall be resolved by arbitration. If the parties to the Dispute are unable to agree upon a single arbitrator within 10 days after a demand has been made by any party to the Dispute to appoint a single arbitrator then, any party to the Dispute may apply, to a Justice of the Superior Court of Justice sitting in the City of Toronto, in the Province of Ontario, Canada for the appointment of an arbitrator.

The arbitration shall proceed in accordance with the provisions of the *Arbitration Act*, 1991 (Ontario) and any amendments or successor legislation thereto, which provisions shall apply *mutatis mutandis*. The arbitrator shall have the power to determine the procedure for the arbitration and to deliver his or her award notwithstanding the default by any party in respect of any procedural order made by the arbitrator.

The arbitrator shall proceed immediately to hear and determine the Dispute. The award of the arbitrator shall be made within 30 days after the appointment of the arbitrator, subject to any reasonable delay due to unforeseen circumstances. The award of the arbitrator shall be in writing and signed by the arbitrator, and shall be final and binding on the parties to the Dispute, not subject to any appeal, and the parties to the Dispute shall abide by the award and perform the terms and conditions thereof. The arbitration award shall deal with the costs of arbitration and all matters related thereto including the arbitrator's fees and expenses. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Unless otherwise mutually agreed, any mediation or arbitration of a Dispute shall take place in the Municipality of Metropolitan Toronto, in the Province of Ontario, in the Country of Canada.

32. NO INTENTION TO CREATE A PARTNERSHIP

The Co-Owners acknowledge, agree and declare that the entering into of this Agreement does not, and is not intended to, create a partnership, for any purpose. The Co-Owners further agree that nothing herein is to be construed as a limitation of the powers or rights of any Co-Owner to carry on its separate respective activities. Except for the Operator as contemplated in this Agreement, none of the Co-Owners shall have the right to bind any of the other Co-Owners, transact any business in any of the other Co-Owners names or on their behalf or incur any liability for or on behalf of any of the other Co-Owners. The Co-Owners agree that they shall each report their income or loss arising from the ownership of their Interests, for both accounting and income tax purposes, and to the applicable taxing authorities, as co-venture parties independent of one another, and not as partners in a partnership.

33. NO RIGHT TO PARTITION, ETC.

Each of the Co-Owners, by becoming a party to this Agreement, agrees and will be deemed to have agreed that he will not seek any remedy or right for the termination of this Agreement which would otherwise be available at law or in equity or for the termination of the co-ownership of the Property or which would otherwise be available pursuant to the *Partition Act*, R.S.O. 1980, c. 369,) and any amendments or successor legislation thereto, and each such Co-Owner shall be forever estopped from asserting otherwise and from seeking such remedy or right. In the event of any breach of the provisions of this Section 33 by a Co-Owner, the other Co-Owners and the Operator shall, in addition to all rights and remedies at law or in equity to which it is or they are otherwise entitled, be entitled to a decree or order

LV IV132-LV IV266-35961

perpetually restraining and enjoining such partition, application, action or other proceeding, and the first-mentioned Co-Owner shall not plead in defence thereto that there would be an adequate remedy at law, it being acknowledged by all the parties hereto that the injury and damages flowing from any such breach would be impossible to measure monetarily.

34. TIME

Time shall be of the essence of this Agreement.

35. REFERENCE DATE

This Agreement is dated for reference as of the 15TH day of November, 2013.

IN WITNESS WHEREOF this Agreement is executed with effect as of the day and year first above written.

EXECUTED this 10TH day of JANUARY 2014 with effect as of the day and year first above written.

CO-OWNER

WITNESS

SIGNATURE OF WITNESS

Signature of Witness

Print: CHIAKI HAYASHI

SIGNATURE OF CO-OWNER

Signature of Co-Owner

Print: HIRONORI KOBAYASHI

EXECUTED this 7TH day of FEBRUARY, 2014 with effect as of the day and year first above written.

LONDON VALLEY IV INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

EXECUTED this 7TH day of FEBRUARY, 2014 with effect as of the day and year first above written.

TSI-LV IV INTERNATIONAL CANADA INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

LV IV CAPITAL MANAGEMENT INC.

EXECUTED this 7TH day of FEBRUARY, 2014 with effect as of the day and year first above written.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

SCHEDULE "1"

Legal Description of Property

Lands and premises located on 6211 Colonel Talbot Road, in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lot 57 WTR As In 753369 Save & Except PT 2 PL 33R-16279, London/Westminster

LV IV132-LV IV266-35961

SCHEDULE "2"

NOTICE OF REQUISITION OF ORDINARY RESOLUTION

By Co-Owners

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____, 201_ .

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: HIRONORI KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV IV132-LV IV266

By Operator

NOTICE IS HEREBY GIVEN that the undersigned requests the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned signed to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____ , 201__.

LV IV CAPITAL MANAGEMENT INC.

Per: _____

Name:
Title:
I have authority to bind the Corporation.

Appendix 1

FORM OF ORDINARY RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____ , 201__.

Witness		**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: HIRONORI KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV IV132-LV IV266

Identification No. _____

LV IV132-LV IV266-35961

SCHEDULE "3"

NOTICE OF REQUISITION OF SPECIAL RESOLUTION

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners to approve the Special Resolution attached hereto as Appendix I **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Special Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Special Resolution.

Dated the _____ day of _____, 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: HIRONORI KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV IV132-LV IV266

Identification No. _____

Appendix I

FORM OF SPECIAL RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____ , 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: HIRONORI KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV IV132-LV IV266

Identification No. _____

DECLARATION OF TRUST

Cert. No. LV_IV_JP_fd4d801731725513a4d77aa9bb35534b

ID. 35961 UDI. LV IV132-LV IV266

Interest: 135/512TH

This is to certify that HIRONORI KOBAYASHI is the owner of an undivided beneficial 135/512TH interest (the "Interest") representing a value of One Million Three Hundred Fifty Thousand dollars of lawful money of Canada (C$1,350,000.00) in the real property located on 6211 Colonel Talbot Road, in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lot 57 WTR As In 753369 Save & Except PT 2 PL 33R-16279, London/Westminster (the "Property") and that London Valley IV Inc., as the registered holder of title to the Property, declares and acknowledges that it is holding title to the Property in trust for and on behalf of HIRONORI KOBAYASHI, to the extent of the Interest.

Reference is made to the co-owners agreement (the "Agreement") dated for reference as of the 15TH day of November, 2013 among the owner of the Interest named in the within Declaration of Trust, London Valley IV Inc. TSI-LV IV International Canada Inc., LV IV Capital Management Inc. and all other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of the Agreement. The Agreement provides for certain rights and obligations of the owners of undivided beneficial interest in the Property.

This Declaration of Trust and the Interest represented hereby are not transferable by delivery but only by the registered holder hereof, or by his agent duly authorized in writing, upon compliance with the provisions of the Agreement, including delivery to TSI-LV IV International Canada Inc. at its principal office in Mississauga, Ontario, of this Declaration of Trust together with a duly executed transfer of beneficial interest in the form required by TSI-LV IV International Canada Inc.

IN WITNESS WHEREOF London Valley IV Inc. and TSI-LV IV International Canada Inc. have caused this Declaration of Trust to be signed by its duly authorized officers this 7TH day of FEBRUARY 2014.

LONDON VALLEY IV INC.

Per: _____

Name:
Title:
I/We have authority to bind the Corporation

TSI-LV IV INTERNATIONAL CANADA INC.

Per: _____

Name:
Title:
I/We have authority to bind the Corporation

0820

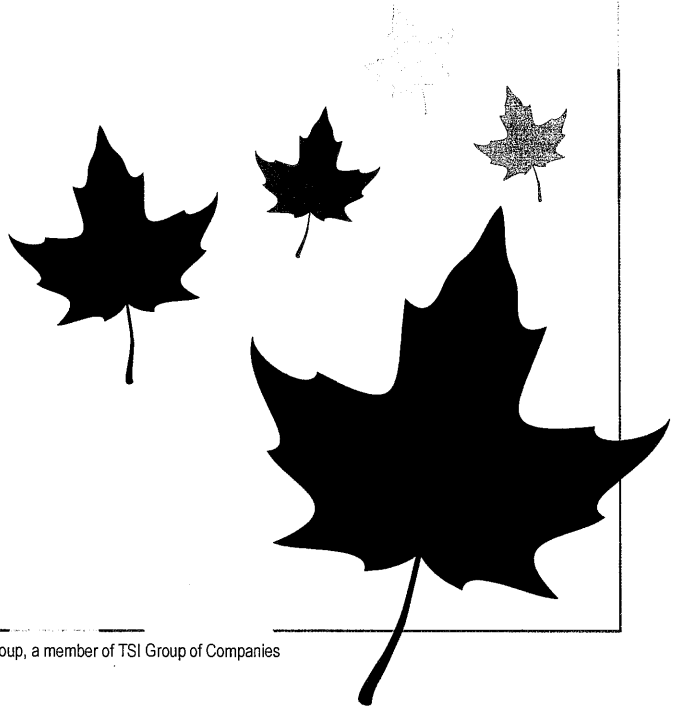
1821

IV 35964
1/20/2016

TSI INTERNATIONAL

LONDON VALLEY IV INC.

MIZUE FUKIAGE



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UNIT IDENTIFICATION NO. LV IV267-LV IV401

AGREEMENT OF SALE AND PURCHASE dated the 10TH day of JANUARY, 2014.

BETWEEN

MIZUE FUKIAGE,

Identification:DRIVER'S LICENSE (528500942092)

Address: 501 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Phone Number: 81-776-28-6655

(hereinafter referred to as the "**Purchaser**")

-and-

TSI-LV IV INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario,

(hereinafter referred to as the "**Vendor**");

-and-

LONDON VALLEY IV INC.,
a corporation incorporated under the laws of the Province of Ontario

(hereinafter referred to as the "**Nominee**")

WHEREAS:

A. The Vendor is the beneficial owner of an undivided interest in a parcel of land described in Schedule "B" annexed to this Agreement (the "**Property**") and title to which Property is registered in the name of the Nominee.

B. The Vendor is engaged in the business of land banking, the prime focus of which is to locate and purchase raw land and to endeavour to rezone the land through the applicable land development process to an approved use determined by the Vendor to be suitable and appropriate in all of the circumstances, and to thereby enhance the value of the land.

C. The Purchaser acknowledges that rezoning of the Property is uncertain and may take many years to achieve, often six years or longer, and that there can be no assurance that rezoning will be obtained, or if obtained, to permit for such use or uses as were requested and/or otherwise on terms and conditions that are satisfactory.

D. The Vendor may from time to time sell undivided beneficial interests in the Property to various purchasers.

E. The Purchaser acknowledges that real estate investments are generally subject to various risks, including a lack of liquidity, the highly competitive nature of the real estate industry, changes in general economic conditions (such as the availability and cost of mortgage funds), conditions of supply and demand for any particular type of real estate in the particular area, government regulations and changes thereto (including uncertainties and delays in zoning, subdivision and development regulatory approval processes, taxation of

LV IV267-LV IV401-35964

property and environmental legislation), changes in governments and the political environment in the jurisdiction where the real estate is located, and sensitivity to interest rates, among other factors.

F. The Purchaser acknowledges having had the opportunity to review this Agreement and its schedules with its advisors and to conduct such due diligence investigations as the Purchaser deemed appropriate with respect to all matters pertaining to the Property and to the Vendor.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. SALE OF UNDIVIDED BENEFICIAL INTEREST IN LAND

1.1 The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser a 135/512TH undivided beneficial interest in the Property (the "**Purchaser's Land Interest**").

1.2 The Purchaser's Land Interest will be identified by the following designated identification number: LV IV267-LV IV401

2. . PURCHASE PRICE

2.1 The Purchaser shall pay the aggregate sum of Ten Thousand Dollars of lawful money of Canada (C$10,000.00) for each 1/512TH undivided beneficial interest in the Property upon execution of this Sale and Purchase Agreement, of which Nine Thousand Five Hundred Dollars (C$9,500.00) of lawful money of Canada will be paid on account of the purchase price for such interest, and Five Hundred Dollars (C$500.00) of lawful money of Canada will be paid into a segregated account known as the "Concept Planning Fund" (the "**Concept Planning Fund**") to be used to defray costs, expenses and fees to be incurred in connection with the Property, as more particularly hereinafter described and as described in the Co-Owners Agreement (as such term is hereinafter defined).

2.2 The Purchaser hereby agrees to purchase the Purchaser's Land Interest for a total purchase price of ONE MILLION TWO HUNDRED EIGHTY TWO THOUSAND FIVE HUNDRED DOLLARS ONLY of lawful money of Canada (C$1,282,500.00) (the "**Purchase Price**"), and to pay the amount of SIXTY SEVEN THOUSAND FIVE HUNDRED DOLLARS ONLY of lawful money of Canada (C$67,500.00) into the Concept Planning Fund (the "**Concept Planning Fund Contribution**"). All references in this Agreement to payments of money being made shall mean lawful money of Canada.

2.3 The Purchase Price excludes applicable harmonized sales tax (the "**HST**") pursuant to the *Excise Tax Act*, R.S.C. 1985, c E-15, as amended (the "**ETA**") and the Purchaser agrees to pay the HST in addition to the Purchase Price and the Concept Planning Fund Contribution, unless the Purchaser has obtained and inserted (or instructed to be inserted) its HST registration number set forth below on the signing page of this Agreement, below its signature, prior to acceptance of this Agreement by the Vendor, in which case the Purchaser hereby represents and warrants that it is a registrant for HST purposes under the provisions of the ETA, under such registration number.

2.4 Included in the Purchase Price and the Concept Planning Fund Contribution, the Purchaser shall be responsible for the payment of land transfer tax ("**LTT**") under

the *Land Transfer Act*, R.S.O., c L.6. as amended (the "**LTTA**"), in the amount of EIGHTEEN THOUSAND FOUR HUNDRED FORTY EIGHT DOLLARS AND TWENTY EIGHT CENTS of lawful money of Canada (C$18,448.28).

2.5 The Purchaser covenants to pay, make and submit all necessary payments, filings and remittances within the time periods required therefor under the provisions of the ETA, if applicable, and the LTTA, and the regulations thereunder. The Purchaser hereby authorizes the Vendor on behalf of the Purchaser and with the Purchaser's funds, to make any and all payments, filings and remittances within the time periods required therefore under the provisions of the ETA relating to HST, if applicable, and under the provisions of the LTTA relating to LTT required to be made by the Purchaser arising from its acquisition of the Purchaser's Land Interest. While the Vendor agrees to assist the Purchaser in submitting such payments, remittances and filings, for greater certainty, nothing herein contained shall oblige the Vendor to make any payments or remittances from its own resources or funds and all such payments and remittances and filings shall be the Purchaser's obligation.

2.6 Funds in the Concept Planning Fund shall be applied towards defraying future costs of every nature and kind related to the Property, including property management costs, costs, fees, and services incurred in connection with planning activities, development submissions, subdivision applications, operational costs and all other activities and matters concerning or related to the Property, as determined by the Operator (as such term is defined in the Co-Owners Agreement) which would be incurred by or on behalf of the Purchaser as a Co-Owner. The Concept Planning Fund is intended to be a deposit account. The Purchaser's proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Purchaser following completion of the sale of the Property. The Purchaser's proportionate share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of the Co-Owners Agreement) will be paid by the Purchaser (in its capacity as a Co-Owner) and deducted from its proportionate share of any sale proceeds receivable by it, if and when the Property is sold or otherwise disposed of.

3. PAYMENT OF THE PURCHASE PRICE

3.1 The Purchaser hereby agrees that the Purchase Price, the Concept Planning Fund Contribution, and all other amounts due and payable hereunder, shall be paid to the Vendor on the Closing Date (as hereinafter defined). Following the Closing Date, the Vendor shall deliver the Concept Planning Fund Contribution to the Operator for deposit into the Concept Planning Fund.

3.2 All payments of the Purchase Price, the Concept Planning Fund Contribution, and such other amounts shall be made through the appointed agent (the "**Vendor's Agent**"), the Vendor's authorised agent and representative in the jurisdiction of residence of the Purchaser, and the Vendor hereby directs the Purchaser to make all such payments to the Vendor's Agent, who is authorised by the Vendor to acknowledge receipt of the Purchase Price and other amounts paid hereunder.

4. CLOSING DATE, DELIVERIES, COSTS, NON-MERGER

4.1 The date on which this Agreement is signed by the Purchaser and is accepted and signed by the Vendor and the Nominee shall be the "**Closing Date**". On the Closing Date, in addition to delivering the Purchase Price and this Agreement, the Purchaser agrees to deliver to the Vendor's Agent a copy of the Co-Owners Agreement signed by the Purchaser.

LV IV267-LV IV401-35964

4.2 Within ninety (90) days after the Closing Date, the Vendor agrees to deliver to the Purchaser the following documents (the "**Closing Documents**"):

(a) this Agreement, duly executed by the Vendor and the Nominee;

(b) a Declaration of Trust (as hereinafter defined), duly executed by the Nominee; and

(c) the Co-Owners Agreement (as hereinafter defined), duly executed by the Nominee and Operator (as therein defined).

4.3 The Vendor shall pay for the cost of drafting and/or settling the Closing Documents. The Vendor shall not be obligated to pay any other costs associated with the purchase of the Purchaser's Land Interest.

4.4 This Agreement shall be irrevocable by the Purchaser for a period of 120 days following its execution and delivery to the Vendor or the Vendor's Agent. This Agreement shall only become binding upon the Vendor and the Nominee following the Vendor and the Nominee having each accepted this Agreement as signified by its respective execution of this Agreement where indicated below.

4.5 All representations, warranties and covenants of the Purchaser as set out in this Agreement shall not merge upon closing but shall survive closing and the Closing Date.

5. VENDOR REPRESENTATIONS AND WARRANTIES

5.1 The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in completing the sale and purchase transaction contemplated in this Agreement:

(a) the Vendor is the beneficial owner of the Purchaser's Land Interest with good and marketable title thereto, subject to Section 6.1;

(b) registered title to the Property and beneficial title to the Purchaser's Land Interest shall be good and marketable and clear and free from all mortgages, charges and financial liens on the Closing Date;

(c) the Vendor has the right, power and authority to sell the Purchaser's Land Interest as contemplated in this Agreement;

(d) the Vendor is a corporation properly constituted and in good standing under the laws of the Province of Ontario and the laws of Canada applicable therein; and

(e) the Vendor is not now and on the Closing Date will not be a non-resident of Canada within the meaning of the *Income Tax Act* (Canada), R.S.C. 1985, c.1 (5th Supp.), as amended from time to time.

6. EASEMENTS, LIENS, REGISTERED AGREEMENTS

6.1 Other than any mortgage, charge or financial lien which the Vendor is required to discharge pursuant to this Agreement, registered title to the Property, and beneficial title to the Purchaser's Land Interest, shall be subject to all other liens and encumbrances registered

LV IV267-LV IV401-35964

on title to the Property on the Closing Date or which may be registered against the title to the Property after the Closing Date, including those registered in connection with the rezoning or development process relating to the Property, and including, without limitation, agreements with the applicable municipality or region, agreements with public regulated utilities, easements for the supply of domestic utility or telephone services to the Property or properties which are adjacent to the Property, easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the Property or its proposed development, other registered restrictions or covenants that run with the lands, and the restrictions and reservations in the Crown patent.

7. PURCHASER(S)' REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 The Purchaser represents and warrants to and covenants in favour of the Vendor as follows:

(a) there are no liens, mortgages, judgements, executions or other encumbrances, related to or attaching to the Purchaser's Land Interest or any part thereof;

(b) the Purchaser shall keep the Purchaser's Land Interest and every part thereof free and clear of all liens, mortgages, other encumbrances, judgements or executions. The Purchaser warrants and represents that all such liens, mortgages, judgements, executions other encumbrances, if any, shall be discharged and removed forthwith at the Purchaser's sole cost and expense and the Purchaser shall hold harmless the Vendor and all other beneficial owners of undivided interests in the Property from time to time against any and all claims, liabilities, actions, cause of actions, charges, demands and costs, including solicitors fees in connection therewith; and

(c) the Purchaser will not register or cause to be registered this Agreement, the Co-Owners Agreement, notice of this Agreement, notice of the Co-Owners Agreement, notice of the Purchaser's Land Interest, or any caution against title to the Property and the Purchaser shall forthwith remove and discharge any such registration at its costs and expense, failing which the Vendor may do so at the cost and expense of the Purchaser.

7.2 The foregoing warranties, representations and covenants of the Purchaser shall not merge on closing but shall survive closing and the Closing Date.

8. PURCHASER(S)' PARTICULARS, NATURE OF VESTING OF BENEFICIAL TITLE

8.1 The Purchaser agrees and confirms that the personal information provided in Schedule "A" annexed hereto is true, accurate and complete and agrees to inform the Vendor in writing forthwith of any change in any of the information therein provided.

8.2 If there is more than one person that comprises the Purchaser, then the Purchaser's Land Interest will be held as joint tenants with right of survivorship unless the box below is initialled by the Purchaser in which case the Purchaser's Land Interest will be deemed to be held as tenants-in-common, in the percentages noted therein.

LV IV267-LV IV401-35964

[ ] Purchaser elects to hold Purchaser's Land Interest as tenants- in -common and not as joint tenants, as follows: _____ as to ___%, _____ as to ____%.

9. PRESENT STATE AND CONDITION OF PROPERTY

9.1 The Purchaser hereby agrees that the purchase of the Purchaser's Land Interest is on an "as is, where is basis" with no representations or warranties whatsoever made by the Vendor, other than as expressly set out in this Agreement.

10. TITLE INSURANCE

10.1 The Nominee as registered owner of the Property obtained title insurance upon acquiring the Property (the "**Title Insurance Policy**") in such form and in such amount and with such stipulations, limitations and qualifications respecting coverage as it deemed appropriate.

11. NOMINEE AS BARE TRUSTEE; DECLARATION OF TRUST

11.1 The Purchaser acknowledges that the registered title to the Property is held by the Nominee, as nominee and bare trustee for the Vendor to the extent of its undivided beneficial interest in the Property, and as nominee and bare trustee for others to the extent of their respective undivided beneficial interests in the Property, and that on completion of the transaction herein contemplated the Nominee will hold the registered title to the Property to the extent of the Purchaser's Land Interest as nominee and bare trustee for the Purchaser and others to the extent of their respective undivided beneficial interests in the Property.

11.2 The mailing address of the Nominee for receiving notices shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee may change its mailing address from time to time by giving notice in writing to that effect pursuant to the notice provisions contained in the Co-Owners Agreement.

11.3 The Nominee agrees to execute and deliver to the Purchaser a declaration of trust (the "**Declaration of Trust**") wherein it will confirm that, from and after the Closing Date, it is holding the title to the Property for and on behalf of the Purchaser, to the extent of the Purchaser's Land Interest, in the place and stead of the Vendor.

11.4 The Purchaser acknowledges that the registered title to the Property shall at all times be in the name of the Nominee.

12. NO RIGHT TO USE, OCCUPY OR ACCESS

12.1 The Purchaser agrees that it hereby waives all rights of use, occupation and rights of access to the Property, and any part thereof, in order to facilitate the future rezoning and ultimate subdivision and re-development of the Property, for the benefit of all Co-Owners. The provisions of this Section 12 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date.

13. CO-OWNERS AGREEMENT

13.1 The Purchaser agrees that concurrent with its execution and delivery of this Agreement, the Purchaser shall execute and deliver the agreement or a counterpart of the co-

owners agreement, a draft copy of which is annexed hereto as Schedule "C" (the "**Co-Owners Agreement**").

13.2 The Co-Owners Agreement shall govern, amongst other things, the following:

(a) the rights and obligations of the Purchaser, as owner and any other owners of undivided beneficial interests in the Property;

(b) any future sale, financing and/or development of the Property;

(c) procedures for consent and approvals by the Co-Owners (as such term is defined in the Co-Owners Agreement);

(d) appointing the Operator (as such term is defined in the Co-Owners Agreement) for and on behalf of the Co-Owners;

(e) the rights and obligations of the Operator of the Property;

(f) the obligation of the Nominee as registered holder of the title to the Property for an on behalf of the Co-Owners;

(g) the right to transfer or assign the Purchaser's Land Interest or any part thereof and the terms conditions to be satisfied with respect to any such assignment or transfer; and

(h) such other matters as are therein contained.

13.3 The Vendor shall not be obligated but shall have the right to retain an undivided beneficial interest in the Property to such extent as it may in its absolute discretion deem appropriate and thus be a co-owner thereof and with respect to such undivided beneficial interest it shall be subject to the terms of the Co-Owners Agreement and entitled to exercise the rights of a Co-Owner.

14. SUBDIVISION CONTROL PROVISIONS

14.1 The Vendor agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and this Agreement shall be effective to create an interest in the Property provided that the provisions of the *Planning Act* (Ontario) are complied with in connection with the transaction of sale and purchase of the Purchaser's Land Interest.

15. NO REPRESENTATIONS, WARRANTIES OR ADVICE

15.1 The Purchaser acknowledges that none of the Vendor, the Nominee, the Vendor's Agent nor anyone acting on its or their behalf has made any representations or warranties except as are expressly set forth in this Agreement or the Co-Owners Agreement, nor given any advice respecting the tax treatment relating to the purchase or disposition of the Purchaser's Land Interest or any part thereof or the Property, nor as to the timing of sale, rezoning or development of the Property nor with respect to any potential or anticipated profit to be derived or derivable from the Purchaser's Land Interest or the Property.

15.2 The Purchaser has been urged and advised to consult with the Purchaser's own respective advisors including legal and tax advisors, with respect to the purchase and other matters pertaining to the Property and the Purchaser's Land Interest and the Closing Documents.

LV IV267-LV IV401-35964

16. SOURCE OF FUNDS

16.1 The Purchaser hereby represents, warrants, confirms and acknowledges that the source of the Purchaser's funds:

(a) are not derived directly or indirectly from any crime;

(b) are not linked directly or indirectly to any terrorists or against anti terrorist laws;

(c) are not embargoed funds; and

(d) are not obtained in violation of any laws or seeking to escape or avoid any tax laws;

16.2 The Purchaser covenants that all payments and remittances shall strictly comply , at its own expense, with all regulatory or exchange control provisions in force on the Closing Date and applicable to this Agreement.

16.3 The provisions of this Section 16 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date.

17. NOTICES

17.1 All notices required hereunder shall be in writing and in the English language and may be served either personally upon the parties or by electronic transmission namely by fax or email addressed to the Parties at their respective last known addresses, fax number or email address.

18. HEIRS, ASSIGNS, ETC.

18.1 This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective heirs , administrators, executors, successors and permitted assigns; provided that, the Purchaser shall not be entitled to assign this Agreement or any of its rights hereunder without the prior written approval of the Vendor, which approval may be withheld in its absolute discretion.

19. SUPERCEDING AGREEMENT

19.1 This Agreement shall supercede any and all previous discussions, representations, agreements or understandings made by or on behalf of either of the parties hereto for or relating to the purchase and sale of the Purchaser's Land Interest.

20. SCHEDULES

20.1 Schedules "A", "B" and "C" annexed hereto form an integral part of this Agreement and shall be read together with this Agreement.

21. COUNTERPARTS

21.1 This Agreement may be executed in any number of counterparts and by original or facsimile signature with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement.

LV IV267-LV IV401-35964

22. LAWS AND JURISDICTION-ONTARIO

22.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

23. CAPTIONS

23.1 The captions of the sections of this Agreement are for convenience only and do not amplify or limit in any way the provisions hereof.

24. EFFECT OF PARTIAL INVALIDITY ON THIS AGREEMENT

24.1 In the event that any provision of this Agreement is illegal, void or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

25. FACSIMILE DOCUMENTS

25.1 The parties agree to accept facsimile executed documents, including Closing Documents, as if they were originally signed documents.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SET OUT BELOW.

WITNESSED BY:

DATE OF EXECUTION: 2014-01-10

THE PURCHASER

CHIAKI HAYASHI
Print Name of Witness

MIZUE FUKIAGE
Print Name of Purchaser

SIGNATURE OF WITNESS
Signature of Witness

SIGNATURE OF PURCHASER
Signature of Purchaser

Witness Identification Number

HST Number:

825870934RT0001

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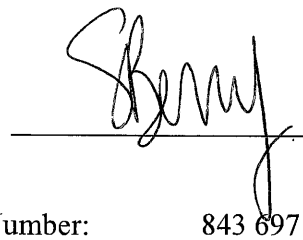
DATE OF EXECUTION: 2014-2-7
THE VENDOR:
TSI-LV IV INTERNATIONAL CANADA INC.

Per:



Name:
Title:
HST Number: 843 697 772 RT 0001

I/We have the authority to bind the Corporation.

DATE OF EXECUTION: 2014-2-7

THE NOMINEE:
LONDON VALLEY IV INC.

Per:

Name:
Title:
I/We have the authority to bind the Corporation.

SCHEDULE "A" – PURCHASER(S) PARTICULARS

Information Concerning Purchaser(s):

1. PURCHASER:

Full Name: MIZUE FUKIAGE

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: 501 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Home Telephone: 81-776-28-6655 Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: mizue@kobird.co.jp

Country of Birth: JAPAN

The following have been provided to the Vendor:

(✓) Driver's Licence ( ) Passport ( ) Other_____

2. Second or additional person as Purchaser:

Full Name: _____

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: _____

Home Telephone: _____ Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: _____

Country of Birth: _____

The following have been provided to the Vendor:

( ) Driver's Licence ( ) Passport ( ) Other_____

SCHEDULE "B" – PROPERTY and NOMINEE

LEGAL DESCRIPTION OF PROPERTY

Lands and premises located on 6211 Colonel Talbot Road, in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lot 57 WTR As In 753369 Save & Except PT 2 PL 33R-16279, London/Westminster

REGISTERED HOLDER OF LEGAL TITLE TO PROPERTY

LONDON VALLEY IV INC.

Office: 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3

Tel No: 1-905-602-7463

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SCHEDULE "C" – CO-OWNERS AGREEMENT

LV IV267-LV IV401-35964

UNIT IDENTIFICATION NO. LV IV267-LV IV401

CO-OWNERS AGREEMENT

LONDON VALLEY IV INC.

THIS CO-OWNERS AGREEMENT is dated the 15TH day of November, 2013.

BETWEEN:

MIZUE FUKIAGE,

Identification: DRIVER'S LICENSE (528500942092)

Address: 501 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

(hereinafter referred to as the "**Purchaser**")

-and-

LONDON VALLEY IV INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Nominee**")

-and-

TSI-LV IV INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Vendor**")

-and-

LV IV CAPITAL MANAGEMENT INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Operator**")

-and-

All other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of this Agreement

(hereinafter collectively referred to as the "**Co-Owners**")

WHEREAS:

1. Pursuant to a Sale and Purchase Agreement, the Vendor has sold to the Purchaser, and the Purchaser has purchased from the Vendor, an undivided beneficial interest in the Property;

2. The Nominee is the registered owner of the Property and has agreed to hold the Property as nominee and bare trustee for and on behalf of the Co-Owners from time to time;

3. Every purchaser of an undivided beneficial interest in the Property, every assignee of such purchaser, and every assignee of each such assignee, is required to execute and deliver a counterpart of this Agreement and shall be bound as a Co-Owner pursuant thereto; and

LV IV267-LV IV401-35964

4. This Agreement sets forth the provisions which govern the Co-Owners' ownership of undivided beneficial interests in the Property and any future sale, financing and/or development with the Property and their respective undivided beneficial interests therein.

NOW THEREFORE in consideration of the payment of the sum of One Dollar ($1.00) and other good and valuable consideration now paid by each party to the other, the receipt of which is hereby acknowledged, and of the premises and the mutual covenants herein contained, the parties hereto hereby covenant and agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall be deemed to have the following meanings:

(a) "**ASPE**" shall have the meaning ascribed thereto in Section 16 of this Agreement;

(b) "**Additional Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(c) "**this Agreement**", "**hereof**", "**herein**," "**hereunder**" and words to like effect, refer to this Co-Owners Agreement as a whole and not to any particular provision, as it may be amended, supplemented and/or restated from time to time;

(d) "**Business Day**" means any day of the week other than a Saturday, Sunday or a day which is a statutory holiday, in Ontario, Canada;

(e) "**Concept Planning Fund**" shall have the meaning ascribed thereto in Section 18 of this Agreement;

(f) "**Co-Owners**" means the owners from time to time of Interests and who have signed a counterpart of this Agreement, and shall include the Purchaser, as well as the Vendor to the extent that it retains any Interest, and "**Co-Owner**" means any of the Co-Owners;

(g) "**Co-Owners Record**" has the meaning ascribed thereto in Section 11 of this Agreement;

(h) "**CRA**" means the Canada Revenue Agency, established pursuant to the *Canada Revenue Agency Act*, S.C. 1999, c. 17, which administers tax laws of Canada, including under the *Income Tax Act*, for the Government of Canada;

(i) "**Declaration of Trust**" means the declaration of trust executed by the Nominee concurrently with the completion by a Co-Owner of the purchase from the Vendor of an Interest and pursuant to which the Nominee declares and confirms that it holds registered title to the Property in trust for and on behalf of such Co-Owner, to the extent of such Co-Owner's respective Interest. For greater certainty, "**Declaration of Trust**" includes the declaration of trust executed by the Nominee upon the completion by a Co-Owner of the Transfer of an Interest to a transferee in accordance with the provisions of this Agreement, and includes the declaration of trust executed by the Nominee in favour of the Vendor at the time of its acquisition of the Property;

(j) "**Designated Person**" shall have the meaning ascribed thereto in Section 10 of this Agreement;

(k) "**Dispute**" shall have the meaning ascribed thereto in Section 31 of this Agreement;

(l) "***Excise Tax Act***" means the *Excise Tax Act* (Canada), as amended from time to time, including the regulations made pursuant thereto;

(m) "**HST**" means the harmonized sales tax payable pursuant to the *Excise Tax Act*, including the Province of Ontario's portion thereof;

(n) "***Income Tax Act***" means the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.), as amended from time to time, including the regulations made pursuant thereto;

(o) "**Initial Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(p) "**Interest**" means the undivided beneficial interest in the Property purchased by a Co-Owner pursuant to a Sale and Purchase Agreement, and includes any undivided beneficial interest in the Property continued to be owned by the Vendor, and "**Interests**" means every Interest;

(q) "***Land Transfer Tax Act***" means the *Land Transfer Tax Act*, R.S.O. c.L.6, as amended;

(r) "**LTT**" means the land transfer tax payable pursuant to the *Land Transfer Tax Act*;

(s) "**Net Income**" shall have the meaning attributed thereto in Section 6(j) of this Agreement;

(t) "**Notice Requisitioning an Ordinary Resolution**" shall have the meaning attributed thereto in Section 8 of this Agreement;

(u) "**Notice Requisitioning a Special Resolution**" shall have the meaning attributed thereto in Section 10 of this Agreement;

(v) "**Offer**" shall have the meaning attributed thereto in Section 19 of this Agreement;

(w) "**Operator**" means LV IV Capital Management Inc., or the Designated Person that may be appointed as the Operator's replacement as determined in accordance with Section 10 of this Agreement;

(x) "**Ordinary Resolution**" means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 51% of the aggregate Interests in the Property;

(y) "**Planning Activities**" means the reports, plans, studies, audits, assessments, investigations, legal proceedings, procedures, filings, submissions, applications and/or any other actions taken or made in respect of or in furtherance of the rezoning of, or other land use planning matters related to, the Property;

(z) "**Property**" means the real property legally described on Schedule "1" annexed hereto;

(aa) "**Retained Interest**" shall have the meaning attributed thereto in Section 23 of this Agreement;

(bb) "**Sale and Purchase Agreement**" means the agreement of sale and purchase, or an agreement substantially in the form of the agreement of sale and purchase, entered into

LV IV267-LV IV401-35964

between the Vendor, as vendor, and each Co-Owner (other than the Vendor), as purchaser, pursuant to which each Co-Owner agreed to acquire its respective Interest in the Property. **"Sale and Purchase Agreements"** means every Sale and Purchase Agreement;

(cc) **"Special Resolution"** means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 85% of the aggregate Interests in the Property;

(dd) **"Transfer"** shall have the meaning ascribed thereto in Section 11 of this Agreement; and

(ee) **"Vendor"** means TSI-LV IV International Canada Inc.

2. INTERPRETATION

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) the division of this Agreement into Articles, paragraphs, subparagraphs and schedules and the insertion of headings are provided for convenience only and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;

(b) all references to currency herein are references in Canadian dollars;

(c) any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto;

(d) any reference to an entity shall include and shall be deemed to be a reference to any entity that is a successor to such entity;

(e) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

3. TITLE

Legal title to the Property shall be held in the name of the Nominee, which shall hold such title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Vendor, to the extent of its Retained Interest, if any.)

4. MAILING ADDRESSES

The mailing address of the Nominee, the Vendor and the Operator shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee, the Vendor and/or the Operator may change its mailing address from time to time by giving notice in writing to that effect to all Co-Owners, pursuant to the notice provisions contained in this Agreement.

5. REPRESENTATIONS AND WARRANTIES OF THE NOMINEE AND OPERATOR

(a) The Nominee represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite power, capacity and corporate authority to act as nominee and to perform its obligations under this Agreement;

(iii) it shall not carry on any business other than for the purposes set forth in this Agreement;

(iv) it holds and shall continue to hold legal title to the Property as nominee and bare trustee for and on behalf of each Co-Owner to the extent of each Co-Owner's Interest; and

(v) it shall only deal with the Property in the manner and as provided for in this Agreement.

(b) The Operator represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite capacity and corporate authority to act as Operator, and to perform its obligations under this Agreement; and

(iii) it shall comply with its obligations as provided for in this Agreement.

6. OPERATION AND MANAGEMENT OF THE PROPERTY

The Co-Owners hereby appoint the Operator and the Operator hereby accepts the appointment as the operator and manager of the Property and agrees to undertake such Planning Activities as the Operator may determine in its discretion, acting reasonably, are required to rezone the Property to such use or uses as the Operator shall determine, acting reasonably, and in the best interest of the Co-Owners. The Operator agrees to carry out such Planning Activities and to operate and manage the Property in good faith and in the best interest of the Co-Owners. The Operator agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and to proceed diligently to make all necessary applications to rezone the Property to such use or uses as the Operator shall determine, in its reasonable discretion, and to use its reasonable commercial efforts, at the cost and expense of the Co-Owners, with such costs to be defrayed out of the Concept Planning Fund initially, to obtain all necessary approvals and consents from applicable governmental authorities in connection therewith. Subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have such general powers and authority to administer, manage, control, operate, finance, refinance, develop, lease, grant easements and other rights in, under and over, the Property and to do any act, take any proceeding, make any decision and execute and deliver any instrument, deed, agreement, affidavit or document necessary for or incidental to any of the foregoing, for and on behalf and in the name of the Co-Owners, or as the Co-Owners may so direct by Special Resolution. No person dealing with the Operator

LV IV267-LV IV401-35964

will be required to enquire into the authority of the Operator to do any act, take any proceeding, make any decision or execute and deliver any instrument, deed, agreement or document for or on behalf or in the name of the Co-Owners.

Without limiting the generality of the foregoing provisions of this Section 6, but subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have the following specific powers and authorities without further authority or approval from the Co-Owners:

(a) to engage such professional advisers and consultants as the Operator considers advisable in order to perform its duties hereunder;

(b) to open and operate one or more bank accounts in its name, as agent for the Co-Owners in respect of the Property with a Canadian chartered bank or trust company, into which the Operator may deposit all rentals, if any, and other income earned from the Property (if any) (which for greater certainty shall not include the Concept Planning Fund), and out of which account(s) all expenses properly relating to the Property shall be paid, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of such funds to cover all such expenses;

(c) to execute, deliver and carry out all other agreements which require execution by or on behalf of the Co-Owners with respect to the Property, including without limitation, any agreements required by any governmental or statutory authority having jurisdiction over or with respect to the Property, development agreements, site plan agreements, cost sharing agreements, easements and rights of way;

(d) to enter into lease and/or tenancy arrangements in respect of the Property or any part thereof and to collect all rentals and other income therefrom, if any, provided that nothing herein shall constitute a guarantee by the Operator of the payment of any rent by tenants;

(e) to pay all taxes, fees and other expenses relating to the orderly maintenance and management of the Property out of the Concept Planning Fund, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of funds to cover all such expenses;

(f) to commence or to defend on behalf of the Co-Owners, the Nominee, or itself, any and all actions and other proceedings pertaining to the Property or to the Co-Owners;

(g) to determine the amount and type of insurance coverage, if any, to be maintained in order to protect the Property and the Co-Owners from all usual perils of the type covered in respect of comparable properties and in order to comply with the requirements of any lenders of funds;

(h) to retain, employ and pay and discharge on behalf of the Co-Owners all servants, employees, advisors, consultants and/or contractors necessary to be retained for the management and operation of the Property, including, without limitation, for matters relating to its rezoning and development;

(i) to contract on behalf of the Co-Owners for water, gas, electricity and other utility services and commodities, including cable and telephone services necessary for the development, operation and maintenance of the Property; and

(j) to distribute the Net Income from the ownership, operation, use, financing, refinancing, and/or sale of the Property (if any) to each Co-Owner, proportionate to its respective Interest. For the purposes of this Agreement, "**Net Income**" shall mean the gross receipts (which, for greater certainty, shall not include the Concept Planning Fund) derived in any way from dealing with the Property, received by or on behalf of the Co-Owners from the ownership, operation, use, leasing, financing, refinancing, sale of, and/or development and/or any other dealing with of the Property, minus the aggregate of all proper expenses and charges incurred in connection therewith, calculated on an accrual basis, including:

(i) payment of principal and interest owing to mortgagees or other encumbrancers, or other lenders;

(ii) realty taxes, property tax assessments, charges or levies made by any duly constituted governmental or statutory authority, due and owing and secured by a right or apparent right to claim a lien or charge upon the Interests, or any of them, or the Property, and money due and owing from improvements to the Property secured by a lien or charge in favour of materialmen or workmen or trade contractors or other like persons or corporations upon the Interests, or any of them, or the Property;

(iii) all costs and expenses of any sale, financing or refinancing;

(iv) all development costs and expenses;

(v) all costs and expenses of operating, maintaining, leasing, managing, using, and/or developing the Property, and the costs and expenses of repair;

(vi) lighting, electricity and public utilities costs and expenses;

(vii) professional fees reasonably attributed to the Property, its operation, use, financing, refinancing, sale and/or development;

(viii) all other costs, expenses or disbursements which are properly attributable to the Property, except payments to the Co-Owners on account of capital or distribution of Net Income; and

(ix) reserves in such amount as deemed appropriate by the Operator from time to time, including without limitation for the purposes of replacement of major equipment, major renovations and repairs, leasehold improvements, marketing costs and any other reserves normally required for the prudent operation, use, financing, refinancing, sale and/or development of a like property.

Each Co-Owner shall have a proportionate beneficial interest in all of the gross cash receipts derived from the Property and shall be responsible for its proportionate share of the expenses and charges incurred in connection with the Property, in each case proportionate to its respective Interest. Each Co-Owner hereby irrevocably directs the Operator to pay its proportionate share of such expenses and charges out of its proportionate share of such gross cash receipts, as well as out of the Concept Planning Fund.

Each Co-Owner hereby confirms and acknowledges that neither the Operator nor any of its officers, directors, employees, advisors, consultants, agents or representatives has made any warranty or representation, or given any advice:

LV IV267-LV IV401-35964

(k) as to or in respect of the tax treatment of the purchase, disposition or holding of the Interest by a Co-Owner; or

(l) as to the timing of the rezoning or sale or development of the Property or the returns attainable by the Co-Owners upon a sale or lease of or other dealing with the Property.

Each Co-Owners acknowledges that he has been advised to seek his own independent legal and tax counsel prior to entering into a Sale and Purchase Agreement and this Agreement.

7. AUTHORITY TO WITHHOLD

The Operator is authorized to withhold any amounts required to be withheld from any distribution or other payment to a Co-Owner pursuant to the provisions of the *Income Tax Act* and to make payment of any such amount on behalf of a Co-Owner to the CRA, on account of taxes as may be required by law.

8. POWERS EXERCISABLE BY ORDINARY RESOLUTION

Notwithstanding anything to the contrary contained in this Agreement, the following powers shall only be exercisable by the Operator after an Ordinary Resolution is passed by the Co-Owners:

(a) approving the sale or exchange of all or any part of the Property (other than the sale of Interests by the Operator pursuant to Sale and Purchase Agreements);

(b) approving a proposal or plan to develop the Property;

(c) subject to Section 17, consenting to the amendment of this Agreement, provided that, no amendment to this Agreement shall impose or increase any financial or other obligations upon any of the Nominee of the Operator, or in any way adversely affect the Nominee or the Operator, without the prior written approval of the Nominee or the Operator, as the case may be;

(d) approving or ratifying the making of an Additional Advance by the Operator, in accordance with Section 18; or

(e) requiring that the financial statements for the Property be audited.

Other than a matter which under the terms of this Agreement requires a Special Resolution, the Operator may at any time and from time to time by notice in writing to all Co-Owners substantially in the form annexed hereto as Schedule "2" (the "**Notice Requisitioning an Ordinary Resolution**") request the Co-Owners to consider and approve any matter relating to the Property not requiring a Special Resolution. The Notice Requisitioning an Ordinary Resolution shall specify with reasonable detail the matter to be approved by the Co-Owners.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution. If the Operator fails to deliver such Notice Requisitioning an Ordinary Resolution within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or a group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the

LV IV267-LV IV401-35964

Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution which the Operator failed to deliver within the time provided in this Section 8 for the Operator to do so.

9. POWERS EXERCISABLE BY SPECIAL RESOLUTION

The following powers shall only be exercisable by Special Resolution passed by the Co-Owners:

(a) terminating the appointment of the Operator and appointing a new Operator from time to time, in accordance with the provisions of Section 10;

(b) instituting or continuing an action or suit against the Operator for damages based upon the fraud or gross negligence of the Operator in the performance of its obligations under this Agreement;

(c) requiring the Operator to remove the incumbent independent firm of chartered accountants qualified in Canada appointed pursuant to Section 16 and requiring the Operator to appoint a replacement; or

(d) apppointing a replacement for the Nominee in the event that the Nominee should be wound up or dissolved or be declared a bankrupt, such replacement to hold legal title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Operator if it retains any Retained Interest.)

10. CONTROL AND AUTHORITY VESTS WITH CO-OWNERS

The Co-Owners may by Special Resolution terminate and remove the Operator (in its capacity as Operator and not as a Co-Owner)and appoint a new Operator in its place and stead. Such new Operator shall be bound by all of the terms of this Agreement and shall execute an agreement confirming that it is bound under this Agreement as if it was an original signatory thereto.

Upon termination, the Operator terminated shall forthwith upon request of the person designated in the Special Resolution as the replacement Operator (the "**Designated Person**") do the following:

(a) deliver all agreements, documents, instruments, books and records and writings relating to the Property in its possession to the Designated Person, including, without limitation, the Co-Owners Record;

(b) execute and deliver such consents, acknowledgements and assignments pertaining to the Property and any Planning Activities as the Designated Person may require;

(c) cause its representatives on the board of directors of the Nominee to execute resignations as directors and officers forthwith after being required to do so by the Designated Person, provided the Nominee shall continue to indemnify such directors and officers in accordance with its by-laws in existence at the date hereof;

(d) execute and deliver a release in form and content satisfactory to the Designated Person, acting reasonably, releasing the Nominee and the Co-Owners from any liability, provided that: (i) the release by the Operator shall not release the Co-Owners from their obligation to continue to indemnify the Operator pursuant to Section 21 hereof; and (ii) the

LV IV267-LV IV401-35964

Operator receives a release in form and content satisfactory to the Operator, acting reasonably, executed by the Nominee and by the Designated Person for and on behalf of itself and each of the Co-Owners, releasing the Operator from any liability, and the Co-Owners expressly acknowledge and agree that the Designated Person shall have the power and authority to deliver such release, without any further approval or authorization required from the Co-Owners;

(e) do all things necessary and execute all necessary documents to effect the change of shareholders of the Nominee as directed by the Designated Person; and

(f) otherwise co-operate and assist to carrying out and giving effect to each of the actions set out in Section 10(a), (b), (c), (d) and (e) above.

The Operator may at any time and from time to time by notice in writing, substantially in the form annexed hereto as Schedule "3" (the "**Notice Requisitioning a Special Resolution**") to all Co-Owners, request the Co-Owners to consider and approve any matter relating to the Property requiring a Special Resolution pursuant to the terms of this Agreement. The Notice Requisitioning a Special Resolution shall specify with reasonable detail the matter to be considered and approved by Special Resolution.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning a Special Resolution with respect to any matter relating to the Property, including any matter requiring a Special Resolution pursuant to this Agreement. If the Operator fails to deliver such Notice Requisitioning a Special Meeting within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the Notice Requisitioning a Special Resolution which the Operator failed to deliver within the time provided in this Section 10 for the Operator to do so.

11. CO-OWNERS RECORD AND TRANSFERS OF INTEREST

The Operator shall record and at all times maintain and keep up to date a record of the names, addresses and other contact information for the Co-Owners, and the Interest held by each of the Co-Owners as well as particulars of any Transfer of Interests (collectively, the "**Co-Owners Record**").

No Co-Owner shall sell, transfer, assign, mortgage, pledge, grant a security interest or otherwise encumber or dispose of its Interest in the Property (each, a "**Transfer**"), except in compliance with any applicable requirements of the *Securities Act* (Ontario) and any other applicable legislation and otherwise in accordance with the provisions of this Agreement, if and to the extent required.

A Co-Owner may Transfer an Interest or part thereof provided that such Co-Owner complies and satisfies each of the following conditions:

(a) the transferor first delivers to the Operator an original or notarial copy of the executed document or instrument effecting the Transfer which shall be in such form as may be acceptable to the Operator, acting reasonably;

(b) the transferee agrees in writing and in such form as may be acceptable to the Operator, to be bound by the terms of this Agreement and upon completion of the Transfer to

LV IV267-LV IV401-35964

assume the obligations of the transferor under this Agreement in respect of the Interest subject to the Transfer;

(c) the transferor delivers or causes to be delivered to the Operator a direction addressed to both the Nominee and the Operator, in form and substance satisfactory to the Operator and the Nominee, directing the Nominee to execute and deliver a Declaration of Trust for the Interest subject to the Transfer in favour of the transferee;

(d) the transferee pays such costs, expenses and disbursements, including legal fees, as are reasonably incurred by the Operator by reason of the Transfer;

(e) the transferee pays all applicable HST pursuant to the *Excise Tax Act*, and all applicable LTT pursuant to the *Land Transfer Tax Act*, and makes or causes to be made any and all necessary filings, payments and remittances within the time periods required therefor under the provisions of the *Excise Tax Act* and the *Land Transfer Tax Act* and the respective regulations thereunder;

(f) the transferor either provides the transferee with evidence reasonably satisfactory to the transferee that the transferring Co-Owner is not then a "non-resident" of Canada within the meaning of the *Income Tax Act* or provide the transferee with a certificate pursuant to subsection 116(2) of the *Income Tax Act* with a certificate limit in an amount not less than the purchase price for the Interest subject to the Transfer; provided that if such evidence or certificate is not forthcoming, the transferee shall be entitled to make the payment of tax required under section 116 of the *Income Tax Act* and to deduct such payment from the purchase price for the Interest subject to the Transfer;

(g) the transferee executes and delivers to the Operator a counterpart of the Agreement; and

(h) the transferor provides such other documents, agreements, acknowledgements and confirmations as may be required by the Operator or by law (including compliance by the transferring Co-Owner with the provisions of the *Securities Act* (Ontario) if and to the extent applicable).

When a transferee of an Interest is entitled to become a Co-Owner pursuant to the provisions hereof, the Operator will:

(i) record a Transfer of the Interest; and

(j) forward a Declaration of Trust to the transferee in respect of the Interest so transferred.

For the avoidance of doubt, a Transfer by Co-Owner may include a transfer into trust, in which case the terms "sale and purchase agreement", "Purchaser", "purchase", "purchased", and "sale", wherever such terms appear in this Agreement, shall be read so as to recognize that such Transfer is not a purchase and sale transaction between a Co-Owner and a purchaser but a transaction in the nature of a transfer into trust by the transferring Co-Owner to a trustee. Nothing in this Section 11 shall be construed to affect the provisions of Section 12 of this Agreement.

12. OPERATOR NOT BOUND TO SEE TO TRUST OR EQUITY

Other than pursuant to the terms of the Declaration of Trust, the Operator shall not be bound to see to the execution of any trust, express, implied or constructive, or any charge, pledge or equity to which any Interest is subject, or to ascertain or inquire whether any sale or transfer of any such Interest by any Co-Owner or by his personal representatives is authorized by such trust, charge, pledge or equity, or to recognize any person having any interest therein except for the person or persons recorded by the Operator as the Co-Owner.

LV IV267-LV IV401-35964

13. INCAPACITY, DEATH, INSOLVENCY OR BANKRUPTCY

Where a person becomes entitled to an Interest by incapacity, death, insolvency or bankruptcy of a Co-Owner or otherwise by operation of law, in addition to the requirements of Section 11 hereof, that person will not be recorded as or become a Co-Owner until:

(a) he produces evidence satisfactory to the Operator of such entitlement; and

(b) he has delivered such other evidence, approvals and consents in respect of such entitlement as the Operator may require and as may be required by applicable law or by this Agreement.

14. DECLARATIONS OF TRUST

A separate Declaration of Trust shall be executed and delivered by the Nominee to each Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of a Co-Owner to the extent of the Co-Owner's Interest. Provided that the Transfer of an Interest has been effected in accordance with the provisions of Section 11 of this Agreement, a separate Declaration of Trust shall be executed and delivered by the Nominee to each transferee Co-Owner of an Interest from a transferring Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of the transferee Co-Owner to the extent of such Co-Owner's Interest.

15. LOST DECLARATIONS OF TRUST

Where a Co-Owner by notice in writing advises the Operator that the Declaration of Trust with respect to such Co-Owner's Interest has been defaced, lost or destroyed or wrongly taken, the Operator may cause a new Declaration of Trust to be issued, provided that the Co-Owner files with the Operator an indemnity in such form as is satisfactory to the Operator to indemnify the Operator, the Nominee and the other Co-Owners from any loss, cost, liability or damages that it or they may incur or suffer by complying with the request to issue a new Declaration of Trust, and provided further that the Co-Owner satisfies all other reasonable requirements of the Operator, including delivery of a form of proof of loss.

16. BOOKS AND RECORDS AND FINANCIAL REPORTS

The Operator will keep or cause to be kept on behalf of the Co-Owners at the Operator's principal place of business in Ontario:

(a) full and accurate books of account and records of all financial transactions relating to the Property including, without limitations, the receipts and expenditures relating to the Property and the Concept Planning Fund;

(b) the Co-Owners Record setting out the name and address of each Co-Owner; and

(c) copies this Agreement and all counterparts.

At any time upon 10 Business Days written notice to the Operator a Co-Owner may request the Operator to examine any of the documents noted in clauses (a) and (b) above at the office of the Operator and may take copies thereof provided that such requesting Co-Owner pays the reasonable cost to the Operator for making such copies, provided further that any such requesting Co-Owner shall have first provided an affidavit and undertaking, in form and substance satisfactory to the Operator, acting reasonably, duly sworn before a notary public or other individual authorized to administer oaths in the jurisdiction of residence of the

LV IV267-LV IV401-35964

Purchaser, stating: (aa) the name and address of such requesting Co-Owner, and that the Co-Owner is a Co-Owner; (bb) that the Co-Owners Record shall not be used by the requesting Co-Owner or any other person except in connection with a *bona fide* effort to influence the voting by Co-Owners on an Ordinary Resolution or a Special Resolution; (ccc) that the information so provided is subject to applicable privacy rules and regulations; (ddd) that none of the information provided pursuant to clause (a) above shall be disclosed by or on behalf of the requesting Co-Owner to any person who is not a Co-Owner, that such information is proprietary to the Operator and the Co-Owners, and that its disclosure could cause irreparable harm to the other Co-Owners and the Operator; (eee) that the requesting Co-Owner will not, directly or indirectly, offer for sale or purchase, or otherwise traffic in, a list or copy of a list of the Co-Owners or any information contained in the Co-Owners Record; (fff) the requesting Co-Owner acknowledges and agrees that in the event of a breach of any of the covenants, provisions and restrictions in affidavit, the Co-Owners' and Operator's remedy in the form of monetary damages may be inadequate and that the Operator, for itself and on behalf of the other Co-Owners, shall be authorized and entitled, in addition to all other rights and remedies available to it and them, to apply for and obtain from any court of competent jurisdiction interim and permanent injunctive relief and an accounting of all profits and benefits arising out of such breach; and (ggg) that the requesting Co-Owner shall indemnify and hold harmless the Operator and the Nominee and the other Co-Owners from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee or the other Co-Owners by reason of any breach by such requesting Co-Owner of any of the covenants, provisions and restrictions contained in the affidavit.

The Operator shall provide or cause to be provided to each Co-Owner not later than 120 days after the end of each calendar year, financial statements showing the financial results for the Property for such calendar year. The Operator shall retain, at the expense of the Co-Owners, an independent firm of chartered accountants qualified in Canada to prepare such financial statements. Such financial statements shall contain a balance sheet, and a statement of cash flows and shall be prepared in accordance with Canadian accounting standards for private enterprises ("**ASPE**") applicable to the real estate industry in Canada and applied on a consistent basis from year to year. The financial statements shall not be required to be audited unless the Co-Owners by Ordinary Resolution require audited financial statements. For greater certainty, the funds in the Concept Planning Fund are hereby recognized as being the funds of the Operator, not of the Co-Owners.

17. AMENDMENT OF AGREEMENT

This Agreement may be amended in writing on the initiative of the Operator with the consent of the Co-Owners given by Ordinary Resolution. Notwithstanding the foregoing, the Operator may, without any prior notice to or consent from the Co-Owners amend any provision of this Agreement from time to time:

(a) to cure an ambiguity or to correct or supplement any provision contained herein which, in the reasonable opinion of the Operator, may be defective or inconsistent with any other provision contained herein, and with respect to which the cure, correction or supplemental provision does not and will not adversely affect the Interests of the Co-Owners; or

(b) to make such other provisions in regard to matters or issues relating to or arising under this Agreement which, in the reasonable opinion of the Operator, do not and will not adversely affect the Interests of the Co-Owners.

LV IV267-LV IV401-35964

The Operator agrees to inform the Co-Owners by written notice within 60 days following the effective date of an amendment to this Agreement and provide copies of the amending agreement within the said 60 days.

18. PLANNING ACTIVITIES AND CONCEPT PLANNING FUND

As agent for the Vendor, the Operator shall deposit an amount equivalent to the Concept Planning Fund Contribution (as such term is defined in each Sale and Purchase Agreement) received by the Vendor under every completed Sale and Purchase Agreement into a single, segregated account (the "**Concept Planning Fund**") to be in the name of the Operator and to be used by the Operator solely for the purpose of paying the costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities, and those costs and expenses enumerated in Section 6(j) of this Agreement.

The Concept Planning Fund is intended to be a deposit account. Each Co-Owner's respective proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Co-Owner following completion of the sale of the Property. Each Co-Owner's share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of this Agreement) will be paid by the Co-Owner and deducted from his proportionate share of any sale proceeds receivable by him, if and when the Property is sold or otherwise disposed of. Each Co-Owner hereby irrevocably authorizes and directs the Operator to withhold from his proportionate share of any amounts otherwise receivable by it under this Agreement the amount of any such shortfall, and to pay such amount to the Operator.

The Operator shall keep proper and accurate records and details of all expenses paid out of the Concept Planning Fund, and at the request of the Vendor, provide access to the Vendor's representatives to such records and details of expenses to permit the Vendor to satisfy itself that such expenses were paid in accordance with the provisions of this Agreement.

The Operator shall prepare, perform and take or cause to be prepared, performed and taken all Planning Activities as it determines in its reasonable discretion are necessary for and on behalf of the Co-Owners including, without limitation, the following:

(a) surveys and concept plans in connection with the rezoning of the Property;

(b) in the reasonble discretion of the Operator, engage all consultants and professionals including, without limitation, legal counsel with respect to rezoning of the Property or any other Planning Activities;

(c) enter into or request the Nominee to enter into and deliver any documents, consent, acknowledgements or agreements including, without limitation, easements, rights in the nature of an easement, transfers, undertakings, applications, appeals and/or any other similar or related agreements or documents which may be required in the reasonable discretion of the Operator in connection with the Planning Activities;

(d) pay for all costs and expenses associated with Planning Activities, municipal property taxes and the cost of maintaining the Property, out of the Concept Planning Fund, and if insufficient, out of additional funds provided by the Co-Owners; and

(e) keep detailed records and accounts for or pertaining to the Planning Activities.

If the amount set aside in the Concept Planning Fund is not sufficient to defray all costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities and those costs and expenses enumerated in Section 6(j) of this Agreement, the Operator, in the exercise of its absolute discretion, and without the approval of the Co-Owners, may advance to the Co-Owners an amount or amounts on account of such shortfall to a maximum of 5% of the aggregate purchase prices paid by all Co-Owners for their respective Interests(collectively, the "**Initial Advance**"). The Initial Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance made to the Co-Owners out of the proceeds of the sale of the Property.

If the cost of Planning Activities exceeds the combination of the Concept Planning Fund and the Initial Advance, the Operator, as it deems necessary in the exercise of its absolute discretion but subject to the approval of the Co-Owners by way of an Ordinary Resolution, may advance to the Co-Owners additional amounts as may be required for such purposes (collectively, the "**Additional Advance**"). The Additional Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, after repayment of the Initial Advance, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance and the Additional Advance made to the Co-Owners out of the proceeds of the sale of the Property.

19. SALE OF THE PROPERTY

Any offer to purchase the Property received by the Operator or the Nominee, which the Operator deems acceptable (the "**Offer**") shall be presented to all of the Co-Owners for consideration and if approved by an Ordinary Resolution such Offer shall be accepted by the Nominee and such acceptance shall be binding upon all of the Co-Owners. Any sale of the Property by the Nominee resulting from an Offer the acceptance of which was approved by an Ordinary Resolution of the Co-Owners shall be deemed to include the sale by the Co-Owners of the Interests.

The Co-Owners hereby agree that Operator shall have the right, exercisable by notice in writing to the Co-Owners within 30 days after the Co-Owners have passed an Ordinary Resolution to accept the Offer, to purchase the Property at the same price and on the same terms and conditions as are contained in the Offer approved by Ordinary Resolution of the Co-Owners.

If the Operator fails to provide the notice exercising its right to purchase the Property on the same terms and conditions as are contained in the Offer within the said 30 days, then the Nominee shall accept the Offer and complete the transaction with the party that made the Offer the acceptance of which was approved by Ordinary Resolution of the Co-Owners.

20. HST AND LTT

Each of the Co-Owners hereby authorizes the Operator to make any and all filings, payments and/or remittances for HST with respect to the purchase by each Co-Owner of his respective Interest and any other payments of HST applicable to the services provided to the Nominee or in respect of the Property or the Interest of a Co-Owner.

Each Co-Owners hereby authorizes the Operator to carry out any HST reporting or filing obligations that are required in respect of the Interests or the Property. Such authority shall

LV IV267-LV IV401-35964

include the execution of any documents that have to be or which may be advisable to be executed under the *Excise Tax Act*. The Operator shall to the extent required under the *Excise Tax Act* make and satisfy all filing and reporting obligations of a Co-Owner with respect to the Interest of the Co-Owner and shall provide each Co-Owner with copies of such filings and reports.

Each of the Co-Owners hereby authorizes the Operator to make any and all filings payments and/or remittances, from funds provided by the Co-Owner, relating to LTT arising from the purchase by each Co-Owner from the Vendor of his respective Interest in the Property. For greater certainty, each of the Co-Owners hereby authorizes the Operator on behalf of the Co-Owner and with the Co-Owner's funds to make any and all payments, remittances and filings under the provisions of the *Land Transfer Tax Act* relating to LTT and within the time period required therefor under the *Land Transfer Tax Act*, arising from the acquisition and/or ownership of the Interest. The Operator shall provide each Co-Owner with copies of such filings and evidence of the payments and remittances upon the written request of a Co-Owner.

21. POWER OF ATTORNEY

Each Co-Owner hereby nominates, constitutes and appoints each of the Operator and the Nominee, acting alone or together, with full power of substitution, as his true and lawful attorney and agent with full power and authority in his name, place and stead, for his use and benefit, to do the following, as fully and effectually as the Co-Owner could do if personally performed including, without limitation:

(a) execute and deliver all such documents or instruments on behalf of and in the name of the Co-Owners, or any of them, as may be deemed necessary by the Operator to carry out fully the provisions of this Agreement in accordance with its terms;

(b) execute, swear to, acknowledge, deliver, file and/or remit to or with the Ministry of Finance (Ontario) pursuant to the *Land Transfer Tax Act*, as amended, all necessary returns and payment or remittances in connection with the acquisition by the Co-Owners of their respective Interests in the Property;

(c) execute, acknowledge, deliver and file and/or remit to or with the CRA, all necessary instruments, declarations, certificates and other documents, and remittances relating to HST;

(d) execute, acknowledge, deliver and file as and where required any election made pursuant to subsection 273(1) of the *Excise Tax Act* as contemplated in each Purchase Agreement;

(e) execute and deliver all conveyances, agreements, documents and other instruments pertaining to the sale, development, redevelopment, financing, refinancing or leasing of the Property as the Operator determines in its sole discretion is in the best interests of the Co-Owners, and as permitted by this Agreement or authorized by Ordinary Resolution or Special Resolution of the Co-Owners; and

(f) execute, acknowledge, deliver and file any and all CRA non-resident personal income tax returns.

Each Co-Owner acknowledges and confirms that the power of attorney granted herein is made pursuant to the *Powers of Attorney Act* (Ontario) and is a power coupled with an interest, will survive the death, disability or other legal incapacity of the Co-Owner and will survive the assignment (to the extent of the Co-Owner's obligations hereunder) by the Co-Owner of the whole or any part of his Interest and extends to the heirs, executors, administrators, successors

LV IV267-LV IV401-35964

and assigns of the Co-Owner and may be exercised by the Operator or the Nominee, acting alone or together, executing on behalf of the Co-Owners, or any of them, any instrument, by listing all of the Co-Owners to be bound by such instrument with a single signature as attorney and agent for all of them, or otherwise. Each of the Co-Owners agrees to be bound by any representations and actions made or taken in good faith and in accordance with the terms of this Agreement by the Nominee and/or the Operator pursuant to such power of attorney in accordance with the terms hereof and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the Nominee or the Operator taken in good faith under such power of attorney. The Operator shall, at the written request of a Co-Owner, provide such Co-Owner with copies of any of the documents or instruments executed, sworn, delivered, acknowledged or remitted by the Operator for and on behalf of that Co-Owner only under the power of attorney provided for in this Section 21.

22. INDEMNIFICATION

Each of the Co-Owners hereby agrees, severally and not jointly or jointly and severally, to indemnify and hold harmless the Operator and the Nominee from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee, or by any one or more attorneys appointed by it or them under the power to substitute pursuant to the power of attorney provision contained in Section 21 above, by reason of acts, omissions or alleged acts or omissions arising out of the activities of the Operator or the Nominee on behalf of the Co-Owners or in furtherance of the Interests of the Co-Owners but only if the acts, omissions or the alleged acts or omissions in respect of which any actual or threatened action, proceeding or claim are based, were performed in good faith and in accordance with the Agreement.

23. VENDOR'S RIGHT TO RETAIN AN INTEREST

The Co-Owners acknowledge and agree that the Vendor has the right, but not the obligation, to retain an undivided beneficial Interest in the Property (a "**Retained Interest**"), to whatever extent it wishes, and the Vendor to the extent of any such Retained Interest shall for the purposes of this Agreement be a Co-Owner and be deemed to be bound by this Agreement. The Vendor may at any time and from time to time Transfer and assign all or any part of such Retained Interest to any person or persons it deems appropriate and upon such Transfer or assignment, the assignee or transferee thereof shall execute a counterpart of this Agreement and shall be a Co-Owner to the extent of the Retained Interest so transferred or assigned.

24. COMPETING INTERESTS

Each of the Co-Owners and the Operator is entitled, without the consent of any of the others of them, to own property and to carry on any business or activity whatsoever, whether of the same or different nature as that owned by or carried on by any of them, and whether or not in competition with the Interests, the Property or any activity carried on by any of them, and neither any Co-Owner nor the Operator shall be liable to account to any of the other of them.

25. NOTICES

Any notice or communication required or permitted to be given to the Nominee, the Vendor, the Operator or the Co-Owners hereunder shall be in writing and shall be given by delivery or by mailing to same to be addressed as follows:

(a) To the Nominee, the Vendor or the Operator, at its respective mailing address provided in Section 4 above.

LV IV267-LV IV401-35964

(b) To each Co-Owner at his last address shown on the Co-Owners Record maintained by the Operator.

Any notice or communication delivered as aforesaid shall be in the English language but may be accompanied by an unofficial translation and shall be deemed to have been given to the addressee on the day of delivery, if delivered by courier or, if mailed as aforesaid, shall be deemed to have been given to the addressee on the 10th Business Day following the mailing of such notice, provided that, for such purposes, no day during which there shall be a strike or other occurrence which shall interfere with normal mail services shall be considered a Business Day. If delivery of any notice or communication is made via fax, delivery shall be deemed to have been made on the day following the sending of the fax unless such day is not a Business Day, in which case delivery shall be deemed to have been made on the next Business Day.

26. FURTHER ACTS

The parties hereto agree to execute and deliver such further and other documents and to perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

27. BINDING EFFECT

Subject to the restrictions on Transfers herein contained, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and permitted assigns.

28. SEVERABILITY

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts, by original or facsimile signature, with the same affect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same agreement.

30. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, in the Country of Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

31. DISPUTE RESOLUTION

Any disputes, claims, disagreements, differences, (including, without limitation, interpretation, performance and enforcement) (collectively the "**Dispute**") that may arise between the Co-Owners or any of them and/or the Operator and/or the Nominee relating in any manner to this Agreement, the Property, or the Interests or any of them, shall attempted to be resolved by mediation and if such mediation is not successful, then by arbitration.

LV IV267-LV IV401-35964

Upon written demand of the Nominee, the Operator or the Co-Owners or any them and within 10 days after such demand, the parties shall attempt to appoint a mediator. If within such period of time they are unable to agree on a mediator, the Dispute shall be resolved by arbitration. If the parties to the Dispute are unable to agree upon a single arbitrator within 10 days after a demand has been made by any party to the Dispute to appoint a single arbitrator then, any party to the Dispute may apply, to a Justice of the Superior Court of Justice sitting in the City of Toronto, in the Province of Ontario, Canada for the appointment of an arbitrator.

The arbitration shall proceed in accordance with the provisions of the *Arbitration Act*, 1991 (Ontario) and any amendments or successor legislation thereto, which provisions shall apply *mutatis mutandis*. The arbitrator shall have the power to determine the procedure for the arbitration and to deliver his or her award notwithstanding the default by any party in respect of any procedural order made by the arbitrator.

The arbitrator shall proceed immediately to hear and determine the Dispute. The award of the arbitrator shall be made within 30 days after the appointment of the arbitrator, subject to any reasonable delay due to unforeseen circumstances. The award of the arbitrator shall be in writing and signed by the arbitrator, and shall be final and binding on the parties to the Dispute, not subject to any appeal, and the parties to the Dispute shall abide by the award and perform the terms and conditions thereof. The arbitration award shall deal with the costs of arbitration and all matters related thereto including the arbitrator's fees and expenses. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Unless otherwise mutually agreed, any mediation or arbitration of a Dispute shall take place in the Municipality of Metropolitan Toronto, in the Province of Ontario, in the Country of Canada.

32. NO INTENTION TO CREATE A PARTNERSHIP

The Co-Owners acknowledge, agree and declare that the entering into of this Agreement does not, and is not intended to, create a partnership, for any purpose. The Co-Owners further agree that nothing herein is to be construed as a limitation of the powers or rights of any Co-Owner to carry on its separate respective activities. Except for the Operator as contemplated in this Agreement, none of the Co-Owners shall have the right to bind any of the other Co-Owners, transact any business in any of the other Co-Owners names or on their behalf or incur any liability for or on behalf of any of the other Co-Owners. The Co-Owners agree that they shall each report their income or loss arising from the ownership of their Interests, for both accounting and income tax purposes, and to the applicable taxing authorities, as co-venture parties independent of one another, and not as partners in a partnership.

33. NO RIGHT TO PARTITION, ETC.

Each of the Co-Owners, by becoming a party to this Agreement, agrees and will be deemed to have agreed that he will not seek any remedy or right for the termination of this Agreement which would otherwise be available at law or in equity or for the termination of the co-ownership of the Property or which would otherwise be available pursuant to the *Partition Act*, R.S.O. 1980, c. 369,) and any amendments or successor legislation thereto, and each such Co-Owner shall be forever estopped from asserting otherwise and from seeking such remedy or right. In the event of any breach of the provisions of this Section 33 by a Co-Owner, the other Co-Owners and the Operator shall, in addition to all rights and remedies at law or in equity to which it is or they are otherwise entitled, be entitled to a decree or order

LV IV267-LV IV401-35964

perpetually restraining and enjoining such partition, application, action or other proceeding, and the first-mentioned Co-Owner shall not plead in defence thereto that there would be an adequate remedy at law, it being acknowledged by all the parties hereto that the injury and damages flowing from any such breach would be impossible to measure monetarily.

34. TIME

Time shall be of the essence of this Agreement.

35. REFERENCE DATE

This Agreement is dated for reference as of the 15TH day of November, 2013.

IN WITNESS WHEREOF this Agreement is executed with effect as of the day and year first above written.

EXECUTED this 10TH day of JANUARY 2014 with effect as of the day and year first above written.

CO-OWNER

WITNESS

SIGNATURE OF WITNESS

Signature of Witness

Print: CHIAKI HAYASHI

SIGNATURE OF CO-OWNER

Signature of Co-Owner

Print: MIZUE FUKIAGE

EXECUTED this 7TH day of FEBRUARY, 2014 with effect as of the day and year first above written.

LONDON VALLEY IV INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

EXECUTED this 7TH day of FEBRUARY, 2014 with effect as of the day and year first above written.

TSI-LV IV INTERNATIONAL CANADA INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

LV IV CAPITAL MANAGEMENT INC.

EXECUTED this 7TH day of FEBRUARY, 2014 with effect as of the day and year first above written.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

SCHEDULE "1"

Legal Description of Property

Lands and premises located on 6211 Colonel Talbot Road, in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lot 57 WTR As In 753369 Save & Except PT 2 PL 33R-16279, London/Westminster

LV IV267-LV IV401-35964

SCHEDULE "2"

NOTICE OF REQUISITION OF ORDINARY RESOLUTION

By Co-Owners

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____, 201_ .

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: MIZUE FUKIAGE
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV IV267-LV IV401

By Operator

NOTICE IS HEREBY GIVEN that the undersigned requests the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned signed to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____ , 201__.

LV IV CAPITAL MANAGEMENT INC.

Per: _____

Name:
Title:
I have authority to bind the Corporation.

Appendix 1

FORM OF ORDINARY RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____, 201__.

Witness		**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: MIZUE FUKIAGE
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV IV267-LV IV401

Identification No. _____

LV IV267-LV IV401-35964

SCHEDULE "3"

NOTICE OF REQUISITION OF SPECIAL RESOLUTION

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners to approve the Special Resolution attached hereto as Appendix I **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Special Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Special Resolution.

Dated the _____ day of _____, 201__.

Witness	**Co-Owner**
_____	_____
Signature	Signature
Print: _____	Print: MIZUE FUKIAGE
Address: _____	Address: _____
_____	_____

Unit Identification No. LV IV267-LV IV401

Identification No. _____

Appendix I

FORM OF SPECIAL RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____, 201__.

Witness		**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: MIZUE FUKIAGE
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV IV267-LV IV401

Identification No. _____

DECLARATION OF TRUST

Cert. No. LV_IV_JP_5e8a5161de49c943dd66591511207f50

ID. 35964 UDI. LV IV267-LV IV401

Interest: 135/512TH

This is to certify that MIZUE FUKIAGE is the owner of an undivided beneficial 135/512TH interest (the "Interest") representing a value of One Million Three Hundred Fifty Thousand dollars of lawful money of Canada (C$1,350,000.00) in the real property located on 6211 Colonel Talbot Road, in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lot 57 WTR As In 753369 Save & Except PT 2 PL 33R-16279, London/Westminster (the "Property") and that London Valley IV Inc., as the registered holder of title to the Property, declares and acknowledges that it is holding title to the Property in trust for and on behalf of MIZUE FUKIAGE, to the extent of the Interest.

Reference is made to the co-owners agreement (the "Agreement") dated for reference as of the 15TH day of November, 2013 among the owner of the Interest named in the within Declaration of Trust, London Valley IV Inc. TSI-LV IV International Canada Inc., LV IV Capital Management Inc. and all other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of the Agreement. The Agreement provides for certain rights and obligations of the owners of undivided beneficial interest in the Property.

This Declaration of Trust and the Interest represented hereby are not transferable by delivery but only by the registered holder hereof, or by his agent duly authorized in writing, upon compliance with the provisions of the Agreement, including delivery to TSI-LV IV International Canada Inc. at its principal office in Mississauga, Ontario, of this Declaration of Trust together with a duly executed transfer of beneficial interest in the form required by TSI-LV IV International Canada Inc.

IN WITNESS WHEREOF London Valley IV Inc. and TSI-LV IV International Canada Inc. have caused this Declaration of Trust to be signed by its duly authorized officers this 7TH day of FEBRUARY 2014.

LONDON VALLEY IV INC.

Per: _____

Name:

Title:

I/We have authority to bind the Corporation

TSI-LV IV INTERNATIONAL CANADA INC.

Per: _____

Name:

Title:

I/We have authority to bind the Corporation

1863

THIS IS **EXHIBIT "JJ"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

Ontario ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND REGISTRY OFFICE #33

08211-0150 (LT)

PREPARED FOR Alexandra01
ON 2025/02/21 AT 07:49:19

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

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

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

ESTATE/QUALIFIER:	RECENTLY:	PIN CREATION DATE:
FEE SIMPLE LT CONVERSION QUALIFIED	DIVISION FROM 08211-0127	2022/07/20

OWNERS' NAMES	CAPACITY	SHARE
TITAN LANDS INC.	ROWN	

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

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

1866

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
ER1614927	2025/02/05	TRANSFER	$2,000,000	LONDON VALLEY IV INC.	TITAN LANDS INC.	C
	REMARKS: PLANNING ACT STATEMENTS.					
ER1614952	2025/02/05	DISCH OF CHARGE		*** COMPLETELY DELETED *** OLYMPIA TRUST COMPANY		
	REMARKS: ER1556782.					

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

THIS IS **EXHIBIT "KK"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

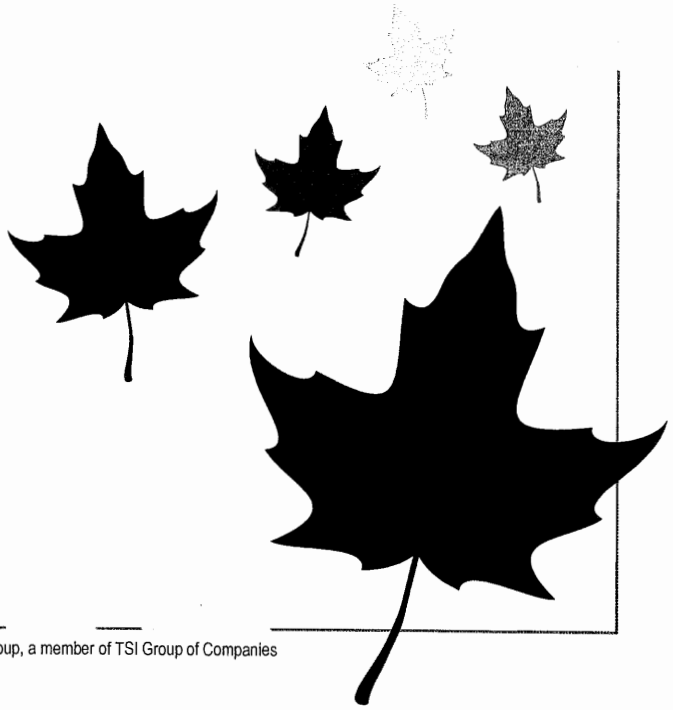
AMANDA MCLACHLAN

JP 41933
7/9/2015

TSI INTERNATIONAL

LONDON VALLEY V INC.

AKIYO KOBAYASHI



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UNIT IDENTIFICATION NO. LV V598-LV V617

AGREEMENT OF SALE AND PURCHASE dated the 24TH day of JUNE, 2015.

BETWEEN

AKIYO KOBAYASHI,

Identification: DRIVER'S LICENSE (639108287991)

Address: 413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Phone Number: 81-776-27-5322

(hereinafter referred to as the "**Purchaser**")

-and-

TSI-LV V INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario,

(hereinafter referred to as the "**Vendor**");

-and-

LONDON VALLEY V INC.,
a corporation incorporated under the laws of the Province of Ontario

(hereinafter referred to as the "**Nominee**")

WHEREAS:

A. The Vendor is the beneficial owner of an undivided interest in a parcel of land described in Schedule "B" annexed to this Agreement (the "**Property**") and title to which Property is registered in the name of the Nominee.

B. The Vendor is engaged in the business of land banking, the prime focus of which is to locate and purchase raw land and to endeavour to rezone the land through the applicable land development process to an approved use determined by the Vendor to be suitable and appropriate in all of the circumstances, and to thereby enhance the value of the land.

C. The Purchaser acknowledges that rezoning of the Property is uncertain and may take many years to achieve, often six years or longer, and that there can be no assurance that rezoning will be obtained, or if obtained, to permit for such use or uses as were requested and/or otherwise on terms and conditions that are satisfactory.

D. The Vendor may from time to time sell undivided beneficial interests in the Property to various purchasers.

E. The Purchaser acknowledges that real estate investments are generally subject to various risks, including a lack of liquidity, the highly competitive nature of the real estate industry, changes in general economic conditions (such as the availability and cost of mortgage funds), conditions of supply and demand for any particular type of real estate in the particular area, government regulations and changes thereto (including uncertainties and delays in zoning, subdivision and development regulatory approval processes, taxation of

LV V598-LV V617-41933

property and environmental legislation), changes in governments and the political environment in the jurisdiction where the real estate is located, and sensitivity to interest rates, among other factors.

F. The Purchaser acknowledges having had the opportunity to review this Agreement and its schedules with its advisors and to conduct such due diligence investigations as the Purchaser deemed appropriate with respect to all matters pertaining to the Property and to the Vendor.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. SALE OF UNDIVIDED BENEFICIAL INTEREST IN LAND

1.1 The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser a 20/797TH undivided beneficial interest in the Property (the "**Purchaser's Land Interest**").

1.2 The Purchaser's Land Interest will be identified by the following designated identification number: LV V598-LV V617

2. . PURCHASE PRICE

2.1 The Purchaser shall pay the aggregate sum of Ten Thousand Dollars of lawful money of Canada (C$10,000.00) for each 1/797TH undivided beneficial interest in the Property upon execution of this Sale and Purchase Agreement, of which Nine Thousand Three Hundred Dollars Only (C$9,300.00) of lawful money of Canada will be paid on account of the purchase price for such interest, and Seven Hundred Dollars Only (C$700.00) of lawful money of Canada will be paid into a segregated account known as the "Concept Planning Fund" (the "**Concept Planning Fund**") to be used to defray costs, expenses and fees to be incurred in connection with the Property, as more particularly hereinafter described and as described in the Co-Owners Agreement (as such term is hereinafter defined).

2.2 The Purchaser hereby agrees to purchase the Purchaser's Land Interest for a total purchase price of ONE HUNDRED EIGHTY SIX THOUSAND DOLLARS ONLY of lawful money of Canada (C$186,000.00) (the "**Purchase Price**"), and to pay the amount of FOURTEEN THOUSAND DOLLARS ONLY of lawful money of Canada (C$14,000.00) into the Concept Planning Fund (the "**Concept Planning Fund Contribution**"). All references in this Agreement to payments of money being made shall mean lawful money of Canada.

2.3 The Purchase Price excludes applicable harmonized sales tax (the "**HST**") pursuant to the *Excise Tax Act*, R.S.C. 1985, c E-15, as amended (the "**ETA**") and the Purchaser agrees to pay the HST in addition to the Purchase Price and the Concept Planning Fund Contribution, unless the Purchaser has obtained and inserted (or instructed to be inserted) its HST registration number set forth below on the signing page of this Agreement, below its signature, prior to acceptance of this Agreement by the Vendor, in which case the Purchaser hereby represents and warrants that it is a registrant for HST purposes under the provisions of the ETA, under such registration number.

2.4 Included in the Purchase Price and the Concept Planning Fund Contribution, the Purchaser shall be responsible for the payment of land transfer tax ("**LTT**") under

the *Land Transfer Act*, R.S.O., c L.6. as amended (the "**LTTA**"), in the amount of ONE THOUSAND SEVEN HUNDRED SEVEN DOLLARS AND NINETY TWO CENTS of lawful money of Canada (C$1,707.92).

2.5 The Purchaser covenants to pay, make and submit all necessary payments, filings and remittances within the time periods required therefor under the provisions of the ETA, if applicable, and the LTTA, and the regulations thereunder. The Purchaser hereby authorizes the Vendor on behalf of the Purchaser and with the Purchaser's funds, to make any and all payments, filings and remittances within the time periods required therefore under the provisions of the ETA relating to HST, if applicable, and under the provisions of the LTTA relating to LTT required to be made by the Purchaser arising from its acquisition of the Purchaser's Land Interest. While the Vendor agrees to assist the Purchaser in submitting such payments, remittances and filings, for greater certainty, nothing herein contained shall oblige the Vendor to make any payments or remittances from its own resources or funds and all such payments and remittances and filings shall be the Purchaser's obligation.

2.6 Funds in the Concept Planning Fund shall be applied towards defraying future costs of every nature and kind related to the Property, including property management costs, costs, fees, and services incurred in connection with planning activities, development submissions, subdivision applications, operational costs and all other activities and matters concerning or related to the Property, as determined by the Operator (as such term is defined in the Co-Owners Agreement) which would be incurred by or on behalf of the Purchaser as a Co-Owner. The Concept Planning Fund is intended to be a deposit account. The Purchaser's proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Purchaser following completion of the sale of the Property. The Purchaser's proportionate share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of the Co-Owners Agreement) will be paid by the Purchaser (in its capacity as a Co-Owner) and deducted from its proportionate share of any sale proceeds receivable by it, if and when the Property is sold or otherwise disposed of.

3. PAYMENT OF THE PURCHASE PRICE

3.1 The Purchaser hereby agrees that the Purchase Price, the Concept Planning Fund Contribution, and all other amounts due and payable hereunder, shall be paid to the Vendor on the Closing Date (as hereinafter defined). Following the Closing Date, the Vendor shall deliver the Concept Planning Fund Contribution to the Operator for deposit into the Concept Planning Fund.

3.2 All payments of the Purchase Price, the Concept Planning Fund Contribution, and such other amounts shall be made through the appointed agent (the "**Vendor's Agent**"), the Vendor's authorised agent and representative in the jurisdiction of residence of the Purchaser, and the Vendor hereby directs the Purchaser to make all such payments to the Vendor's Agent, who is authorised by the Vendor to acknowledge receipt of the Purchase Price and other amounts paid hereunder.

4. CLOSING DATE, DELIVERIES, COSTS, NON-MERGER

4.1 The date on which this Agreement is signed by the Purchaser and is accepted and signed by the Vendor and the Nominee shall be the "**Closing Date**". On the Closing Date, in addition to delivering the Purchase Price and this Agreement, the Purchaser agrees to deliver to the Vendor's Agent a copy of the Co-Owners Agreement signed by the Purchaser.

LV V598-LV V617-41933

4.2 Within ninety (90) days after the Closing Date, the Vendor agrees to deliver to the Purchaser the following documents (the "**Closing Documents**"):

(a) this Agreement, duly executed by the Vendor and the Nominee;

(b) a Declaration of Trust (as hereinafter defined), duly executed by the Nominee; and

(c) the Co-Owners Agreement (as hereinafter defined), duly executed by the Nominee and Operator (as therein defined).

4.3 The Vendor shall pay for the cost of drafting and/or settling the Closing Documents. The Vendor shall not be obligated to pay any other costs associated with the purchase of the Purchaser's Land Interest.

4.4 This Agreement shall be irrevocable by the Purchaser for a period of 120 days following its execution and delivery to the Vendor or the Vendor's Agent. This Agreement shall only become binding upon the Vendor and the Nominee following the Vendor and the Nominee having each accepted this Agreement as signified by its respective execution of this Agreement where indicated below.

4.5 All representations, warranties and covenants of the Purchaser as set out in this Agreement shall not merge upon closing but shall survive closing and the Closing Date.

5. VENDOR REPRESENTATIONS AND WARRANTIES

5.1 The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in completing the sale and purchase transaction contemplated in this Agreement:

(a) the Vendor is the beneficial owner of the Purchaser's Land Interest with good and marketable title thereto, subject to Section 6.1;

(b) registered title to the Property and beneficial title to the Purchaser's Land Interest shall be good and marketable and clear and free from all mortgages, charges and financial liens on the Closing Date;

(c) the Vendor has the right, power and authority to sell the Purchaser's Land Interest as contemplated in this Agreement;

(d) the Vendor is a corporation properly constituted and in good standing under the laws of the Province of Ontario and the laws of Canada applicable therein; and

(e) the Vendor is not now and on the Closing Date will not be a non-resident of Canada within the meaning of the *Income Tax Act* (Canada), R.S.C. 1985, c.1 (5th Supp.), as amended from time to time.

6. EASEMENTS, LIENS, REGISTERED AGREEMENTS

6.1 Other than any mortgage, charge or financial lien which the Vendor is required to discharge pursuant to this Agreement, registered title to the Property, and beneficial title to the Purchaser's Land Interest, shall be subject to all other liens and encumbrances registered

on title to the Property on the Closing Date or which may be registered against the title to the Property after the Closing Date, including those registered in connection with the rezoning or development process relating to the Property, and including, without limitation, agreements with the applicable municipality or region, agreements with public regulated utilities, easements for the supply of domestic utility or telephone services to the Property or properties which are adjacent to the Property, easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the Property or its proposed development, other registered restrictions or covenants that run with the lands, and the restrictions and reservations in the Crown patent.

7. PURCHASER(S)' REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 The Purchaser represents and warrants to and covenants in favour of the Vendor as follows:

(a) there are no liens, mortgages, judgements, executions or other encumbrances, related to or attaching to the Purchaser's Land Interest or any part thereof;

(b) the Purchaser shall keep the Purchaser's Land Interest and every part thereof free and clear of all liens, mortgages, other encumbrances, judgements or executions. The Purchaser warrants and represents that all such liens, mortgages, judgements, executions other encumbrances, if any, shall be discharged and removed forthwith at the Purchaser's sole cost and expense and the Purchaser shall hold harmless the Vendor and all other beneficial owners of undivided interests in the Property from time to time against any and all claims, liabilities, actions, cause of actions, charges, demands and costs, including solicitors fees in connection therewith; and

(c) the Purchaser will not register or cause to be registered this Agreement, the Co-Owners Agreement, notice of this Agreement, notice of the Co-Owners Agreement, notice of the Purchaser's Land Interest, or any caution against title to the Property and the Purchaser shall forthwith remove and discharge any such registration at its costs and expense, failing which the Vendor may do so at the cost and expense of the Purchaser.

7.2 The foregoing warranties, representations and covenants of the Purchaser shall not merge on closing but shall survive closing and the Closing Date.

8. PURCHASER(S)' PARTICULARS, NATURE OF VESTING OF BENEFICIAL TITLE

8.1 The Purchaser agrees and confirms that the personal information provided in Schedule "A" annexed hereto is true, accurate and complete and agrees to inform the Vendor in writing forthwith of any change in any of the information therein provided.

8.2 If there is more than one person that comprises the Purchaser, then the Purchaser's Land Interest will be held as joint tenants with right of survivorship unless the box below is initialled by the Purchaser in which case the Purchaser's Land Interest will be deemed to be held as tenants-in-common, in the percentages noted therein.

LV V598-LV V617-41933

[ ] Purchaser elects to hold Purchaser's Land Interest as tenants- in -common and not as joint tenants, as follows: _____ as to ___%, _____ as to ____%.

9. PRESENT STATE AND CONDITION OF PROPERTY

9.1 The Purchaser hereby agrees that the purchase of the Purchaser's Land Interest is on an "as is, where is basis" with no representations or warranties whatsoever made by the Vendor, other than as expressly set out in this Agreement.

10. TITLE INSURANCE

10.1 The Nominee as registered owner of the Property obtained title insurance upon acquiring the Property (the "**Title Insurance Policy**") in such form and in such amount and with such stipulations, limitations and qualifications respecting coverage as it deemed appropriate.

11. NOMINEE AS BARE TRUSTEE; DECLARATION OF TRUST

11.1 The Purchaser acknowledges that the registered title to the Property is held by the Nominee, as nominee and bare trustee for the Vendor to the extent of its undivided beneficial interest in the Property, and as nominee and bare trustee for others to the extent of their respective undivided beneficial interests in the Property, and that on completion of the transaction herein contemplated the Nominee will hold the registered title to the Property to the extent of the Purchaser's Land Interest as nominee and bare trustee for the Purchaser and others to the extent of their respective undivided beneficial interests in the Property.

11.2 The mailing address of the Nominee for receiving notices shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee may change its mailing address from time to time by giving notice in writing to that effect pursuant to the notice provisions contained in the Co-Owners Agreement.

11.3 The Nominee agrees to execute and deliver to the Purchaser a declaration of trust (the "**Declaration of Trust**") wherein it will confirm that, from and after the Closing Date, it is holding the title to the Property for and on behalf of the Purchaser, to the extent of the Purchaser's Land Interest, in the place and stead of the Vendor.

11.4 The Purchaser acknowledges that the registered title to the Property shall at all times be in the name of the Nominee.

12. NO RIGHT TO USE, OCCUPY OR ACCESS

12.1 The Purchaser agrees that it hereby waives all rights of use, occupation and rights of access to the Property, and any part thereof, in order to facilitate the future rezoning and ultimate subdivision and re-development of the Property, for the benefit of all Co-Owners. The provisions of this Section 12 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date.

13. CO-OWNERS AGREEMENT

13.1 The Purchaser agrees that concurrent with its execution and delivery of this Agreement, the Purchaser shall execute and deliver the agreement or a counterpart of the co-

owners agreement, a draft copy of which is annexed hereto as Schedule "C" (the "**Co-Owners Agreement**").

13.2 The Co-Owners Agreement shall govern, amongst other things, the following:

(a) the rights and obligations of the Purchaser, as owner and any other owners of undivided beneficial interests in the Property;

(b) any future sale, financing and/or development of the Property;

(c) procedures for consent and approvals by the Co-Owners (as such term is defined in the Co-Owners Agreement);

(d) appointing the Operator (as such term is defined in the Co-Owners Agreement) for and on behalf of the Co-Owners;

(e) the rights and obligations of the Operator of the Property;

(f) the obligation of the Nominee as registered holder of the title to the Property for an on behalf of the Co-Owners;

(g) the right to transfer or assign the Purchaser's Land Interest or any part thereof and the terms conditions to be satisfied with respect to any such assignment or transfer; and

(h) such other matters as are therein contained.

13.3 The Vendor shall not be obligated but shall have the right to retain an undivided beneficial interest in the Property to such extent as it may in its absolute discretion deem appropriate and thus be a co-owner thereof and with respect to such undivided beneficial interest it shall be subject to the terms of the Co-Owners Agreement and entitled to exercise the rights of a Co-Owner.

14. SUBDIVISION CONTROL PROVISIONS

14.1 The Vendor agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and this Agreement shall be effective to create an interest in the Property provided that the provisions of the *Planning Act* (Ontario) are complied with in connection with the transaction of sale and purchase of the Purchaser's Land Interest.

15. NO REPRESENTATIONS, WARRANTIES OR ADVICE

15.1 The Purchaser acknowledges that none of the Vendor, the Nominee, the Vendor's Agent nor anyone acting on its or their behalf has made any representations or warranties except as are expressly set forth in this Agreement or the Co-Owners Agreement, nor given any advice respecting the tax treatment relating to the purchase or disposition of the Purchaser's Land Interest or any part thereof or the Property, nor as to the timing of sale, rezoning or development of the Property nor with respect to any potential or anticipated profit to be derived or derivable from the Purchaser's Land Interest or the Property.

15.2 The Purchaser has been urged and advised to consult with the Purchaser's own respective advisors including legal and tax advisors, with respect to the purchase and other matters pertaining to the Property and the Purchaser's Land Interest and the Closing Documents.

LV V598-LV V617-41933

16. SOURCE OF FUNDS

16.1 The Purchaser hereby represents, warrants, confirms and acknowledges that the source of the Purchaser's funds:

(a) are not derived directly or indirectly from any crime;

(b) are not linked directly or indirectly to any terrorists or against anti terrorist laws;

(c) are not embargoed funds; and

(d) are not obtained in violation of any laws or seeking to escape or avoid any tax laws;

16.2 The Purchaser covenants that all payments and remittances shall strictly comply , at its own expense, with all regulatory or exchange control provisions in force on the Closing Date and applicable to this Agreement.

16.3 The provisions of this Section 16 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date

17. NOTICES

17.1 All notices required hereunder shall be in writing and in the English language and may be served either personally upon the parties or by electronic transmission namely by fax or email addressed to the Parties at their respective last known addresses, fax number or email address.

18. HEIRS, ASSIGNS, ETC.

18.1 This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective heirs , administrators, executors, successors and permitted assigns; provided that, the Purchaser shall not be entitled to assign this Agreement or any of its rights hereunder without the prior written approval of the Vendor, which approval may be withheld in its absolute discretion.

19. SUPERCEDING AGREEMENT

19.1 This Agreement shall supercede any and all previous discussions, representations, agreements or understandings made by or on behalf of either of the parties hereto for or relating to the purchase and sale of the Purchaser's Land Interest.

20. SCHEDULES

20.1 Schedules "A", "B" and "C" annexed hereto form an integral part of this Agreement and shall be read together with this Agreement.

21. COUNTERPARTS

21.1 This Agreement may be executed in any number of counterparts and by original or facsimile signature with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement.

LV V598-LV V617-41933

22. LAWS AND JURISDICTION-ONTARIO

22.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

23. CAPTIONS

23.1 The captions of the sections of this Agreement are for convenience only and do not amplify or limit in any way the provisions hereof.

24. EFFECT OF PARTIAL INVALIDITY ON THIS AGREEMENT

24.1 In the event that any provision of this Agreement is illegal, void or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

25. FACSIMILE DOCUMENTS

25.1 The parties agree to accept facsimile executed documents, including Closing Documents, as if they were originally signed documents.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SET OUT BELOW.

WITNESSED BY:

DATE OF EXECUTION: 2015-06-24

THE PURCHASER

CHIAKI HAYASHI
Print Name of Witness

AKIYO KOBAYASHI
Print Name of Purchaser

SIGNATURE OF WITNESS
Signature of Witness

SIGNATURE OF PURCHASER
Signature of Purchaser

Witness Identification Number

HST Number: 81281 0323 RT0001

LV V598-LV V617-41933

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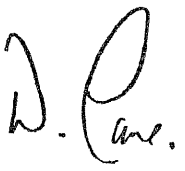
DATE OF EXECUTION: 2015-8-14
THE VENDOR:
TSI-LV V INTERNATIONAL CANADA INC.

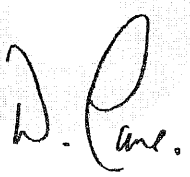
Per: 

Name:
Title:
HST Number: 82147 9797 RT0001

I/We have the authority to bind the Corporation.

DATE OF EXECUTION: 2015-8-14

THE NOMINEE:
LONDON VALLEY V INC.

Per: 

Name:
Title:
I/We have the authority to bind the Corporation.

1880

SCHEDULE "A" – PURCHASER(S) PARTICULARS

Information Concerning Purchaser:

PURCHASER:

Full Name: AKIYO KOBAYASHI

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: 413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Home Telephone: 81-776-27-5322 Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: _____

Country of Birth: JAPAN

The following have been provided to the Vendor:

(✓) Driver's Licence ( ) Passport ( ) Other_____

LV V598-LV V617-41933

1882

SCHEDULE "B" – PROPERTY and NOMINEE

LEGAL DESCRIPTION OF PROPERTY

Lands and premises located in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lots 58 & 59 ETR Westminster Designated Parts 8 & 9, 33R2972; and PT LT 59, ETR Westminster as in 559255; Save & Except Part 1, Plan ER864297; City of London

LONDON VALLEY V INC.

REGISTERED HOLDER OF LEGAL TITLE TO PROPERTY

Office: 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3

Tel No: 1-905-602-7463

Fax No: 1-905-602-7460

SCHEDULE "C" – CO-OWNERS AGREEMENT

1886

UNIT IDENTIFICATION NO. LV V598-LV V617

CO-OWNERS AGREEMENT

LONDON VALLEY V INC.

THIS CO-OWNERS AGREEMENT is dated the 30TH day of January 2015.

BETWEEN:

AKIYO KOBAYASHI,

Identification:DRIVER'S LICENSE (639108287991)

Address:413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

(hereinafter referred to as the "**Purchaser**")

-and-

LONDON VALLEY V INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Nominee**")

-and-

TSI-LV V INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Vendor**")

-and-

LV V CAPITAL MANAGEMENT INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Operator**")

-and-

All other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of this Agreement

(hereinafter collectively referred to as the "**Co-Owners**")

WHEREAS:

1. Pursuant to a Sale and Purchase Agreement, the Vendor has sold to the Purchaser, and the Purchaser has purchased from the Vendor, an undivided beneficial interest in the Property;

2. The Nominee is the registered owner of the Property and has agreed to hold the Property as nominee and bare trustee for and on behalf of the Co-Owners from time to time;

3. Every purchaser of an undivided beneficial interest in the Property, every assignee of such purchaser, and every assignee of each such assignee, is required to execute and deliver a counterpart of this Agreement and shall be bound as a Co-Owner pursuant thereto; and

LV V598-LV V617-41933

4. This Agreement sets forth the provisions which govern the Co-Owners' ownership of undivided beneficial interests in the Property and any future sale, financing and/or development with the Property and their respective undivided beneficial interests therein.

NOW THEREFORE in consideration of the payment of the sum of One Dollar ($1.00) and other good and valuable consideration now paid by each party to the other, the receipt of which is hereby acknowledged, and of the premises and the mutual covenants herein contained, the parties hereto hereby covenant and agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall be deemed to have the following meanings:

(a) "**ASPE**" shall have the meaning ascribed thereto in Section 16 of this Agreement;

(b) "**Additional Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(c) "**this Agreement**", "**hereof**", "**herein**," "**hereunder**" and words to like effect, refer to this Co-Owners Agreement as a whole and not to any particular provision, as it may be amended, supplemented and/or restated from time to time;

(d) "**Business Day**" means any day of the week other than a Saturday, Sunday or a day which is a statutory holiday, in Ontario, Canada;

(e) "**Concept Planning Fund**" shall have the meaning ascribed thereto in Section 18 of this Agreement;

(f) "**Co-Owners**" means the owners from time to time of Interests and who have signed a counterpart of this Agreement, and shall include the Purchaser, as well as the Vendor to the extent that it retains any Interest, and "**Co-Owner**" means any of the Co-Owners;

(g) "**Co-Owners Record**" has the meaning ascribed thereto in Section 11 of this Agreement;

(h) "**CRA**" means the Canada Revenue Agency, established pursuant to the *Canada Revenue Agency Act*, S.C. 1999, c. 17, which administers tax laws of Canada, including under the *Income Tax Act*, for the Government of Canada;

(i) "**Declaration of Trust**" means the declaration of trust executed by the Nominee concurrently with the completion by a Co-Owner of the purchase from the Vendor of an Interest and pursuant to which the Nominee declares and confirms that it holds registered title to the Property in trust for and on behalf of such Co-Owner, to the extent of such Co-Owner's respective Interest. For greater certainty, "**Declaration of Trust**" includes the declaration of trust executed by the Nominee upon the completion by a Co-Owner of the Transfer of an Interest to a transferee in accordance with the provisions of this Agreement, and includes the declaration of trust executed by the Nominee in favour of the Vendor at the time of its acquisition of the Property;

(j) "**Designated Person**" shall have the meaning ascribed thereto in Section 10 of this Agreement;

LV V598-LV V617-41933

(k) "**Dispute**" shall have the meaning ascribed thereto in Section 31 of this Agreement;

(l) "***Excise Tax Act***" means the *Excise Tax Act* (Canada), as amended from time to time, including the regulations made pursuant thereto;

(m) "**HST**" means the harmonized sales tax payable pursuant to the *Excise Tax Act*, including the Province of Ontario's portion thereof;

(n) "***Income Tax Act***" means the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.), as amended from time to time, including the regulations made pursuant thereto;

(o) "**Initial Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(p) "**Interest**" means the undivided beneficial interest in the Property purchased by a Co-Owner pursuant to a Sale and Purchase Agreement, and includes any undivided beneficial interest in the Property continued to be owned by the Vendor, and "**Interests**" means every Interest;

(q) "***Land Transfer Tax Act***" means the *Land Transfer Tax Act*, R.S.O. c.L.6, as amended;

(r) "**LTT**" means the land transfer tax payable pursuant to the *Land Transfer Tax Act*;

(s) "**Net Income**" shall have the meaning attributed thereto in Section 6(j) of this Agreement;

(t) "**Notice Requisitioning an Ordinary Resolution**" shall have the meaning attributed thereto in Section 8 of this Agreement;

(u) "**Notice Requisitioning a Special Resolution**" shall have the meaning attributed thereto in Section 10 of this Agreement;

(v) "**Offer**" shall have the meaning attributed thereto in Section 19 of this Agreement;

(w) "**Operator**" means LV V CAPITAL MANAGEMENT INC., or the Designated Person that may be appointed as the Operator's replacement as determined in accordance with Section 10 of this Agreement**;**

(x) "**Ordinary Resolution**" means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 51% of the aggregate Interests in the Property;

(y) "**Planning Activities**" means the reports, plans, studies, audits, assessments, investigations, legal proceedings, procedures, filings, submissions, applications and/or any other actions taken or made in respect of or in furtherance of the rezoning of, or other land use planning matters related to, the Property;

(z) "**Property**" means the real property legally described on Schedule "1" annexed hereto;

(aa) "**Retained Interest**" shall have the meaning attributed thereto in Section 23 of this Agreement;

(bb) "**Sale and Purchase Agreement**" means the agreement of sale and purchase, or an agreement substantially in the form of the agreement of sale and purchase, entered into

LV V598-LV V617-41933

between the Vendor, as vendor, and each Co-Owner (other than the Vendor), as purchaser, pursuant to which each Co-Owner agreed to acquire its respective Interest in the Property. **"Sale and Purchase Agreements"** means every Sale and Purchase Agreement;

(cc) **"Special Resolution"** means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 85% of the aggregate Interests in the Property;

(dd) **"Transfer"** shall have the meaning ascribed thereto in Section 11 of this Agreement; and

(ee) **"Vendor"** means TSI-LV V INTERNATIONAL CANADA INC.

2. INTERPRETATION

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) the division of this Agreement into Articles, paragraphs, subparagraphs and schedules and the insertion of headings are provided for convenience only and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;

(b) all references to currency herein are references in Canadian dollars;

(c) any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto;

(d) any reference to an entity shall include and shall be deemed to be a reference to any entity that is a successor to such entity;

(e) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

3. TITLE

Legal title to the Property shall be held in the name of the Nominee, which shall hold such title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Vendor, to the extent of its Retained Interest, if any.)

4. MAILING ADDRESSES

The mailing address of the Nominee, the Vendor and the Operator shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee, the Vendor and/or the Operator may change its mailing address from time to time by giving notice in writing to that effect to all Co-Owners, pursuant to the notice provisions contained in this Agreement.

5. REPRESENTATIONS AND WARRANTIES OF THE NOMINEE AND OPERATOR

(a) The Nominee represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite power, capacity and corporate authority to act as nominee and to perform its obligations under this Agreement;

(iii) it shall not carry on any business other than for the purposes set forth in this Agreement;

(iv) it holds and shall continue to hold legal title to the Property as nominee and bare trustee for and on behalf of each Co-Owner to the extent of each Co-Owner's Interest; and

(v) it shall only deal with the Property in the manner and as provided for in this Agreement.

(b) The Operator represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite capacity and corporate authority to act as Operator, and to perform its obligations under this Agreement; and

(iii) it shall comply with its obligations as provided for in this Agreement.

6. OPERATION AND MANAGEMENT OF THE PROPERTY

The Co-Owners hereby appoint the Operator and the Operator hereby accepts the appointment as the operator and manager of the Property and agrees to undertake such Planning Activities as the Operator may determine in its discretion, acting reasonably, are required to rezone the Property to such use or uses as the Operator shall determine, acting reasonably, and in the best interest of the Co-Owners. The Operator agrees to carry out such Planning Activities and to operate and manage the Property in good faith and in the best interest of the Co-Owners. The Operator agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and to proceed diligently to make all necessary applications to rezone the Property to such use or uses as the Operator shall determine, in its reasonable discretion, and to use its reasonable commercial efforts, at the cost and expense of the Co-Owners, with such costs to be defrayed out of the Concept Planning Fund initially, to obtain all necessary approvals and consents from applicable governmental authorities in connection therewith. Subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have such general powers and authority to administer, manage, control, operate, finance, refinance, develop, lease, grant easements and other rights in, under and over, the Property and to do any act, take any proceeding, make any decision and execute and deliver any instrument, deed, agreement, affidavit or document necessary for or incidental to any of the foregoing, for and on behalf and in the name of the Co-Owners, or as the Co-Owners may so direct by Special Resolution. No person dealing with the Operator

LV V598-LV V617-41933

will be required to enquire into the authority of the Operator to do any act, take any proceeding, make any decision or execute and deliver any instrument, deed, agreement or document for or on behalf or in the name of the Co-Owners.

Without limiting the generality of the foregoing provisions of this Section 6, but subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have the following specific powers and authorities without further authority or approval from the Co-Owners:

(a) to engage such professional advisers and consultants as the Operator considers advisable in order to perform its duties hereunder;

(b) to open and operate one or more bank accounts in its name, as agent for the Co-Owners in respect of the Property with a Canadian chartered bank or trust company, into which the Operator may deposit all rentals, if any, and other income earned from the Property (if any) (which for greater certainty shall not include the Concept Planning Fund), and out of which account(s) all expenses properly relating to the Property shall be paid, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of such funds to cover all such expenses;

(c) to execute, deliver and carry out all other agreements which require execution by or on behalf of the Co-Owners with respect to the Property, including without limitation, any agreements required by any governmental or statutory authority having jurisdiction over or with respect to the Property, development agreements, site plan agreements, cost sharing agreements, easements and rights of way;

(d) to enter into lease and/or tenancy arrangements in respect of the Property or any part thereof and to collect all rentals and other income therefrom, if any, provided that nothing herein shall constitute a guarantee by the Operator of the payment of any rent by tenants;

(e) to pay all taxes, fees and other expenses relating to the orderly maintenance and management of the Property out of the Concept Planning Fund, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of funds to cover all such expenses;

(f) to commence or to defend on behalf of the Co-Owners, the Nominee, or itself, any and all actions and other proceedings pertaining to the Property or to the Co-Owners;

(g) to determine the amount and type of insurance coverage, if any, to be maintained in order to protect the Property and the Co-Owners from all usual perils of the type covered in respect of comparable properties and in order to comply with the requirements of any lenders of funds;

(h) to retain, employ and pay and discharge on behalf of the Co-Owners all servants, employees, advisors, consultants and/or contractors necessary to be retained for the management and operation of the Property, including, without limitation, for matters relating to its rezoning and development;

(i) to contract on behalf of the Co-Owners for water, gas, electricity and other utility services and commodities, including cable and telephone services necessary for the development, operation and maintenance of the Property; and

(j) to distribute the Net Income from the ownership, operation, use, financing, refinancing, and/or sale of the Property (if any) to each Co-Owner, proportionate to its respective Interest. For the purposes of this Agreement, "**Net Income**" shall mean the gross receipts (which, for greater certainty, shall not include the Concept Planning Fund) derived in any way from dealing with the Property, received by or on behalf of the Co-Owners from the ownership, operation, use, leasing, financing, refinancing, sale of, and/or development and/or any other dealing with of the Property, minus the aggregate of all proper expenses and charges incurred in connection therewith, calculated on an accrual basis, including:

(i) payment of principal and interest owing to mortgagees or other encumbrancers, or other lenders;

(ii) realty taxes, property tax assessments, charges or levies made by any duly constituted governmental or statutory authority, due and owing and secured by a right or apparent right to claim a lien or charge upon the Interests, or any of them, or the Property, and money due and owing from improvements to the Property secured by a lien or charge in favour of materialmen or workmen or trade contractors or other like persons or corporations upon the Interests, or any of them, or the Property;

(iii) all costs and expenses of any sale, financing or refinancing;

(iv) all development costs and expenses;

(v) all costs and expenses of operating, maintaining, leasing, managing, using, and/or developing the Property, and the costs and expenses of repair;

(vi) lighting, electricity and public utilities costs and expenses;

(vii) professional fees reasonably attributed to the Property, its operation, use, financing, refinancing, sale and/or development;

(viii) all other costs, expenses or disbursements which are properly attributable to the Property, except payments to the Co-Owners on account of capital or distribution of Net Income; and

(ix) reserves in such amount as deemed appropriate by the Operator from time to time, including without limitation for the purposes of replacement of major equipment, major renovations and repairs, leasehold improvements, marketing costs and any other reserves normally required for the prudent operation, use, financing, refinancing, sale and/or development of a like property.

Each Co-Owner shall have a proportionate beneficial interest in all of the gross cash receipts derived from the Property and shall be responsible for its proportionate share of the expenses and charges incurred in connection with the Property, in each case proportionate to its respective Interest. Each Co-Owner hereby irrevocably directs the Operator to pay its proportionate share of such expenses and charges out of its proportionate share of such gross cash receipts, as well as out of the Concept Planning Fund.

Each Co-Owner hereby confirms and acknowledges that neither the Operator nor any of its officers, directors, employees, advisors, consultants, agents or representatives has made any warranty or representation, or given any advice:

LV V598-LV V617-41933

(k) as to or in respect of the tax treatment of the purchase, disposition or holding of the Interest by a Co-Owner; or

(l) as to the timing of the rezoning or sale or development of the Property or the returns attainable by the Co-Owners upon a sale or lease of or other dealing with the Property.

Each Co-Owners acknowledges that he has been advised to seek his own independent legal and tax counsel prior to entering into a Sale and Purchase Agreement and this Agreement.

7. AUTHORITY TO WITHHOLD

The Operator is authorized to withhold any amounts required to be withheld from any distribution or other payment to a Co-Owner pursuant to the provisions of the *Income Tax Act* and to make payment of any such amount on behalf of a Co-Owner to the CRA, on account of taxes as may be required by law.

8. POWERS EXERCISABLE BY ORDINARY RESOLUTION

Notwithstanding anything to the contrary contained in this Agreement, the following powers shall only be exercisable by the Operator after an Ordinary Resolution is passed by the Co-Owners:

(a) approving the sale or exchange of all or any part of the Property (other than the sale of Interests by the Operator pursuant to Sale and Purchase Agreements);

(b) approving a proposal or plan to develop the Property;

(c) subject to Section 17, consenting to the amendment of this Agreement, provided that, no amendment to this Agreement shall impose or increase any financial or other obligations upon any of the Nominee of the Operator, or in any way adversely affect the Nominee or the Operator, without the prior written approval of the Nominee or the Operator, as the case may be;

(d) approving or ratifying the making of an Additional Advance by the Operator, in accordance with Section 18; or

(e) requiring that the financial statements for the Property be audited.

Other than a matter which under the terms of this Agreement requires a Special Resolution, the Operator may at any time and from time to time by notice in writing to all Co-Owners substantially in the form annexed hereto as Schedule "2" (the "**Notice Requisitioning an Ordinary Resolution**") request the Co-Owners to consider and approve any matter relating to the Property not requiring a Special Resolution. The Notice Requisitioning an Ordinary Resolution shall specify with reasonable detail the matter to be approved by the Co-Owners.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution. If the Operator fails to deliver such Notice Requisitioning an Ordinary Resolution within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or a group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the

LV V598-LV V617-41933

Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution which the Operator failed to deliver within the time provided in this Section 8 for the Operator to do so.

9. POWERS EXERCISABLE BY SPECIAL RESOLUTION

The following powers shall only be exercisable by Special Resolution passed by the Co-Owners:

(a) terminating the appointment of the Operator and appointing a new Operator from time to time, in accordance with the provisions of Section 10;

(b) instituting or continuing an action or suit against the Operator for damages based upon the fraud or gross negligence of the Operator in the performance of its obligations under this Agreement;

(c) requiring the Operator to remove the incumbent independent firm of chartered accountants qualified in Canada appointed pursuant to Section 16 and requiring the Operator to appoint a replacement; or

(d) apppointing a replacement for the Nominee in the event that the Nominee should be wound up or dissolved or be declared a bankrupt, such replacement to hold legal title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Operator if it retains any Retained Interest.)

10. CONTROL AND AUTHORITY VESTS WITH CO-OWNERS

The Co-Owners may by Special Resolution terminate and remove the Operator (in its capacity as Operator and not as a Co-Owner)and appoint a new Operator in its place and stead. Such new Operator shall be bound by all of the terms of this Agreement and shall execute an agreement confirming that it is bound under this Agreement as if it was an original signatory thereto.

Upon termination, the Operator terminated shall forthwith upon request of the person designated in the Special Resolution as the replacement Operator (the "**Designated Person**") do the following:

(a) deliver all agreements, documents, instruments, books and records and writings relating to the Property in its possession to the Designated Person, including, without limitation, the Co-Owners Record;

(b) execute and deliver such consents, acknowledgements and assignments pertaining to the Property and any Planning Activities as the Designated Person may require;

(c) cause its representatives on the board of directors of the Nominee to execute resignations as directors and officers forthwith after being required to do so by the Designated Person, provided the Nominee shall continue to indemnify such directors and officers in accordance with its by-laws in existence at the date hereof;

(d) execute and deliver a release in form and content satisfactory to the Designated Person, acting reasonably, releasing the Nominee and the Co-Owners from any liability, provided that: (i) the release by the Operator shall not release the Co-Owners from their obligation to continue to indemnify the Operator pursuant to Section 21 hereof; and (ii) the

LV V598-LV V617-41933

Operator receives a release in form and content satisfactory to the Operator, acting reasonably, executed by the Nominee and by the Designated Person for and on behalf of itself and each of the Co-Owners, releasing the Operator from any liability, and the Co-Owners expressly acknowledge and agree that the Designated Person shall have the power and authority to deliver such release, without any further approval or authorization required from the Co-Owners;

(e) do all things necessary and execute all necessary documents to effect the change of shareholders of the Nominee as directed by the Designated Person; and

(f) otherwise co-operate and assist to carrying out and giving effect to each of the actions set out in Section 10(a), (b), (c), (d) and (e) above.

The Operator may at any time and from time to time by notice in writing, substantially in the form annexed hereto as Schedule "3" (the "**Notice Requisitioning a Special Resolution**") to all Co-Owners, request the Co-Owners to consider and approve any matter relating to the Property requiring a Special Resolution pursuant to the terms of this Agreement. The Notice Requisitioning a Special Resolution shall specify with reasonable detail the matter to be considered and approved by Special Resolution.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning a Special Resolution with respect to any matter relating to the Property, including any matter requiring a Special Resolution pursuant to this Agreement. If the Operator fails to deliver such Notice Requisitioning a Special Meeting within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the Notice Requisitioning a Special Resolution which the Operator failed to deliver within the time provided in this Section 10 for the Operator to do so.

11. CO-OWNERS RECORD AND TRANSFERS OF INTEREST

The Operator shall record and at all times maintain and keep up to date a record of the names, addresses and other contact information for the Co-Owners, and the Interest held by each of the Co-Owners as well as particulars of any Transfer of Interests (collectively, the "**Co-Owners Record**").

No Co-Owner shall sell, transfer, assign, mortgage, pledge, grant a security interest or otherwise encumber or dispose of its Interest in the Property (each, a "**Transfer**"), except in compliance with any applicable requirements of the *Securities Act* (Ontario) and any other applicable legislation and otherwise in accordance with the provisions of this Agreement, if and to the extent required.

A Co-Owner may Transfer an Interest or part thereof provided that such Co-Owner complies and satisfies each of the following conditions:

(a) the transferor first delivers to the Operator an original or notarial copy of the executed document or instrument effecting the Transfer which shall be in such form as may be acceptable to the Operator, acting reasonably;

(b) the transferee agrees in writing and in such form as may be acceptable to the Operator, to be bound by the terms of this Agreement and upon completion of the Transfer to

LV V598-LV V617-41933

assume the obligations of the transferor under this Agreement in respect of the Interest subject to the Transfer;

(c) the transferor delivers or causes to be delivered to the Operator a direction addressed to both the Nominee and the Operator, in form and substance satisfactory to the Operator and the Nominee, directing the Nominee to execute and deliver a Declaration of Trust for the Interest subject to the Transfer in favour of the transferee;

(d) the transferee pays such costs, expenses and disbursements, including legal fees, as are reasonably incurred by the Operator by reason of the Transfer;

(e) the transferee pays all applicable HST pursuant to the *Excise Tax Act*, and all applicable LTT pursuant to the *Land Transfer Tax Act*, and makes or causes to be made any and all necessary filings, payments and remittances within the time periods required therefor under the provisions of the *Excise Tax Act* and the *Land Transfer Tax Act* and the respective regulations thereunder;

(f) the transferor either provides the transferee with evidence reasonably satisfactory to the transferee that the transferring Co-Owner is not then a "non-resident" of Canada within the meaning of the *Income Tax Act* or provide the transferee with a certificate pursuant to subsection 116(2) of the *Income Tax Act* with a certificate limit in an amount not less than the purchase price for the Interest subject to the Transfer; provided that if such evidence or certificate is not forthcoming, the transferee shall be entitled to make the payment of tax required under section 116 of the *Income Tax Act* and to deduct such payment from the purchase price for the Interest subject to the Transfer;

(g) the transferee executes and delivers to the Operator a counterpart of the Agreement; and

(h) the transferor provides such other documents, agreements, acknowledgements and confirmations as may be required by the Operator or by law (including compliance by the transferring Co-Owner with the provisions of the *Securities Act* (Ontario) if and to the extent applicable).

When a transferee of an Interest is entitled to become a Co-Owner pursuant to the provisions hereof, the Operator will:

(i) record a Transfer of the Interest; and

(j) forward a Declaration of Trust to the transferee in respect of the Interest so transferred.

For the avoidance of doubt, a Transfer by Co-Owner may include a transfer into trust, in which case the terms "sale and purchase agreement", "Purchaser", "purchase", "purchased", and "sale", wherever such terms appear in this Agreement, shall be read so as to recognize that such Transfer is not a purchase and sale transaction between a Co-Owner and a purchaser but a transaction in the nature of a transfer into trust by the transferring Co-Owner to a trustee. Nothing in this Section 11 shall be construed to affect the provisions of Section 12 of this Agreement.

12. OPERATOR NOT BOUND TO SEE TO TRUST OR EQUITY

Other than pursuant to the terms of the Declaration of Trust, the Operator shall not be bound to see to the execution of any trust, express, implied or constructive, or any charge, pledge or equity to which any Interest is subject, or to ascertain or inquire whether any sale or transfer of any such Interest by any Co-Owner or by his personal representatives is authorized by such trust, charge, pledge or equity, or to recognize any person having any interest therein except for the person or persons recorded by the Operator as the Co-Owner.

LV V598-LV V617-41933

13. INCAPACITY, DEATH, INSOLVENCY OR BANKRUPTCY

Where a person becomes entitled to an Interest by incapacity, death, insolvency or bankruptcy of a Co-Owner or otherwise by operation of law, in addition to the requirements of Section 11 hereof, that person will not be recorded as or become a Co-Owner until:

(a) he produces evidence satisfactory to the Operator of such entitlement; and

(b) he has delivered such other evidence, approvals and consents in respect of such entitlement as the Operator may require and as may be required by applicable law or by this Agreement.

14. DECLARATIONS OF TRUST

A separate Declaration of Trust shall be executed and delivered by the Nominee to each Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of a Co-Owner to the extent of the Co-Owner's Interest. Provided that the Transfer of an Interest has been effected in accordance with the provisions of Section 11 of this Agreement, a separate Declaration of Trust shall be executed and delivered by the Nominee to each transferee Co-Owner of an Interest from a transferring Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of the transferee Co-Owner to the extent of such Co-Owner's Interest.

15. LOST DECLARATIONS OF TRUST

Where a Co-Owner by notice in writing advises the Operator that the Declaration of Trust with respect to such Co-Owner's Interest has been defaced, lost or destroyed or wrongly taken, the Operator may cause a new Declaration of Trust to be issued, provided that the Co-Owner files with the Operator an indemnity in such form as is satisfactory to the Operator to indemnify the Operator, the Nominee and the other Co-Owners from any loss, cost, liability or damages that it or they may incur or suffer by complying with the request to issue a new Declaration of Trust, and provided further that the Co-Owner satisfies all other reasonable requirements of the Operator, including delivery of a form of proof of loss.

16. BOOKS AND RECORDS AND FINANCIAL REPORTS

The Operator will keep or cause to be kept on behalf of the Co-Owners at the Operator's principal place of business in Ontario:

(a) full and accurate books of account and records of all financial transactions relating to the Property including, without limitations, the receipts and expenditures relating to the Property and the Concept Planning Fund;

(b) the Co-Owners Record setting out the name and address of each Co-Owner; and

(c) copies this Agreement and all counterparts.

At any time upon 10 Business Days written notice to the Operator a Co-Owner may request the Operator to examine any of the documents noted in clauses (a) and (b) above at the office of the Operator and may take copies thereof provided that such requesting Co-Owner pays the reasonable cost to the Operator for making such copies, provided further that any such requesting Co-Owner shall have first provided an affidavit and undertaking, in form and substance satisfactory to the Operator, acting reasonably, duly sworn before a notary public or other individual authorized to administer oaths in the jurisdiction of residence of the

LV V598-LV V617-41933

Purchaser, stating: (aa) the name and address of such requesting Co-Owner, and that the Co-Owner is a Co-Owner; (bb) that the Co-Owners Record shall not be used by the requesting Co-Owner or any other person except in connection with a *bona fide* effort to influence the voting by Co-Owners on an Ordinary Resolution or a Special Resolution; (ccc) that the information so provided is subject to applicable privacy rules and regulations; (ddd) that none of the information provided pursuant to clause (a) above shall be disclosed by or on behalf of the requesting Co-Owner to any person who is not a Co-Owner, that such information is proprietary to the Operator and the Co-Owners, and that its disclosure could cause irreparable harm to the other Co-Owners and the Operator; (eee) that the requesting Co-Owner will not, directly or indirectly, offer for sale or purchase, or otherwise traffic in, a list or copy of a list of the Co-Owners or any information contained in the Co-Owners Record; (fff) the requesting Co-Owner acknowledges and agrees that in the event of a breach of any of the covenants, provisions and restrictions in affidavit, the Co-Owners' and Operator's remedy in the form of monetary damages may be inadequate and that the Operator, for itself and on behalf of the other Co-Owners, shall be authorized and entitled, in addition to all other rights and remedies available to it and them, to apply for and obtain from any court of competent jurisdiction interim and permanent injunctive relief and an accounting of all profits and benefits arising out of such breach; and (ggg) that the requesting Co-Owner shall indemnify and hold harmless the Operator and the Nominee and the other Co-Owners from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee or the other Co-Owners by reason of any breach by such requesting Co-Owner of any of the covenants, provisions and restrictions contained in the affidavit.

The Operator shall provide or cause to be provided to each Co-Owner not later than 120 days after the end of each calendar year, financial statements showing the financial results for the Property for such calendar year. The Operator shall retain, at the expense of the Co-Owners, an independent firm of chartered accountants qualified in Canada to prepare such financial statements. Such financial statements shall contain a balance sheet, and a statement of cash flows and shall be prepared in accordance with Canadian accounting standards for private enterprises ("**ASPE**") applicable to the real estate industry in Canada and applied on a consistent basis from year to year. The financial statements shall not be required to be audited unless the Co-Owners by Ordinary Resolution require audited financial statements. For greater certainty, the funds in the Concept Planning Fund are hereby recognized as being the funds of the Operator, not of the Co-Owners.

17. AMENDMENT OF AGREEMENT

This Agreement may be amended in writing on the initiative of the Operator with the consent of the Co-Owners given by Ordinary Resolution. Notwithstanding the foregoing, the Operator may, without any prior notice to or consent from the Co-Owners amend any provision of this Agreement from time to time:

(a) to cure an ambiguity or to correct or supplement any provision contained herein which, in the reasonable opinion of the Operator, may be defective or inconsistent with any other provision contained herein, and with respect to which the cure, correction or supplemental provision does not and will not adversely affect the Interests of the Co-Owners; or

(b) to make such other provisions in regard to matters or issues relating to or arising under this Agreement which, in the reasonable opinion of the Operator, do not and will not adversely affect the Interests of the Co-Owners.

LV V598-LV V617-41933

The Operator agrees to inform the Co-Owners by written notice within 60 days following the effective date of an amendment to this Agreement and provide copies of the amending agreement within the said 60 days.

18. PLANNING ACTIVITIES AND CONCEPT PLANNING FUND

As agent for the Vendor, the Operator shall deposit an amount equivalent to the Concept Planning Fund Contribution (as such term is defined in each Sale and Purchase Agreement) received by the Vendor under every completed Sale and Purchase Agreement into a single, segregated account (the "**Concept Planning Fund**") to be in the name of the Operator and to be used by the Operator solely for the purpose of paying the costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities, and those costs and expenses enumerated in Section 6(j) of this Agreement.

The Concept Planning Fund is intended to be a deposit account. Each Co-Owner's respective proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Co-Owner following completion of the sale of the Property. Each Co-Owner's share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of this Agreement) will be paid by the Co-Owner and deducted from his proportionate share of any sale proceeds receivable by him, if and when the Property is sold or otherwise disposed of. Each Co-Owner hereby irrevocably authorizes and directs the Operator to withhold from his proportionate share of any amounts otherwise receivable by it under this Agreement the amount of any such shortfall, and to pay such amount to the Operator.

The Operator shall keep proper and accurate records and details of all expenses paid out of the Concept Planning Fund, and at the request of the Vendor, provide access to the Vendor's representatives to such records and details of expenses to permit the Vendor to satisfy itself that such expenses were paid in accordance with the provisions of this Agreement.

The Operator shall prepare, perform and take or cause to be prepared, performed and taken all Planning Activities as it determines in its reasonable discretion are necessary for and on behalf of the Co-Owners including, without limitation, the following:

(a) surveys and concept plans in connection with the rezoning of the Property;

(b) in the reasonble discretion of the Operator, engage all consultants and professionals including, without limitation, legal counsel with respect to rezoning of the Property or any other Planning Activities;

(c) enter into or request the Nominee to enter into and deliver any documents, consent, acknowledgements or agreements including, without limitation, easements, rights in the nature of an easement, transfers, undertakings, applications, appeals and/or any other similar or related agreements or documents which may be required in the reasonable discretion of the Operator in connection with the Planning Activities;

(d) pay for all costs and expenses associated with Planning Activities, municipal property taxes and the cost of maintaining the Property, out of the Concept Planning Fund, and if insufficient, out of additional funds provided by the Co-Owners; and

(e) keep detailed records and accounts for or pertaining to the Planning Activities.

LV V598-LV V617-41933

If the amount set aside in the Concept Planning Fund is not sufficient to defray all costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities and those costs and expenses enumerated in Section 6(j) of this Agreement, the Operator, in the exercise of its absolute discretion, and without the approval of the Co-Owners, may advance to the Co-Owners an amount or amounts on account of such shortfall to a maximum of 5% of the aggregate purchase prices paid by all Co-Owners for their respective Interests(collectively, the "**Initial Advance**"). The Initial Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance made to the Co-Owners out of the proceeds of the sale of the Property.

If the cost of Planning Activities exceeds the combination of the Concept Planning Fund and the Initial Advance, the Operator, as it deems necessary in the exercise of its absolute discretion but subject to the approval of the Co-Owners by way of an Ordinary Resolution, may advance to the Co-Owners additional amounts as may be required for such purposes (collectively, the "**Additional Advance**"). The Additional Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, after repayment of the Initial Advance, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance and the Additional Advance made to the Co-Owners out of the proceeds of the sale of the Property.

19. SALE OF THE PROPERTY

Any offer to purchase the Property received by the Operator or the Nominee, which the Operator deems acceptable (the "**Offer**") shall be presented to all of the Co-Owners for consideration and if approved by an Ordinary Resolution such Offer shall be accepted by the Nominee and such acceptance shall be binding upon all of the Co-Owners. Any sale of the Property by the Nominee resulting from an Offer the acceptance of which was approved by an Ordinary Resolution of the Co-Owners shall be deemed to include the sale by the Co-Owners of the Interests.

The Co-Owners hereby agree that Operator shall have the right, exercisable by notice in writing to the Co-Owners within 30 days after the Co-Owners have passed an Ordinary Resolution to accept the Offer, to purchase the Property at the same price and on the same terms and conditions as are contained in the Offer approved by Ordinary Resolution of the Co-Owners.

If the Operator fails to provide the notice exercising its right to purchase the Property on the same terms and conditions as are contained in the Offer within the said 30 days, then the Nominee shall accept the Offer and complete the transaction with the party that made the Offer the acceptance of which was approved by Ordinary Resolution of the Co-Owners.

20. HST AND LTT

Each of the Co-Owners hereby authorizes the Operator to make any and all filings, payments and/or remittances for HST with respect to the purchase by each Co-Owner of his respective Interest and any other payments of HST applicable to the services provided to the Nominee or in respect of the Property or the Interest of a Co-Owner.

Each Co-Owners hereby authorizes the Operator to carry out any HST reporting or filing obligations that are required in respect of the Interests or the Property. Such authority shall

LV V598-LV V617-41933

include the execution of any documents that have to be or which may be advisable to be executed under the *Excise Tax Act*. The Operator shall to the extent required under the *Excise Tax Act* make and satisfy all filing and reporting obligations of a Co-Owner with respect to the Interest of the Co-Owner and shall provide each Co-Owner with copies of such filings and reports.

Each of the Co-Owners hereby authorizes the Operator to make any and all filings payments and/or remittances, from funds provided by the Co-Owner, relating to LTT arising from the purchase by each Co-Owner from the Vendor of his respective Interest in the Property. For greater certainty, each of the Co-Owners hereby authorizes the Operator on behalf of the Co-Owner and with the Co-Owner's funds to make any and all payments, remittances and filings under the provisions of the *Land Transfer Tax Act* relating to LTT and within the time period required therefor under the *Land Transfer Tax Act*, arising from the acquisition and/or ownership of the Interest. The Operator shall provide each Co-Owner with copies of such filings and evidence of the payments and remittances upon the written request of a Co-Owner.

21. POWER OF ATTORNEY

Each Co-Owner hereby nominates, constitutes and appoints each of the Operator and the Nominee, acting alone or together, with full power of substitution, as his true and lawful attorney and agent with full power and authority in his name, place and stead, for his use and benefit, to do the following, as fully and effectually as the Co-Owner could do if personally performed including, without limitation:

(a) execute and deliver all such documents or instruments on behalf of and in the name of the Co-Owners, or any of them, as may be deemed necessary by the Operator to carry out fully the provisions of this Agreement in accordance with its terms;

(b) execute, swear to, acknowledge, deliver, file and/or remit to or with the Ministry of Finance (Ontario) pursuant to the *Land Transfer Tax Act*, as amended, all necessary returns and payment or remittances in connection with the acquisition by the Co-Owners of their respective Interests in the Property;

(c) execute, acknowledge, deliver and file and/or remit to or with the CRA, all necessary instruments, declarations, certificates and other documents, and remittances relating to HST;

(d) execute, acknowledge, deliver and file as and where required any election made pursuant to subsection 273(1) of the *Excise Tax Act* as contemplated in each Purchase Agreement;

(e) execute and deliver all conveyances, agreements, documents and other instruments pertaining to the sale, development, redevelopment, financing, refinancing or leasing of the Property as the Operator determines in its sole discretion is in the best interests of the Co-Owners, and as permitted by this Agreement or authorized by Ordinary Resolution or Special Resolution of the Co-Owners; and

(f) execute, acknowledge, deliver and file any and all CRA non-resident personal income tax returns.

Each Co-Owner acknowledges and confirms that the power of attorney granted herein is made pursuant to the *Powers of Attorney Act* (Ontario) and is a power coupled with an interest, will survive the death, disability or other legal incapacity of the Co-Owner and will survive the assignment (to the extent of the Co-Owner's obligations hereunder) by the Co-Owner of the whole or any part of his Interest and extends to the heirs, executors, administrators, successors

LV V598-LV V617-41933

and assigns of the Co-Owner and may be exercised by the Operator or the Nominee, acting alone or together, executing on behalf of the Co-Owners, or any of them, any instrument, by listing all of the Co-Owners to be bound by such instrument with a single signature as attorney and agent for all of them, or otherwise. Each of the Co-Owners agrees to be bound by any representations and actions made or taken in good faith and in accordance with the terms of this Agreement by the Nominee and/or the Operator pursuant to such power of attorney in accordance with the terms hereof and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the Nominee or the Operator taken in good faith under such power of attorney. The Operator shall, at the written request of a Co-Owner, provide such Co-Owner with copies of any of the documents or instruments executed, sworn, delivered, acknowledged or remitted by the Operator for and on behalf of that Co-Owner only under the power of attorney provided for in this Section 21.

22. INDEMNIFICATION

Each of the Co-Owners hereby agrees, severally and not jointly or jointly and severally, to indemnify and hold harmless the Operator and the Nominee from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee, or by any one or more attorneys appointed by it or them under the power to substitute pursuant to the power of attorney provision contained in Section 21 above, by reason of acts, omissions or alleged acts or omissions arising out of the activities of the Operator or the Nominee on behalf of the Co-Owners or in furtherance of the Interests of the Co-Owners but only if the acts, omissions or the alleged acts or omissions in respect of which any actual or threatened action, proceeding or claim are based, were performed in good faith and in accordance with the Agreement.

23. VENDOR'S RIGHT TO RETAIN AN INTEREST

The Co-Owners acknowledge and agree that the Vendor has the right, but not the obligation, to retain an undivided beneficial Interest in the Property (a "**Retained Interest**"), to whatever extent it wishes, and the Vendor to the extent of any such Retained Interest shall for the purposes of this Agreement be a Co-Owner and be deemed to be bound by this Agreement. The Vendor may at any time and from time to time Transfer and assign all or any part of such Retained Interest to any person or persons it deems appropriate and upon such Transfer or assignment, the assignee or transferee thereof shall execute a counterpart of this Agreement and shall be a Co-Owner to the extent of the Retained Interest so transferred or assigned.

24. COMPETING INTERESTS

Each of the Co-Owners and the Operator is entitled, without the consent of any of the others of them, to own property and to carry on any business or activity whatsoever, whether of the same or different nature as that owned by or carried on by any of them, and whether or not in competition with the Interests, the Property or any activity carried on by any of them, and neither any Co-Owner nor the Operator shall be liable to account to any of the other of them.

25. NOTICES

Any notice or communication required or permitted to be given to the Nominee, the Vendor, the Operator or the Co-Owners hereunder shall be in writing and shall be given by delivery or by mailing to same to be addressed as follows:

(a) To the Nominee, the Vendor or the Operator, at its respective mailing address provided in Section 4 above.

LV V598-LV V617-41933

(b) To each Co-Owner at his last address shown on the Co-Owners Record maintained by the Operator.

Any notice or communication delivered as aforesaid shall be in the English language but may be accompanied by an unofficial translation and shall be deemed to have been given to the addressee on the day of delivery, if delivered by courier or, if mailed as aforesaid, shall be deemed to have been given to the addressee on the 10th Business Day following the mailing of such notice, provided that, for such purposes, no day during which there shall be a strike or other occurrence which shall interfere with normal mail services shall be considered a Business Day. If delivery of any notice or communication is made via fax, delivery shall be deemed to have been made on the day following the sending of the fax unless such day is not a Business Day, in which case delivery shall be deemed to have been made on the next Business Day.

26. FURTHER ACTS

The parties hereto agree to execute and deliver such further and other documents and to perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

27. BINDING EFFECT

Subject to the restrictions on Transfers herein contained, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and permitted assigns.

28. SEVERABILITY

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts, by original or facsimile signature, with the same affect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same agreement.

30. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, in the Country of Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

31. DISPUTE RESOLUTION

Any disputes, claims, disagreements, differences, (including, without limitation, interpretation, performance and enforcement) (collectively the "**Dispute**") that may arise between the Co-Owners or any of them and/or the Operator and/or the Nominee relating in any manner to this Agreement, the Property, or the Interests or any of them, shall attempted to be resolved by mediation and if such mediation is not successful, then by arbitration.

LV V598-LV V617-41933

Upon written demand of the Nominee, the Operator or the Co-Owners or any them and within 10 days after such demand, the parties shall attempt to appoint a mediator. If within such period of time they are unable to agree on a mediator, the Dispute shall be resolved by arbitration. If the parties to the Dispute are unable to agree upon a single arbitrator within 10 days after a demand has been made by any party to the Dispute to appoint a single arbitrator then, any party to the Dispute may apply, to a Justice of the Superior Court of Justice sitting in the City of Toronto, in the Province of Ontario, Canada for the appointment of an arbitrator.

The arbitration shall proceed in accordance with the provisions of the *Arbitration Act*, 1991 (Ontario) and any amendments or successor legislation thereto, which provisions shall apply *mutatis mutandis*. The arbitrator shall have the power to determine the procedure for the arbitration and to deliver his or her award notwithstanding the default by any party in respect of any procedural order made by the arbitrator.

The arbitrator shall proceed immediately to hear and determine the Dispute. The award of the arbitrator shall be made within 30 days after the appointment of the arbitrator, subject to any reasonable delay due to unforeseen circumstances. The award of the arbitrator shall be in writing and signed by the arbitrator, and shall be final and binding on the parties to the Dispute, not subject to any appeal, and the parties to the Dispute shall abide by the award and perform the terms and conditions thereof. The arbitration award shall deal with the costs of arbitration and all matters related thereto including the arbitrator's fees and expenses. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Unless otherwise mutually agreed, any mediation or arbitration of a Dispute shall take place in the Municipality of Metropolitan Toronto, in the Province of Ontario, in the Country of Canada.

32. NO INTENTION TO CREATE A PARTNERSHIP

The Co-Owners acknowledge, agree and declare that the entering into of this Agreement does not, and is not intended to, create a partnership, for any purpose. The Co-Owners further agree that nothing herein is to be construed as a limitation of the powers or rights of any Co-Owner to carry on its separate respective activities. Except for the Operator as contemplated in this Agreement, none of the Co-Owners shall have the right to bind any of the other Co-Owners, transact any business in any of the other Co-Owners names or on their behalf or incur any liability for or on behalf of any of the other Co-Owners. The Co-Owners agree that they shall each report their income or loss arising from the ownership of their Interests, for both accounting and income tax purposes, and to the applicable taxing authorities, as co-venture parties independent of one another, and not as partners in a partnership.

33. NO RIGHT TO PARTITION, ETC.

Each of the Co-Owners, by becoming a party to this Agreement, agrees and will be deemed to have agreed that he will not seek any remedy or right for the termination of this Agreement which would otherwise be available at law or in equity or for the termination of the co-ownership of the Property or which would otherwise be available pursuant to the *Partition Act*, R.S.O. 1980, c. 369,) and any amendments or successor legislation thereto, and each such Co-Owner shall be forever estopped from asserting otherwise and from seeking such remedy or right. In the event of any breach of the provisions of this Section 33 by a Co-Owner, the other Co-Owners and the Operator shall, in addition to all rights and remedies at law or in equity to which it is or they are otherwise entitled, be entitled to a decree or order

LV V598-LV V617-41933

perpetually restraining and enjoining such partition, application, action or other proceeding, and the first-mentioned Co-Owner shall not plead in defence thereto that there would be an adequate remedy at law, it being acknowledged by all the parties hereto that the injury and damages flowing from any such breach would be impossible to measure monetarily.

34. TIME

Time shall be of the essence of this Agreement.

35. REFERENCE DATE

This Agreement is dated for reference as of the 30TH day of January 2015.

IN WITNESS WHEREOF this Agreement is executed with effect as of the day and year first above written.

EXECUTED this 24TH day of JUNE 2015 with effect as of the day and year first above written.

CO-OWNER

WITNESS

✓ SIGNATURE OF WITNESS

Signature of Witness

Print: CHIAKI HAYASHI

SIGNATURE OF CO-OWNER ★

Signature of Co-Owner

Print: AKIYO KOBAYASHI

LV V598-LV V617-41933

EXECUTED this 14TH day of AUGUST, 2015 with effect as of the day and year first above written.

LONDON VALLEY V INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

EXECUTED this 14TH day of AUGUST, 2015 with effect as of the day and year first above written.

TSI-LV V INTERNATIONAL CANADA INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

LV V CAPITAL MANAGEMENT INC.

EXECUTED this 14TH day of AUGUST, 2015 with effect as of the day and year first above written.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

1908

SCHEDULE "1"

Legal Description of Property

Lands and premises located in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lots 58 & 59 ETR Westminster Designated Parts 8 & 9, 33R2972; and PT LT 59, ETR Westminster as in 559255; Save & Except Part 1, Plan ER864297; City of London

LV V598-LV V617-41933

1910

SCHEDULE "2"

NOTICE OF REQUISITION OF ORDINARY RESOLUTION

By Co-Owners

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____, 201_ .

Witness	**Co-Owner**
_____	_____
Signature	Signature
Print: _____	Print: AKIYO KOBAYASHI
Address: _____	Address: _____
_____	_____

Unit Identification No. LV V598-LV V617

By Operator

NOTICE IS HEREBY GIVEN that the undersigned requests the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned signed to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____ , 201__.

LV V CAPITAL MANAGEMENT INC.

Per: _____

Name:
Title:
I have authority to bind the Corporation.

1912

Appendix 1

FORM OF ORDINARY RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____ , 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: AKIYO KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV V598-LV V617

Identification No. _____

1914

SCHEDULE "3"

NOTICE OF REQUISITION OF SPECIAL RESOLUTION

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners to approve the Special Resolution attached hereto as Appendix I **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Special Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Special Resolution.

Dated the _____ day of _____, 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: AKIYO KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV V598-LV V617

Identification No. _____

1916

Appendix I

FORM OF SPECIAL RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____, 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: AKIYO KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV V598-LV V617

Identification No. _____

1918

DECLARATION OF TRUST

Cert. No. LV V JP 5a66b9200f29ac3fa0ae244cc2a51b39

Interest: 20/797TH

ID. 41933 UDI. LV V598-LV V617

This is to certify that AKIYO KOBAYASHI is the owner of an undivided beneficial 20/797TH interest (the "Interest") representing a value of Two Hundred Thousand dollars of lawful money of Canada (C$200,000.00) in the real property located in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lots 58 & 59 ETR Westminster Designated Parts 8 & 9, 33R2972; and PT LT 59, ETR Westminster as in 559255; Save & Except Part 1, Plan ER864297; City of London (the "Property") and that LONDON VALLEY V INC., as the registered holder of title to the Property, declares and acknowledges that it is holding title to the Property in trust for and on behalf of AKIYO KOBAYASHI, to the extent of the Interest.

Reference is made to the co-owners agreement (the "Agreement") dated for reference as of the 30TH day of January 2015 among the owner of the Interest named in the within Declaration of Trust, TSI-LV V INTERNATIONAL CANADA INC., LONDON VALLEY V INC., LV V CAPITAL MANAGEMENT INC. and all other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of the Agreement. The Agreement provides for certain rights and obligations of the owners of undivided beneficial interest in the Property.

This Declaration of Trust and the Interest represented hereby are not transferable by delivery but only by the registered holder hereof, or by his agent duly authorized in writing, upon compliance with the provisions of the Agreement, including delivery to TSI-LV V INTERNATIONAL CANADA INC. at its principal office in Mississauga, Ontario, of this Declaration of Trust together with a duly executed transfer of beneficial interest in the form required by TSI-LV V INTERNATIONAL CANADA INC.

IN WITNESS WHEREOF LONDON VALLEY V INC. and TSI-LV V INTERNATIONAL CANADA INC. have caused this Declaration of Trust to be signed by its duly authorized officers this 14TH day of AUGUST 2015.

LONDON VALLEY V INC.

Per: D. Carl

Name:
Title:
I/We have authority to bind the Corporation

TSI-LV V INTERNATIONAL CANADA INC.

Per: D. Carl

Name:
Title:
I/We have authority to bind the Corporation

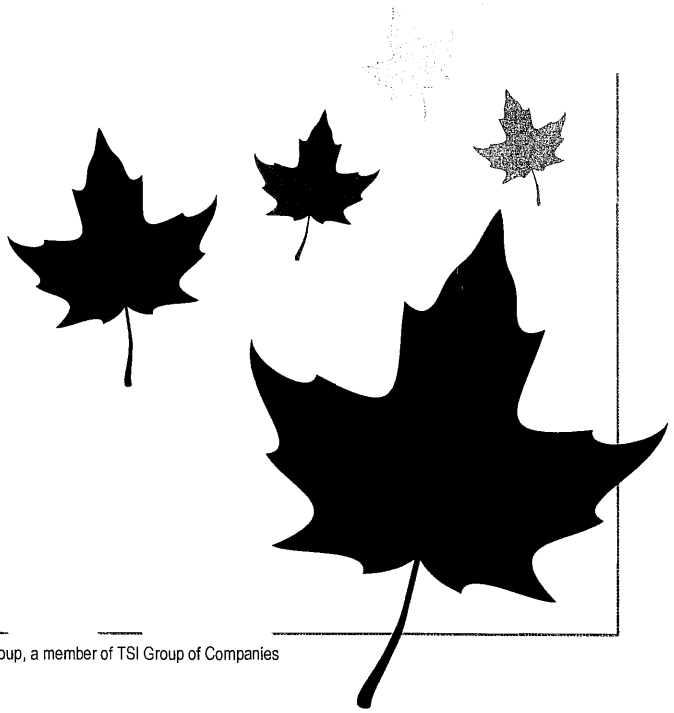
1920

JP 41921
7/9/2015

TSI INTERNATIONAL

LONDON VALLEY V INC.

AKIKO KOBAYASHI



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UNIT IDENTIFICATION NO. LV V548-LV V577

AGREEMENT OF SALE AND PURCHASE dated the 24TH day of JUNE, 2015.

BETWEEN

AKIKO KOBAYASHI,

Identification: DRIVER'S LICENSE (527730357761)

Address: 413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Phone Number: 81-776-27-5321

(hereinafter referred to as the "**Purchaser**")

-and-

TSI-LV V INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario,

(hereinafter referred to as the "**Vendor**");

-and-

LONDON VALLEY V INC.,
a corporation incorporated under the laws of the Province of Ontario

(hereinafter referred to as the "**Nominee**")

WHEREAS:

A. The Vendor is the beneficial owner of an undivided interest in a parcel of land described in Schedule "B" annexed to this Agreement (the "**Property**") and title to which Property is registered in the name of the Nominee.

B. The Vendor is engaged in the business of land banking, the prime focus of which is to locate and purchase raw land and to endeavour to rezone the land through the applicable land development process to an approved use determined by the Vendor to be suitable and appropriate in all of the circumstances, and to thereby enhance the value of the land.

C. The Purchaser acknowledges that rezoning of the Property is uncertain and may take many years to achieve, often six years or longer, and that there can be no assurance that rezoning will be obtained, or if obtained, to permit for such use or uses as were requested and/or otherwise on terms and conditions that are satisfactory.

D. The Vendor may from time to time sell undivided beneficial interests in the Property to various purchasers.

E. The Purchaser acknowledges that real estate investments are generally subject to various risks, including a lack of liquidity, the highly competitive nature of the real estate industry, changes in general economic conditions (such as the availability and cost of mortgage funds), conditions of supply and demand for any particular type of real estate in the particular area, government regulations and changes thereto (including uncertainties and delays in zoning, subdivision and development regulatory approval processes, taxation of

LV V548-LV V577-41921

property and environmental legislation), changes in governments and the political environment in the jurisdiction where the real estate is located, and sensitivity to interest rates, among other factors.

F. The Purchaser acknowledges having had the opportunity to review this Agreement and its schedules with its advisors and to conduct such due diligence investigations as the Purchaser deemed appropriate with respect to all matters pertaining to the Property and to the Vendor.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. SALE OF UNDIVIDED BENEFICIAL INTEREST IN LAND

1.1 The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser a 30/797TH undivided beneficial interest in the Property (the "**Purchaser's Land Interest**").

1.2 The Purchaser's Land Interest will be identified by the following designated identification number: LV V548-LV V577

2. . PURCHASE PRICE

2.1 The Purchaser shall pay the aggregate sum of Ten Thousand Dollars of lawful money of Canada (C$10,000.00) for each 1/797TH undivided beneficial interest in the Property upon execution of this Sale and Purchase Agreement, of which Nine Thousand Three Hundred Dollars Only (C$9,300.00) of lawful money of Canada will be paid on account of the purchase price for such interest, and Seven Hundred Dollars Only (C$700.00) of lawful money of Canada will be paid into a segregated account known as the "Concept Planning Fund" (the "**Concept Planning Fund**") to be used to defray costs, expenses and fees to be incurred in connection with the Property, as more particularly hereinafter described and as described in the Co-Owners Agreement (as such term is hereinafter defined).

2.2 The Purchaser hereby agrees to purchase the Purchaser's Land Interest for a total purchase price of TWO HUNDRED SEVENTY NINE THOUSAND DOLLARS ONLY of lawful money of Canada (C$279,000.00) (the "**Purchase Price**"), and to pay the amount of TWENTY ONE THOUSAND DOLLARS ONLY of lawful money of Canada (C$21,000.00) into the Concept Planning Fund (the "**Concept Planning Fund Contribution**"). All references in this Agreement to payments of money being made shall mean lawful money of Canada.

2.3 The Purchase Price excludes applicable harmonized sales tax (the "**HST**") pursuant to the *Excise Tax Act*, R.S.C. 1985, c E-15, as amended (the "**ETA**") and the Purchaser agrees to pay the HST in addition to the Purchase Price and the Concept Planning Fund Contribution, unless the Purchaser has obtained and inserted (or instructed to be inserted) its HST registration number set forth below on the signing page of this Agreement, below its signature, prior to acceptance of this Agreement by the Vendor, in which case the Purchaser hereby represents and warrants that it is a registrant for HST purposes under the provisions of the ETA, under such registration number.

2.4 Included in the Purchase Price and the Concept Planning Fund Contribution, the Purchaser shall be responsible for the payment of land transfer tax ("**LTT**") under

the *Land Transfer Act*, R.S.O., c L.6. as amended (the "**LTTA**"), in the amount of TWO THOUSAND NINE HUNDRED THIRTY ONE DOLLARS AND THREE CENTS of lawful money of Canada (C$2,931.03).

2.5 The Purchaser covenants to pay, make and submit all necessary payments, filings and remittances within the time periods required therefor under the provisions of the ETA, if applicable, and the LTTA, and the regulations thereunder. The Purchaser hereby authorizes the Vendor on behalf of the Purchaser and with the Purchaser's funds, to make any and all payments, filings and remittances within the time periods required therefore under the provisions of the ETA relating to HST, if applicable, and under the provisions of the LTTA relating to LTT required to be made by the Purchaser arising from its acquisition of the Purchaser's Land Interest. While the Vendor agrees to assist the Purchaser in submitting such payments, remittances and filings, for greater certainty, nothing herein contained shall oblige the Vendor to make any payments or remittances from its own resources or funds and all such payments and remittances and filings shall be the Purchaser's obligation.

2.6 Funds in the Concept Planning Fund shall be applied towards defraying future costs of every nature and kind related to the Property, including property management costs, costs, fees, and services incurred in connection with planning activities, development submissions, subdivision applications, operational costs and all other activities and matters concerning or related to the Property, as determined by the Operator (as such term is defined in the Co-Owners Agreement) which would be incurred by or on behalf of the Purchaser as a Co-Owner. The Concept Planning Fund is intended to be a deposit account. The Purchaser's proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Purchaser following completion of the sale of the Property. The Purchaser's proportionate share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of the Co-Owners Agreement) will be paid by the Purchaser (in its capacity as a Co-Owner) and deducted from its proportionate share of any sale proceeds receivable by it, if and when the Property is sold or otherwise disposed of.

3. PAYMENT OF THE PURCHASE PRICE

3.1 The Purchaser hereby agrees that the Purchase Price, the Concept Planning Fund Contribution, and all other amounts due and payable hereunder, shall be paid to the Vendor on the Closing Date (as hereinafter defined). Following the Closing Date, the Vendor shall deliver the Concept Planning Fund Contribution to the Operator for deposit into the Concept Planning Fund.

3.2 All payments of the Purchase Price, the Concept Planning Fund Contribution, and such other amounts shall be made through the appointed agent (the "**Vendor's Agent**"), the Vendor's authorised agent and representative in the jurisdiction of residence of the Purchaser, and the Vendor hereby directs the Purchaser to make all such payments to the Vendor's Agent, who is authorised by the Vendor to acknowledge receipt of the Purchase Price and other amounts paid hereunder.

4. CLOSING DATE, DELIVERIES, COSTS, NON-MERGER

4.1 The date on which this Agreement is signed by the Purchaser and is accepted and signed by the Vendor and the Nominee shall be the "**Closing Date**". On the Closing Date, in addition to delivering the Purchase Price and this Agreement, the Purchaser agrees to deliver to the Vendor's Agent a copy of the Co-Owners Agreement signed by the Purchaser.

LV V548-LV V577-41921

4.2 Within ninety (90) days after the Closing Date, the Vendor agrees to deliver to the Purchaser the following documents (the "**Closing Documents**"):

(a) this Agreement, duly executed by the Vendor and the Nominee;

(b) a Declaration of Trust (as hereinafter defined), duly executed by the Nominee; and

(c) the Co-Owners Agreement (as hereinafter defined), duly executed by the Nominee and Operator (as therein defined).

4.3 The Vendor shall pay for the cost of drafting and/or settling the Closing Documents. The Vendor shall not be obligated to pay any other costs associated with the purchase of the Purchaser's Land Interest.

4.4 This Agreement shall be irrevocable by the Purchaser for a period of 120 days following its execution and delivery to the Vendor or the Vendor's Agent. This Agreement shall only become binding upon the Vendor and the Nominee following the Vendor and the Nominee having each accepted this Agreement as signified by its respective execution of this Agreement where indicated below.

4.5 All representations, warranties and covenants of the Purchaser as set out in this Agreement shall not merge upon closing but shall survive closing and the Closing Date.

5. VENDOR REPRESENTATIONS AND WARRANTIES

5.1 The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in completing the sale and purchase transaction contemplated in this Agreement:

(a) the Vendor is the beneficial owner of the Purchaser's Land Interest with good and marketable title thereto, subject to Section 6.1;

(b) registered title to the Property and beneficial title to the Purchaser's Land Interest shall be good and marketable and clear and free from all mortgages, charges and financial liens on the Closing Date;

(c) the Vendor has the right, power and authority to sell the Purchaser's Land Interest as contemplated in this Agreement;

(d) the Vendor is a corporation properly constituted and in good standing under the laws of the Province of Ontario and the laws of Canada applicable therein; and

(e) the Vendor is not now and on the Closing Date will not be a non-resident of Canada within the meaning of the *Income Tax Act* (Canada), R.S.C. 1985, c.1 (5th Supp.), as amended from time to time.

6. EASEMENTS, LIENS, REGISTERED AGREEMENTS

6.1 Other than any mortgage, charge or financial lien which the Vendor is required to discharge pursuant to this Agreement, registered title to the Property, and beneficial title to the Purchaser's Land Interest, shall be subject to all other liens and encumbrances registered

LV V548-LV V577-41921

on title to the Property on the Closing Date or which may be registered against the title to the Property after the Closing Date, including those registered in connection with the rezoning or development process relating to the Property, and including, without limitation, agreements with the applicable municipality or region, agreements with public regulated utilities, easements for the supply of domestic utility or telephone services to the Property or properties which are adjacent to the Property, easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the Property or its proposed development, other registered restrictions or covenants that run with the lands, and the restrictions and reservations in the Crown patent.

7. PURCHASER(S)' REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 The Purchaser represents and warrants to and covenants in favour of the Vendor as follows:

(a) there are no liens, mortgages, judgements, executions or other encumbrances, related to or attaching to the Purchaser's Land Interest or any part thereof;

(b) the Purchaser shall keep the Purchaser's Land Interest and every part thereof free and clear of all liens, mortgages, other encumbrances, judgements or executions. The Purchaser warrants and represents that all such liens, mortgages, judgements, executions other encumbrances, if any, shall be discharged and removed forthwith at the Purchaser's sole cost and expense and the Purchaser shall hold harmless the Vendor and all other beneficial owners of undivided interests in the Property from time to time against any and all claims, liabilities, actions, cause of actions, charges, demands and costs, including solicitors fees in connection therewith; and

(c) the Purchaser will not register or cause to be registered this Agreement, the Co-Owners Agreement, notice of this Agreement, notice of the Co-Owners Agreement, notice of the Purchaser's Land Interest, or any caution against title to the Property and the Purchaser shall forthwith remove and discharge any such registration at its costs and expense, failing which the Vendor may do so at the cost and expense of the Purchaser.

7.2 The foregoing warranties, representations and covenants of the Purchaser shall not merge on closing but shall survive closing and the Closing Date.

8. PURCHASER(S)' PARTICULARS, NATURE OF VESTING OF BENEFICIAL TITLE

8.1 The Purchaser agrees and confirms that the personal information provided in Schedule "A" annexed hereto is true, accurate and complete and agrees to inform the Vendor in writing forthwith of any change in any of the information therein provided.

8.2 If there is more than one person that comprises the Purchaser, then the Purchaser's Land Interest will be held as joint tenants with right of survivorship unless the box below is initialled by the Purchaser in which case the Purchaser's Land Interest will be deemed to be held as tenants-in-common, in the percentages noted therein.

[ ] Purchaser elects to hold Purchaser's Land Interest as tenants- in -common and not as joint tenants, as follows: _____ as to ___%, _____ as to ____%.

9. PRESENT STATE AND CONDITION OF PROPERTY

9.1 The Purchaser hereby agrees that the purchase of the Purchaser's Land Interest is on an "as is, where is basis" with no representations or warranties whatsoever made by the Vendor, other than as expressly set out in this Agreement.

10. TITLE INSURANCE

10.1 The Nominee as registered owner of the Property obtained title insurance upon acquiring the Property (the "**Title Insurance Policy**") in such form and in such amount and with such stipulations, limitations and qualifications respecting coverage as it deemed appropriate.

11. NOMINEE AS BARE TRUSTEE; DECLARATION OF TRUST

11.1 The Purchaser acknowledges that the registered title to the Property is held by the Nominee, as nominee and bare trustee for the Vendor to the extent of its undivided beneficial interest in the Property, and as nominee and bare trustee for others to the extent of their respective undivided beneficial interests in the Property, and that on completion of the transaction herein contemplated the Nominee will hold the registered title to the Property to the extent of the Purchaser's Land Interest as nominee and bare trustee for the Purchaser and others to the extent of their respective undivided beneficial interests in the Property.

11.2 The mailing address of the Nominee for receiving notices shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee may change its mailing address from time to time by giving notice in writing to that effect pursuant to the notice provisions contained in the Co-Owners Agreement.

11.3 The Nominee agrees to execute and deliver to the Purchaser a declaration of trust (the "**Declaration of Trust**") wherein it will confirm that, from and after the Closing Date, it is holding the title to the Property for and on behalf of the Purchaser, to the extent of the Purchaser's Land Interest, in the place and stead of the Vendor.

11.4 The Purchaser acknowledges that the registered title to the Property shall at all times be in the name of the Nominee.

12. NO RIGHT TO USE, OCCUPY OR ACCESS

12.1 The Purchaser agrees that it hereby waives all rights of use, occupation and rights of access to the Property, and any part thereof, in order to facilitate the future rezoning and ultimate subdivision and re-development of the Property, for the benefit of all Co-Owners. The provisions of this Section 12 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date.

13. CO-OWNERS AGREEMENT

13.1 The Purchaser agrees that concurrent with its execution and delivery of this Agreement, the Purchaser shall execute and deliver the agreement or a counterpart of the co-

owners agreement, a draft copy of which is annexed hereto as Schedule "C" (the "**Co-Owners Agreement**").

13.2 The Co-Owners Agreement shall govern, amongst other things, the following:

(a) the rights and obligations of the Purchaser, as owner and any other owners of undivided beneficial interests in the Property;

(b) any future sale, financing and/or development of the Property;

(c) procedures for consent and approvals by the Co-Owners (as such term is defined in the Co-Owners Agreement);

(d) appointing the Operator (as such term is defined in the Co-Owners Agreement) for and on behalf of the Co-Owners;

(e) the rights and obligations of the Operator of the Property;

(f) the obligation of the Nominee as registered holder of the title to the Property for an on behalf of the Co-Owners;

(g) the right to transfer or assign the Purchaser's Land Interest or any part thereof and the terms conditions to be satisfied with respect to any such assignment or transfer; and

(h) such other matters as are therein contained.

13.3 The Vendor shall not be obligated but shall have the right to retain an undivided beneficial interest in the Property to such extent as it may in its absolute discretion deem appropriate and thus be a co-owner thereof and with respect to such undivided beneficial interest it shall be subject to the terms of the Co-Owners Agreement and entitled to exercise the rights of a Co-Owner.

14. SUBDIVISION CONTROL PROVISIONS

14.1 The Vendor agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and this Agreement shall be effective to create an interest in the Property provided that the provisions of the *Planning Act* (Ontario) are complied with in connection with the transaction of sale and purchase of the Purchaser's Land Interest.

15. NO REPRESENTATIONS, WARRANTIES OR ADVICE

15.1 The Purchaser acknowledges that none of the Vendor, the Nominee, the Vendor's Agent nor anyone acting on its or their behalf has made any representations or warranties except as are expressly set forth in this Agreement or the Co-Owners Agreement, nor given any advice respecting the tax treatment relating to the purchase or disposition of the Purchaser's Land Interest or any part thereof or the Property, nor as to the timing of sale, rezoning or development of the Property nor with respect to any potential or anticipated profit to be derived or derivable from the Purchaser's Land Interest or the Property.

15.2 The Purchaser has been urged and advised to consult with the Purchaser's own respective advisors including legal and tax advisors, with respect to the purchase and other matters pertaining to the Property and the Purchaser's Land Interest and the Closing Documents.

LV V548-LV V577-41921

16. SOURCE OF FUNDS

16.1 The Purchaser hereby represents, warrants, confirms and acknowledges that the source of the Purchaser's funds:

(a) are not derived directly or indirectly from any crime;

(b) are not linked directly or indirectly to any terrorists or against anti terrorist laws;

(c) are not embargoed funds; and

(d) are not obtained in violation of any laws or seeking to escape or avoid any tax laws;

16.2 The Purchaser covenants that all payments and remittances shall strictly comply , at its own expense, with all regulatory or exchange control provisions in force on the Closing Date and applicable to this Agreement.

16.3 The provisions of this Section 16 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date

17. NOTICES

17.1 All notices required hereunder shall be in writing and in the English language and may be served either personally upon the parties or by electronic transmission namely by fax or email addressed to the Parties at their respective last known addresses, fax number or email address.

18. HEIRS, ASSIGNS, ETC.

18.1 This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective heirs , administrators, executors, successors and permitted assigns; provided that, the Purchaser shall not be entitled to assign this Agreement or any of its rights hereunder without the prior written approval of the Vendor, which approval may be withheld in its absolute discretion.

19. SUPERCEDING AGREEMENT

19.1 This Agreement shall supercede any and all previous discussions, representations, agreements or understandings made by or on behalf of either of the parties hereto for or relating to the purchase and sale of the Purchaser's Land Interest.

20. SCHEDULES

20.1 Schedules "A", "B" and "C" annexed hereto form an integral part of this Agreement and shall be read together with this Agreement.

21. COUNTERPARTS

21.1 This Agreement may be executed in any number of counterparts and by original or facsimile signature with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement.

LV V548-LV V577-41921

22. LAWS AND JURISDICTION-ONTARIO

22.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

23. CAPTIONS

23.1 The captions of the sections of this Agreement are for convenience only and do not amplify or limit in any way the provisions hereof.

24. EFFECT OF PARTIAL INVALIDITY ON THIS AGREEMENT

24.1 In the event that any provision of this Agreement is illegal, void or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

25. FACSIMILE DOCUMENTS

25.1 The parties agree to accept facsimile executed documents, including Closing Documents, as if they were originally signed documents.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SET OUT BELOW.

WITNESSED BY:

DATE OF EXECUTION: 2015-06-24

THE PURCHASER

CHIAKI HAYASHI
Print Name of Witness

AKIKO KOBAYASHI
Print Name of Purchaser

✓ Chiaki Hayashi
Signature of Witness

Akiko Kobayashi ★
Signature of Purchaser

Witness Identification Number

HST Number:

852358449RT0001

LV V548-LV V577-41921

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LV V548-LV V577-41921

DATE OF EXECUTION: 2015-7-24
THE VENDOR:
TSI-LV V INTERNATIONAL CANADA INC.

Per: D. Lane.

Name:
Title:
HST Number: 82147 9797 RT0001

I/We have the authority to bind the Corporation.

DATE OF EXECUTION: 2015-7-24

THE NOMINEE:
LONDON VALLEY V INC.

Per: D. Lane.

Name:
Title:
I/We have the authority to bind the Corporation.

1933

SCHEDULE "A" – PURCHASER(S) PARTICULARS

Information Concerning Purchaser:

PURCHASER:

Full Name: AKIKO KOBAYASHI

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: 413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Home Telephone: 81-776-27-5321 Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: _____

Country of Birth: JAPAN

The following have been provided to the Vendor:

(✓) Driver's Licence ( ) Passport ( ) Other_____

1935

SCHEDULE "B" – PROPERTY and NOMINEE

LEGAL DESCRIPTION OF PROPERTY

Lands and premises located in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lots 58 & 59 ETR Westminster Designated Parts 8 & 9, 33R2972; and PT LT 59, ETR Westminster as in 559255; Save & Except Part 1, Plan ER864297; City of London

LONDON VALLEY V INC.

REGISTERED HOLDER OF LEGAL TITLE TO PROPERTY

Office: 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3

Tel No: 1-905-602-7463

Fax No: 1-905-602-7460

1937

SCHEDULE "C" – CO-OWNERS AGREEMENT

LV V548-LV V577-41921

1939

UNIT IDENTIFICATION NO. LV V548-LV V577

CO-OWNERS AGREEMENT

LONDON VALLEY V INC.

THIS CO-OWNERS AGREEMENT is dated the 30TH day of January 2015.

BETWEEN:

AKIKO KOBAYASHI,

Identification:DRIVER'S LICENSE (527730357761)

Address:413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

(hereinafter referred to as the "**Purchaser**")

-and-

LONDON VALLEY V INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Nominee**")

-and-

TSI-LV V INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Vendor**")

-and-

LV V CAPITAL MANAGEMENT INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Operator**")

-and-

All other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of this Agreement

(hereinafter collectively referred to as the "**Co-Owners**")

WHEREAS:

1. Pursuant to a Sale and Purchase Agreement, the Vendor has sold to the Purchaser, and the Purchaser has purchased from the Vendor, an undivided beneficial interest in the Property;

2. The Nominee is the registered owner of the Property and has agreed to hold the Property as nominee and bare trustee for and on behalf of the Co-Owners from time to time;

3. Every purchaser of an undivided beneficial interest in the Property, every assignee of such purchaser, and every assignee of each such assignee, is required to execute and deliver a counterpart of this Agreement and shall be bound as a Co-Owner pursuant thereto; and

LV V548-LV V577-41921

4. This Agreement sets forth the provisions which govern the Co-Owners' ownership of undivided beneficial interests in the Property and any future sale, financing and/or development with the Property and their respective undivided beneficial interests therein.

NOW THEREFORE in consideration of the payment of the sum of One Dollar ($1.00) and other good and valuable consideration now paid by each party to the other, the receipt of which is hereby acknowledged, and of the premises and the mutual covenants herein contained, the parties hereto hereby covenant and agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall be deemed to have the following meanings:

(a) "**ASPE**" shall have the meaning ascribed thereto in Section 16 of this Agreement;

(b) "**Additional Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(c) "**this Agreement**", "**hereof**", "**herein**," "**hereunder**" and words to like effect, refer to this Co-Owners Agreement as a whole and not to any particular provision, as it may be amended, supplemented and/or restated from time to time;

(d) "**Business Day**" means any day of the week other than a Saturday, Sunday or a day which is a statutory holiday, in Ontario, Canada;

(e) "**Concept Planning Fund**" shall have the meaning ascribed thereto in Section 18 of this Agreement;

(f) "**Co-Owners**" means the owners from time to time of Interests and who have signed a counterpart of this Agreement, and shall include the Purchaser, as well as the Vendor to the extent that it retains any Interest, and "**Co-Owner**" means any of the Co-Owners;

(g) "**Co-Owners Record**" has the meaning ascribed thereto in Section 11 of this Agreement;

(h) "**CRA**" means the Canada Revenue Agency, established pursuant to the *Canada Revenue Agency Act*, S.C. 1999, c. 17, which administers tax laws of Canada, including under the *Income Tax Act*, for the Government of Canada;

(i) "**Declaration of Trust**" means the declaration of trust executed by the Nominee concurrently with the completion by a Co-Owner of the purchase from the Vendor of an Interest and pursuant to which the Nominee declares and confirms that it holds registered title to the Property in trust for and on behalf of such Co-Owner, to the extent of such Co-Owner's respective Interest. For greater certainty, "**Declaration of Trust**" includes the declaration of trust executed by the Nominee upon the completion by a Co-Owner of the Transfer of an Interest to a transferee in accordance with the provisions of this Agreement, and includes the declaration of trust executed by the Nominee in favour of the Vendor at the time of its acquisition of the Property;

(j) "**Designated Person**" shall have the meaning ascribed thereto in Section 10 of this Agreement;

LV V548-LV V577-41921

(k) "**Dispute**" shall have the meaning ascribed thereto in Section 31 of this Agreement;

(l) "***Excise Tax Act***" means the *Excise Tax Act* (Canada), as amended from time to time, including the regulations made pursuant thereto;

(m) "**HST**" means the harmonized sales tax payable pursuant to the *Excise Tax Act*, including the Province of Ontario's portion thereof;

(n) "***Income Tax Act***" means the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.), as amended from time to time, including the regulations made pursuant thereto;

(o) "**Initial Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(p) "**Interest**" means the undivided beneficial interest in the Property purchased by a Co-Owner pursuant to a Sale and Purchase Agreement, and includes any undivided beneficial interest in the Property continued to be owned by the Vendor, and "**Interests**" means every Interest;

(q) "***Land Transfer Tax Act***" means the *Land Transfer Tax Act*, R.S.O. c.L.6, as amended;

(r) "**LTT**" means the land transfer tax payable pursuant to the *Land Transfer Tax Act*;

(s) "**Net Income**" shall have the meaning attributed thereto in Section 6(j) of this Agreement;

(t) "**Notice Requisitioning an Ordinary Resolution**" shall have the meaning attributed thereto in Section 8 of this Agreement;

(u) "**Notice Requisitioning a Special Resolution**" shall have the meaning attributed thereto in Section 10 of this Agreement;

(v) "**Offer**" shall have the meaning attributed thereto in Section 19 of this Agreement;

(w) "**Operator**" means LV V CAPITAL MANAGEMENT INC., or the Designated Person that may be appointed as the Operator's replacement as determined in accordance with Section 10 of this Agreement;

(x) "**Ordinary Resolution**" means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 51% of the aggregate Interests in the Property;

(y) "**Planning Activities**" means the reports, plans, studies, audits, assessments, investigations, legal proceedings, procedures, filings, submissions, applications and/or any other actions taken or made in respect of or in furtherance of the rezoning of, or other land use planning matters related to, the Property;

(z) "**Property**" means the real property legally described on Schedule "1" annexed hereto;

(aa) "**Retained Interest**" shall have the meaning attributed thereto in Section 23 of this Agreement;

(bb) "**Sale and Purchase Agreement**" means the agreement of sale and purchase, or an agreement substantially in the form of the agreement of sale and purchase, entered into

LV V548-LV V577-41921

between the Vendor, as vendor, and each Co-Owner (other than the Vendor), as purchaser, pursuant to which each Co-Owner agreed to acquire its respective Interest in the Property. **"Sale and Purchase Agreements"** means every Sale and Purchase Agreement;

(cc) **"Special Resolution"** means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 85% of the aggregate Interests in the Property;

(dd) **"Transfer"** shall have the meaning ascribed thereto in Section 11 of this Agreement; and

(ee) **"Vendor"** means TSI-LV V INTERNATIONAL CANADA INC.

2. INTERPRETATION

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) the division of this Agreement into Articles, paragraphs, subparagraphs and schedules and the insertion of headings are provided for convenience only and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;

(b) all references to currency herein are references in Canadian dollars;

(c) any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto;

(d) any reference to an entity shall include and shall be deemed to be a reference to any entity that is a successor to such entity;

(e) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

3. TITLE

Legal title to the Property shall be held in the name of the Nominee, which shall hold such title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Vendor, to the extent of its Retained Interest, if any.)

4. MAILING ADDRESSES

The mailing address of the Nominee, the Vendor and the Operator shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee, the Vendor and/or the Operator may change its mailing address from time to time by giving notice in writing to that effect to all Co-Owners, pursuant to the notice provisions contained in this Agreement.

5. REPRESENTATIONS AND WARRANTIES OF THE NOMINEE AND OPERATOR

(a) The Nominee represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite power, capacity and corporate authority to act as nominee and to perform its obligations under this Agreement;

(iii) it shall not carry on any business other than for the purposes set forth in this Agreement;

(iv) it holds and shall continue to hold legal title to the Property as nominee and bare trustee for and on behalf of each Co-Owner to the extent of each Co-Owner's Interest; and

(v) it shall only deal with the Property in the manner and as provided for in this Agreement.

(b) The Operator represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite capacity and corporate authority to act as Operator, and to perform its obligations under this Agreement; and

(iii) it shall comply with its obligations as provided for in this Agreement.

6. OPERATION AND MANAGEMENT OF THE PROPERTY

The Co-Owners hereby appoint the Operator and the Operator hereby accepts the appointment as the operator and manager of the Property and agrees to undertake such Planning Activities as the Operator may determine in its discretion, acting reasonably, are required to rezone the Property to such use or uses as the Operator shall determine, acting reasonably, and in the best interest of the Co-Owners. The Operator agrees to carry out such Planning Activities and to operate and manage the Property in good faith and in the best interest of the Co-Owners. The Operator agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and to proceed diligently to make all necessary applications to rezone the Property to such use or uses as the Operator shall determine, in its reasonable discretion, and to use its reasonable commercial efforts, at the cost and expense of the Co-Owners, with such costs to be defrayed out of the Concept Planning Fund initially, to obtain all necessary approvals and consents from applicable governmental authorities in connection therewith. Subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have such general powers and authority to administer, manage, control, operate, finance, refinance, develop, lease, grant easements and other rights in, under and over, the Property and to do any act, take any proceeding, make any decision and execute and deliver any instrument, deed, agreement, affidavit or document necessary for or incidental to any of the foregoing, for and on behalf and in the name of the Co-Owners, or as the Co-Owners may so direct by Special Resolution. No person dealing with the Operator

LV V548-LV V577-41921

will be required to enquire into the authority of the Operator to do any act, take any proceeding, make any decision or execute and deliver any instrument, deed, agreement or document for or on behalf or in the name of the Co-Owners.

Without limiting the generality of the foregoing provisions of this Section 6, but subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have the following specific powers and authorities without further authority or approval from the Co-Owners:

(a) to engage such professional advisers and consultants as the Operator considers advisable in order to perform its duties hereunder;

(b) to open and operate one or more bank accounts in its name, as agent for the Co-Owners in respect of the Property with a Canadian chartered bank or trust company, into which the Operator may deposit all rentals, if any, and other income earned from the Property (if any) (which for greater certainty shall not include the Concept Planning Fund), and out of which account(s) all expenses properly relating to the Property shall be paid, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of such funds to cover all such expenses;

(c) to execute, deliver and carry out all other agreements which require execution by or on behalf of the Co-Owners with respect to the Property, including without limitation, any agreements required by any governmental or statutory authority having jurisdiction over or with respect to the Property, development agreements, site plan agreements, cost sharing agreements, easements and rights of way;

(d) to enter into lease and/or tenancy arrangements in respect of the Property or any part thereof and to collect all rentals and other income therefrom, if any, provided that nothing herein shall constitute a guarantee by the Operator of the payment of any rent by tenants;

(e) to pay all taxes, fees and other expenses relating to the orderly maintenance and management of the Property out of the Concept Planning Fund, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of funds to cover all such expenses;

(f) to commence or to defend on behalf of the Co-Owners, the Nominee, or itself, any and all actions and other proceedings pertaining to the Property or to the Co-Owners;

(g) to determine the amount and type of insurance coverage, if any, to be maintained in order to protect the Property and the Co-Owners from all usual perils of the type covered in respect of comparable properties and in order to comply with the requirements of any lenders of funds;

(h) to retain, employ and pay and discharge on behalf of the Co-Owners all servants, employees, advisors, consultants and/or contractors necessary to be retained for the management and operation of the Property, including, without limitation, for matters relating to its rezoning and development;

(i) to contract on behalf of the Co-Owners for water, gas, electricity and other utility services and commodities, including cable and telephone services necessary for the development, operation and maintenance of the Property; and

LV V548-LV V577-41921

(j) to distribute the Net Income from the ownership, operation, use, financing, refinancing, and/or sale of the Property (if any) to each Co-Owner, proportionate to its respective Interest. For the purposes of this Agreement, "**Net Income**" shall mean the gross receipts (which, for greater certainty, shall not include the Concept Planning Fund) derived in any way from dealing with the Property, received by or on behalf of the Co-Owners from the ownership, operation, use, leasing, financing, refinancing, sale of, and/or development and/or any other dealing with of the Property, minus the aggregate of all proper expenses and charges incurred in connection therewith, calculated on an accrual basis, including:

(i) payment of principal and interest owing to mortgagees or other encumbrancers, or other lenders;

(ii) realty taxes, property tax assessments, charges or levies made by any duly constituted governmental or statutory authority, due and owing and secured by a right or apparent right to claim a lien or charge upon the Interests, or any of them, or the Property, and money due and owing from improvements to the Property secured by a lien or charge in favour of materialmen or workmen or trade contractors or other like persons or corporations upon the Interests, or any of them, or the Property;

(iii) all costs and expenses of any sale, financing or refinancing;

(iv) all development costs and expenses;

(v) all costs and expenses of operating, maintaining, leasing, managing, using, and/or developing the Property, and the costs and expenses of repair;

(vi) lighting, electricity and public utilities costs and expenses;

(vii) professional fees reasonably attributed to the Property, its operation, use, financing, refinancing, sale and/or development;

(viii) all other costs, expenses or disbursements which are properly attributable to the Property, except payments to the Co-Owners on account of capital or distribution of Net Income; and

(ix) reserves in such amount as deemed appropriate by the Operator from time to time, including without limitation for the purposes of replacement of major equipment, major renovations and repairs, leasehold improvements, marketing costs and any other reserves normally required for the prudent operation, use, financing, refinancing, sale and/or development of a like property.

Each Co-Owner shall have a proportionate beneficial interest in all of the gross cash receipts derived from the Property and shall be responsible for its proportionate share of the expenses and charges incurred in connection with the Property, in each case proportionate to its respective Interest. Each Co-Owner hereby irrevocably directs the Operator to pay its proportionate share of such expenses and charges out of its proportionate share of such gross cash receipts, as well as out of the Concept Planning Fund.

Each Co-Owner hereby confirms and acknowledges that neither the Operator nor any of its officers, directors, employees, advisors, consultants, agents or representatives has made any warranty or representation, or given any advice:

LV V548-LV V577-41921

(k) as to or in respect of the tax treatment of the purchase, disposition or holding of the Interest by a Co-Owner; or

(l) as to the timing of the rezoning or sale or development of the Property or the returns attainable by the Co-Owners upon a sale or lease of or other dealing with the Property.

Each Co-Owners acknowledges that he has been advised to seek his own independent legal and tax counsel prior to entering into a Sale and Purchase Agreement and this Agreement.

7. AUTHORITY TO WITHHOLD

The Operator is authorized to withhold any amounts required to be withheld from any distribution or other payment to a Co-Owner pursuant to the provisions of the *Income Tax Act* and to make payment of any such amount on behalf of a Co-Owner to the CRA, on account of taxes as may be required by law.

8. POWERS EXERCISABLE BY ORDINARY RESOLUTION

Notwithstanding anything to the contrary contained in this Agreement, the following powers shall only be exercisable by the Operator after an Ordinary Resolution is passed by the Co-Owners:

(a) approving the sale or exchange of all or any part of the Property (other than the sale of Interests by the Operator pursuant to Sale and Purchase Agreements);

(b) approving a proposal or plan to develop the Property;

(c) subject to Section 17, consenting to the amendment of this Agreement, provided that, no amendment to this Agreement shall impose or increase any financial or other obligations upon any of the Nominee of the Operator, or in any way adversely affect the Nominee or the Operator, without the prior written approval of the Nominee or the Operator, as the case may be;

(d) approving or ratifying the making of an Additional Advance by the Operator, in accordance with Section 18; or

(e) requiring that the financial statements for the Property be audited.

Other than a matter which under the terms of this Agreement requires a Special Resolution, the Operator may at any time and from time to time by notice in writing to all Co-Owners substantially in the form annexed hereto as Schedule "2" (the "**Notice Requisitioning an Ordinary Resolution**") request the Co-Owners to consider and approve any matter relating to the Property not requiring a Special Resolution. The Notice Requisitioning an Ordinary Resolution shall specify with reasonable detail the matter to be approved by the Co-Owners.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution. If the Operator fails to deliver such Notice Requisitioning an Ordinary Resolution within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or a group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the

LV V548-LV V577-41921

Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution which the Operator failed to deliver within the time provided in this Section 8 for the Operator to do so.

9. POWERS EXERCISABLE BY SPECIAL RESOLUTION

The following powers shall only be exercisable by Special Resolution passed by the Co-Owners:

(a) terminating the appointment of the Operator and appointing a new Operator from time to time, in accordance with the provisions of Section 10;

(b) instituting or continuing an action or suit against the Operator for damages based upon the fraud or gross negligence of the Operator in the performance of its obligations under this Agreement;

(c) requiring the Operator to remove the incumbent independent firm of chartered accountants qualified in Canada appointed pursuant to Section 16 and requiring the Operator to appoint a replacement; or

(d) apppointing a replacement for the Nominee in the event that the Nominee should be wound up or dissolved or be declared a bankrupt, such replacement to hold legal title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Operator if it retains any Retained Interest.)

10. CONTROL AND AUTHORITY VESTS WITH CO-OWNERS

The Co-Owners may by Special Resolution terminate and remove the Operator (in its capacity as Operator and not as a Co-Owner)and appoint a new Operator in its place and stead. Such new Operator shall be bound by all of the terms of this Agreement and shall execute an agreement confirming that it is bound under this Agreement as if it was an original signatory thereto.

Upon termination, the Operator terminated shall forthwith upon request of the person designated in the Special Resolution as the replacement Operator (the "**Designated Person**") do the following:

(a) deliver all agreements, documents, instruments, books and records and writings relating to the Property in its possession to the Designated Person, including, without limitation, the Co-Owners Record;

(b) execute and deliver such consents, acknowledgements and assignments pertaining to the Property and any Planning Activities as the Designated Person may require;

(c) cause its representatives on the board of directors of the Nominee to execute resignations as directors and officers forthwith after being required to do so by the Designated Person, provided the Nominee shall continue to indemnify such directors and officers in accordance with its by-laws in existence at the date hereof;

(d) execute and deliver a release in form and content satisfactory to the Designated Person, acting reasonably, releasing the Nominee and the Co-Owners from any liability, provided that: (i) the release by the Operator shall not release the Co-Owners from their obligation to continue to indemnify the Operator pursuant to Section 21 hereof; and (ii) the

LV V548-LV V577-41921

Operator receives a release in form and content satisfactory to the Operator, acting reasonably, executed by the Nominee and by the Designated Person for and on behalf of itself and each of the Co-Owners, releasing the Operator from any liability, and the Co-Owners expressly acknowledge and agree that the Designated Person shall have the power and authority to deliver such release, without any further approval or authorization required from the Co-Owners;

(e) do all things necessary and execute all necessary documents to effect the change of shareholders of the Nominee as directed by the Designated Person; and

(f) otherwise co-operate and assist to carrying out and giving effect to each of the actions set out in Section 10(a), (b), (c), (d) and (e) above.

The Operator may at any time and from time to time by notice in writing, substantially in the form annexed hereto as Schedule "3" (the "**Notice Requisitioning a Special Resolution**") to all Co-Owners, request the Co-Owners to consider and approve any matter relating to the Property requiring a Special Resolution pursuant to the terms of this Agreement. The Notice Requisitioning a Special Resolution shall specify with reasonable detail the matter to be considered and approved by Special Resolution.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning a Special Resolution with respect to any matter relating to the Property, including any matter requiring a Special Resolution pursuant to this Agreement. If the Operator fails to deliver such Notice Requisitioning a Special Meeting within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the Notice Requisitioning a Special Resolution which the Operator failed to deliver within the time provided in this Section 10 for the Operator to do so.

11. CO-OWNERS RECORD AND TRANSFERS OF INTEREST

The Operator shall record and at all times maintain and keep up to date a record of the names, addresses and other contact information for the Co-Owners, and the Interest held by each of the Co-Owners as well as particulars of any Transfer of Interests (collectively, the "**Co-Owners Record**").

No Co-Owner shall sell, transfer, assign, mortgage, pledge, grant a security interest or otherwise encumber or dispose of its Interest in the Property (each, a "**Transfer**"), except in compliance with any applicable requirements of the *Securities Act* (Ontario) and any other applicable legislation and otherwise in accordance with the provisions of this Agreement, if and to the extent required.

A Co-Owner may Transfer an Interest or part thereof provided that such Co-Owner complies and satisfies each of the following conditions:

(a) the transferor first delivers to the Operator an original or notarial copy of the executed document or instrument effecting the Transfer which shall be in such form as may be acceptable to the Operator, acting reasonably;

(b) the transferee agrees in writing and in such form as may be acceptable to the Operator, to be bound by the terms of this Agreement and upon completion of the Transfer to

LV V548-LV V577-41921

assume the obligations of the transferor under this Agreement in respect of the Interest subject to the Transfer;

(c) the transferor delivers or causes to be delivered to the Operator a direction addressed to both the Nominee and the Operator, in form and substance satisfactory to the Operator and the Nominee, directing the Nominee to execute and deliver a Declaration of Trust for the Interest subject to the Transfer in favour of the transferee;

(d) the transferee pays such costs, expenses and disbursements, including legal fees, as are reasonably incurred by the Operator by reason of the Transfer;

(e) the transferee pays all applicable HST pursuant to the *Excise Tax Act*, and all applicable LTT pursuant to the *Land Transfer Tax Act*, and makes or causes to be made any and all necessary filings, payments and remittances within the time periods required therefor under the provisions of the *Excise Tax Act* and the *Land Transfer Tax Act* and the respective regulations thereunder;

(f) the transferor either provides the transferee with evidence reasonably satisfactory to the transferee that the transferring Co-Owner is not then a "non-resident" of Canada within the meaning of the *Income Tax Act* or provide the transferee with a certificate pursuant to subsection 116(2) of the *Income Tax Act* with a certificate limit in an amount not less than the purchase price for the Interest subject to the Transfer; provided that if such evidence or certificate is not forthcoming, the transferee shall be entitled to make the payment of tax required under section 116 of the *Income Tax Act* and to deduct such payment from the purchase price for the Interest subject to the Transfer;

(g) the transferee executes and delivers to the Operator a counterpart of the Agreement; and

(h) the transferor provides such other documents, agreements, acknowledgements and confirmations as may be required by the Operator or by law (including compliance by the transferring Co-Owner with the provisions of the *Securities Act* (Ontario) if and to the extent applicable).

When a transferee of an Interest is entitled to become a Co-Owner pursuant to the provisions hereof, the Operator will:

(i) record a Transfer of the Interest; and

(j) forward a Declaration of Trust to the transferee in respect of the Interest so transferred.

For the avoidance of doubt, a Transfer by Co-Owner may include a transfer into trust, in which case the terms "sale and purchase agreement", "Purchaser", "purchase", "purchased", and "sale", wherever such terms appear in this Agreement, shall be read so as to recognize that such Transfer is not a purchase and sale transaction between a Co-Owner and a purchaser but a transaction in the nature of a transfer into trust by the transferring Co-Owner to a trustee. Nothing in this Section 11 shall be construed to affect the provisions of Section 12 of this Agreement.

12. OPERATOR NOT BOUND TO SEE TO TRUST OR EQUITY

Other than pursuant to the terms of the Declaration of Trust, the Operator shall not be bound to see to the execution of any trust, express, implied or constructive, or any charge, pledge or equity to which any Interest is subject, or to ascertain or inquire whether any sale or transfer of any such Interest by any Co-Owner or by his personal representatives is authorized by such trust, charge, pledge or equity, or to recognize any person having any interest therein except for the person or persons recorded by the Operator as the Co-Owner.

LV V548-LV V577-41921

13. INCAPACITY, DEATH, INSOLVENCY OR BANKRUPTCY

Where a person becomes entitled to an Interest by incapacity, death, insolvency or bankruptcy of a Co-Owner or otherwise by operation of law, in addition to the requirements of Section 11 hereof, that person will not be recorded as or become a Co-Owner until:

(a) he produces evidence satisfactory to the Operator of such entitlement; and

(b) he has delivered such other evidence, approvals and consents in respect of such entitlement as the Operator may require and as may be required by applicable law or by this Agreement.

14. DECLARATIONS OF TRUST

A separate Declaration of Trust shall be executed and delivered by the Nominee to each Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of a Co-Owner to the extent of the Co-Owner's Interest. Provided that the Transfer of an Interest has been effected in accordance with the provisions of Section 11 of this Agreement, a separate Declaration of Trust shall be executed and delivered by the Nominee to each transferee Co-Owner of an Interest from a transferring Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of the transferee Co-Owner to the extent of such Co-Owner's Interest.

15. LOST DECLARATIONS OF TRUST

Where a Co-Owner by notice in writing advises the Operator that the Declaration of Trust with respect to such Co-Owner's Interest has been defaced, lost or destroyed or wrongly taken, the Operator may cause a new Declaration of Trust to be issued, provided that the Co-Owner files with the Operator an indemnity in such form as is satisfactory to the Operator to indemnify the Operator, the Nominee and the other Co-Owners from any loss, cost, liability or damages that it or they may incur or suffer by complying with the request to issue a new Declaration of Trust, and provided further that the Co-Owner satisfies all other reasonable requirements of the Operator, including delivery of a form of proof of loss.

16. BOOKS AND RECORDS AND FINANCIAL REPORTS

The Operator will keep or cause to be kept on behalf of the Co-Owners at the Operator's principal place of business in Ontario:

(a) full and accurate books of account and records of all financial transactions relating to the Property including, without limitations, the receipts and expenditures relating to the Property and the Concept Planning Fund;

(b) the Co-Owners Record setting out the name and address of each Co-Owner; and

(c) copies this Agreement and all counterparts.

At any time upon 10 Business Days written notice to the Operator a Co-Owner may request the Operator to examine any of the documents noted in clauses (a) and (b) above at the office of the Operator and may take copies thereof provided that such requesting Co-Owner pays the reasonable cost to the Operator for making such copies, provided further that any such requesting Co-Owner shall have first provided an affidavit and undertaking, in form and substance satisfactory to the Operator, acting reasonably, duly sworn before a notary public or other individual authorized to administer oaths in the jurisdiction of residence of the

LV V548-LV V577-41921

Purchaser, stating: (aa) the name and address of such requesting Co-Owner, and that the Co-Owner is a Co-Owner; (bb) that the Co-Owners Record shall not be used by the requesting Co-Owner or any other person except in connection with a *bona fide* effort to influence the voting by Co-Owners on an Ordinary Resolution or a Special Resolution; (ccc) that the information so provided is subject to applicable privacy rules and regulations; (ddd) that none of the information provided pursuant to clause (a) above shall be disclosed by or on behalf of the requesting Co-Owner to any person who is not a Co-Owner, that such information is proprietary to the Operator and the Co-Owners, and that its disclosure could cause irreparable harm to the other Co-Owners and the Operator; (eee) that the requesting Co-Owner will not, directly or indirectly, offer for sale or purchase, or otherwise traffic in, a list or copy of a list of the Co-Owners or any information contained in the Co-Owners Record; (fff) the requesting Co-Owner acknowledges and agrees that in the event of a breach of any of the covenants, provisions and restrictions in affidavit, the Co-Owners' and Operator's remedy in the form of monetary damages may be inadequate and that the Operator, for itself and on behalf of the other Co-Owners, shall be authorized and entitled, in addition to all other rights and remedies available to it and them, to apply for and obtain from any court of competent jurisdiction interim and permanent injunctive relief and an accounting of all profits and benefits arising out of such breach; and (ggg) that the requesting Co-Owner shall indemnify and hold harmless the Operator and the Nominee and the other Co-Owners from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee or the other Co-Owners by reason of any breach by such requesting Co-Owner of any of the covenants, provisions and restrictions contained in the affidavit.

The Operator shall provide or cause to be provided to each Co-Owner not later than 120 days after the end of each calendar year, financial statements showing the financial results for the Property for such calendar year. The Operator shall retain, at the expense of the Co-Owners, an independent firm of chartered accountants qualified in Canada to prepare such financial statements. Such financial statements shall contain a balance sheet, and a statement of cash flows and shall be prepared in accordance with Canadian accounting standards for private enterprises ("**ASPE**") applicable to the real estate industry in Canada and applied on a consistent basis from year to year. The financial statements shall not be required to be audited unless the Co-Owners by Ordinary Resolution require audited financial statements. For greater certainty, the funds in the Concept Planning Fund are hereby recognized as being the funds of the Operator, not of the Co-Owners.

17. AMENDMENT OF AGREEMENT

This Agreement may be amended in writing on the initiative of the Operator with the consent of the Co-Owners given by Ordinary Resolution. Notwithstanding the foregoing, the Operator may, without any prior notice to or consent from the Co-Owners amend any provision of this Agreement from time to time:

(a) to cure an ambiguity or to correct or supplement any provision contained herein which, in the reasonable opinion of the Operator, may be defective or inconsistent with any other provision contained herein, and with respect to which the cure, correction or supplemental provision does not and will not adversely affect the Interests of the Co-Owners; or

(b) to make such other provisions in regard to matters or issues relating to or arising under this Agreement which, in the reasonable opinion of the Operator, do not and will not adversely affect the Interests of the Co-Owners.

LV V548-LV V577-41921

The Operator agrees to inform the Co-Owners by written notice within 60 days following the effective date of an amendment to this Agreement and provide copies of the amending agreement within the said 60 days.

18. PLANNING ACTIVITIES AND CONCEPT PLANNING FUND

As agent for the Vendor, the Operator shall deposit an amount equivalent to the Concept Planning Fund Contribution (as such term is defined in each Sale and Purchase Agreement) received by the Vendor under every completed Sale and Purchase Agreement into a single, segregated account (the "**Concept Planning Fund**") to be in the name of the Operator and to be used by the Operator solely for the purpose of paying the costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities, and those costs and expenses enumerated in Section 6(j) of this Agreement.

The Concept Planning Fund is intended to be a deposit account. Each Co-Owner's respective proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Co-Owner following completion of the sale of the Property. Each Co-Owner's share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of this Agreement) will be paid by the Co-Owner and deducted from his proportionate share of any sale proceeds receivable by him, if and when the Property is sold or otherwise disposed of. Each Co-Owner hereby irrevocably authorizes and directs the Operator to withhold from his proportionate share of any amounts otherwise receivable by it under this Agreement the amount of any such shortfall, and to pay such amount to the Operator.

The Operator shall keep proper and accurate records and details of all expenses paid out of the Concept Planning Fund, and at the request of the Vendor, provide access to the Vendor's representatives to such records and details of expenses to permit the Vendor to satisfy itself that such expenses were paid in accordance with the provisions of this Agreement.

The Operator shall prepare, perform and take or cause to be prepared, performed and taken all Planning Activities as it determines in its reasonable discretion are necessary for and on behalf of the Co-Owners including, without limitation, the following:

(a) surveys and concept plans in connection with the rezoning of the Property;

(b) in the reasonble discretion of the Operator, engage all consultants and professionals including, without limitation, legal counsel with respect to rezoning of the Property or any other Planning Activities;

(c) enter into or request the Nominee to enter into and deliver any documents, consent, acknowledgements or agreements including, without limitation, easements, rights in the nature of an easement, transfers, undertakings, applications, appeals and/or any other similar or related agreements or documents which may be required in the reasonable discretion of the Operator in connection with the Planning Activities;

(d) pay for all costs and expenses associated with Planning Activities, municipal property taxes and the cost of maintaining the Property, out of the Concept Planning Fund, and if insufficient, out of additional funds provided by the Co-Owners; and

(e) keep detailed records and accounts for or pertaining to the Planning Activities.

LV V548-LV V577-41921

If the amount set aside in the Concept Planning Fund is not sufficient to defray all costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities and those costs and expenses enumerated in Section 6(j) of this Agreement, the Operator, in the exercise of its absolute discretion, and without the approval of the Co-Owners, may advance to the Co-Owners an amount or amounts on account of such shortfall to a maximum of 5% of the aggregate purchase prices paid by all Co-Owners for their respective Interests(collectively, the "**Initial Advance**"). The Initial Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance made to the Co-Owners out of the proceeds of the sale of the Property.

If the cost of Planning Activities exceeds the combination of the Concept Planning Fund and the Initial Advance, the Operator, as it deems necessary in the exercise of its absolute discretion but subject to the approval of the Co-Owners by way of an Ordinary Resolution, may advance to the Co-Owners additional amounts as may be required for such purposes (collectively, the "**Additional Advance**"). The Additional Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, after repayment of the Initial Advance, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance and the Additional Advance made to the Co-Owners out of the proceeds of the sale of the Property.

19. SALE OF THE PROPERTY

Any offer to purchase the Property received by the Operator or the Nominee, which the Operator deems acceptable (the "**Offer**") shall be presented to all of the Co-Owners for consideration and if approved by an Ordinary Resolution such Offer shall be accepted by the Nominee and such acceptance shall be binding upon all of the Co-Owners. Any sale of the Property by the Nominee resulting from an Offer the acceptance of which was approved by an Ordinary Resolution of the Co-Owners shall be deemed to include the sale by the Co-Owners of the Interests.

The Co-Owners hereby agree that Operator shall have the right, exercisable by notice in writing to the Co-Owners within 30 days after the Co-Owners have passed an Ordinary Resolution to accept the Offer, to purchase the Property at the same price and on the same terms and conditions as are contained in the Offer approved by Ordinary Resolution of the Co-Owners.

If the Operator fails to provide the notice exercising its right to purchase the Property on the same terms and conditions as are contained in the Offer within the said 30 days, then the Nominee shall accept the Offer and complete the transaction with the party that made the Offer the acceptance of which was approved by Ordinary Resolution of the Co-Owners.

20. HST AND LTT

Each of the Co-Owners hereby authorizes the Operator to make any and all filings, payments and/or remittances for HST with respect to the purchase by each Co-Owner of his respective Interest and any other payments of HST applicable to the services provided to the Nominee or in respect of the Property or the Interest of a Co-Owner.

Each Co-Owners hereby authorizes the Operator to carry out any HST reporting or filing obligations that are required in respect of the Interests or the Property. Such authority shall

LV V548-LV V577-41921

include the execution of any documents that have to be or which may be advisable to be executed under the *Excise Tax Act*. The Operator shall to the extent required under the *Excise Tax Act* make and satisfy all filing and reporting obligations of a Co-Owner with respect to the Interest of the Co-Owner and shall provide each Co-Owner with copies of such filings and reports.

Each of the Co-Owners hereby authorizes the Operator to make any and all filings payments and/or remittances, from funds provided by the Co-Owner, relating to LTT arising from the purchase by each Co-Owner from the Vendor of his respective Interest in the Property. For greater certainty, each of the Co-Owners hereby authorizes the Operator on behalf of the Co-Owner and with the Co-Owner's funds to make any and all payments, remittances and filings under the provisions of the *Land Transfer Tax Act* relating to LTT and within the time period required therefor under the *Land Transfer Tax Act*, arising from the acquisition and/or ownership of the Interest. The Operator shall provide each Co-Owner with copies of such filings and evidence of the payments and remittances upon the written request of a Co-Owner.

21. POWER OF ATTORNEY

Each Co-Owner hereby nominates, constitutes and appoints each of the Operator and the Nominee, acting alone or together, with full power of substitution, as his true and lawful attorney and agent with full power and authority in his name, place and stead, for his use and benefit, to do the following, as fully and effectually as the Co-Owner could do if personally performed including, without limitation:

(a) execute and deliver all such documents or instruments on behalf of and in the name of the Co-Owners, or any of them, as may be deemed necessary by the Operator to carry out fully the provisions of this Agreement in accordance with its terms;

(b) execute, swear to, acknowledge, deliver, file and/or remit to or with the Ministry of Finance (Ontario) pursuant to the *Land Transfer Tax Act*, as amended, all necessary returns and payment or remittances in connection with the acquisition by the Co-Owners of their respective Interests in the Property;

(c) execute, acknowledge, deliver and file and/or remit to or with the CRA, all necessary instruments, declarations, certificates and other documents, and remittances relating to HST;

(d) execute, acknowledge, deliver and file as and where required any election made pursuant to subsection 273(1) of the *Excise Tax Act* as contemplated in each Purchase Agreement;

(e) execute and deliver all conveyances, agreements, documents and other instruments pertaining to the sale, development, redevelopment, financing, refinancing or leasing of the Property as the Operator determines in its sole discretion is in the best interests of the Co-Owners, and as permitted by this Agreement or authorized by Ordinary Resolution or Special Resolution of the Co-Owners; and

(f) execute, acknowledge, deliver and file any and all CRA non-resident personal income tax returns.

Each Co-Owner acknowledges and confirms that the power of attorney granted herein is made pursuant to the *Powers of Attorney Act* (Ontario) and is a power coupled with an interest, will survive the death, disability or other legal incapacity of the Co-Owner and will survive the assignment (to the extent of the Co-Owner's obligations hereunder) by the Co-Owner of the whole or any part of his Interest and extends to the heirs, executors, administrators, successors

LV V548-LV V577-41921

and assigns of the Co-Owner and may be exercised by the Operator or the Nominee, acting alone or together, executing on behalf of the Co-Owners, or any of them, any instrument, by listing all of the Co-Owners to be bound by such instrument with a single signature as attorney and agent for all of them, or otherwise. Each of the Co-Owners agrees to be bound by any representations and actions made or taken in good faith and in accordance with the terms of this Agreement by the Nominee and/or the Operator pursuant to such power of attorney in accordance with the terms hereof and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the Nominee or the Operator taken in good faith under such power of attorney. The Operator shall, at the written request of a Co-Owner, provide such Co-Owner with copies of any of the documents or instruments executed, sworn, delivered, acknowledged or remitted by the Operator for and on behalf of that Co-Owner only under the power of attorney provided for in this Section 21.

22. INDEMNIFICATION

Each of the Co-Owners hereby agrees, severally and not jointly or jointly and severally, to indemnify and hold harmless the Operator and the Nominee from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee, or by any one or more attorneys appointed by it or them under the power to substitute pursuant to the power of attorney provision contained in Section 21 above, by reason of acts, omissions or alleged acts or omissions arising out of the activities of the Operator or the Nominee on behalf of the Co-Owners or in furtherance of the Interests of the Co-Owners but only if the acts, omissions or the alleged acts or omissions in respect of which any actual or threatened action, proceeding or claim are based, were performed in good faith and in accordance with the Agreement.

23. VENDOR'S RIGHT TO RETAIN AN INTEREST

The Co-Owners acknowledge and agree that the Vendor has the right, but not the obligation, to retain an undivided beneficial Interest in the Property (a "**Retained Interest**"), to whatever extent it wishes, and the Vendor to the extent of any such Retained Interest shall for the purposes of this Agreement be a Co-Owner and be deemed to be bound by this Agreement. The Vendor may at any time and from time to time Transfer and assign all or any part of such Retained Interest to any person or persons it deems appropriate and upon such Transfer or assignment, the assignee or transferee thereof shall execute a counterpart of this Agreement and shall be a Co-Owner to the extent of the Retained Interest so transferred or assigned.

24. COMPETING INTERESTS

Each of the Co-Owners and the Operator is entitled, without the consent of any of the others of them, to own property and to carry on any business or activity whatsoever, whether of the same or different nature as that owned by or carried on by any of them, and whether or not in competition with the Interests, the Property or any activity carried on by any of them, and neither any Co-Owner nor the Operator shall be liable to account to any of the other of them.

25. NOTICES

Any notice or communication required or permitted to be given to the Nominee, the Vendor, the Operator or the Co-Owners hereunder shall be in writing and shall be given by delivery or by mailing to same to be addressed as follows:

(a) To the Nominee, the Vendor or the Operator, at its respective mailing address provided in Section 4 above.

LV V548-LV V577-41921

(b) To each Co-Owner at his last address shown on the Co-Owners Record maintained by the Operator.

Any notice or communication delivered as aforesaid shall be in the English language but may be accompanied by an unofficial translation and shall be deemed to have been given to the addressee on the day of delivery, if delivered by courier or, if mailed as aforesaid, shall be deemed to have been given to the addressee on the 10th Business Day following the mailing of such notice, provided that, for such purposes, no day during which there shall be a strike or other occurrence which shall interfere with normal mail services shall be considered a Business Day. If delivery of any notice or communication is made via fax, delivery shall be deemed to have been made on the day following the sending of the fax unless such day is not a Business Day, in which case delivery shall be deemed to have been made on the next Business Day.

26. FURTHER ACTS

The parties hereto agree to execute and deliver such further and other documents and to perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

27. BINDING EFFECT

Subject to the restrictions on Transfers herein contained, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and permitted assigns.

28. SEVERABILITY

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts, by original or facsimile signature, with the same affect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same agreement.

30. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, in the Country of Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

31. DISPUTE RESOLUTION

Any disputes, claims, disagreements, differences, (including, without limitation, interpretation, performance and enforcement) (collectively the "**Dispute**") that may arise between the Co-Owners or any of them and/or the Operator and/or the Nominee relating in any manner to this Agreement, the Property, or the Interests or any of them, shall attempted to be resolved by mediation and if such mediation is not successful, then by arbitration.

Upon written demand of the Nominee, the Operator or the Co-Owners or any them and within 10 days after such demand, the parties shall attempt to appoint a mediator. If within such period of time they are unable to agree on a mediator, the Dispute shall be resolved by arbitration. If the parties to the Dispute are unable to agree upon a single arbitrator within 10 days after a demand has been made by any party to the Dispute to appoint a single arbitrator then, any party to the Dispute may apply, to a Justice of the Superior Court of Justice sitting in the City of Toronto, in the Province of Ontario, Canada for the appointment of an arbitrator.

The arbitration shall proceed in accordance with the provisions of the *Arbitration Act*, 1991 (Ontario) and any amendments or successor legislation thereto, which provisions shall apply *mutatis mutandis*. The arbitrator shall have the power to determine the procedure for the arbitration and to deliver his or her award notwithstanding the default by any party in respect of any procedural order made by the arbitrator.

The arbitrator shall proceed immediately to hear and determine the Dispute. The award of the arbitrator shall be made within 30 days after the appointment of the arbitrator, subject to any reasonable delay due to unforeseen circumstances. The award of the arbitrator shall be in writing and signed by the arbitrator, and shall be final and binding on the parties to the Dispute, not subject to any appeal, and the parties to the Dispute shall abide by the award and perform the terms and conditions thereof. The arbitration award shall deal with the costs of arbitration and all matters related thereto including the arbitrator's fees and expenses. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Unless otherwise mutually agreed, any mediation or arbitration of a Dispute shall take place in the Municipality of Metropolitan Toronto, in the Province of Ontario, in the Country of Canada.

32. NO INTENTION TO CREATE A PARTNERSHIP

The Co-Owners acknowledge, agree and declare that the entering into of this Agreement does not, and is not intended to, create a partnership, for any purpose. The Co-Owners further agree that nothing herein is to be construed as a limitation of the powers or rights of any Co-Owner to carry on its separate respective activities. Except for the Operator as contemplated in this Agreement, none of the Co-Owners shall have the right to bind any of the other Co-Owners, transact any business in any of the other Co-Owners names or on their behalf or incur any liability for or on behalf of any of the other Co-Owners. The Co-Owners agree that they shall each report their income or loss arising from the ownership of their Interests, for both accounting and income tax purposes, and to the applicable taxing authorities, as co-venture parties independent of one another, and not as partners in a partnership.

33. NO RIGHT TO PARTITION, ETC.

Each of the Co-Owners, by becoming a party to this Agreement, agrees and will be deemed to have agreed that he will not seek any remedy or right for the termination of this Agreement which would otherwise be available at law or in equity or for the termination of the co-ownership of the Property or which would otherwise be available pursuant to the *Partition Act*, R.S.O. 1980, c. 369,) and any amendments or successor legislation thereto, and each such Co-Owner shall be forever estopped from asserting otherwise and from seeking such remedy or right. In the event of any breach of the provisions of this Section 33 by a Co-Owner, the other Co-Owners and the Operator shall, in addition to all rights and remedies at law or in equity to which it is or they are otherwise entitled, be entitled to a decree or order

LV V548-LV V577-41921

perpetually restraining and enjoining such partition, application, action or other proceeding, and the first-mentioned Co-Owner shall not plead in defence thereto that there would be an adequate remedy at law, it being acknowledged by all the parties hereto that the injury and damages flowing from any such breach would be impossible to measure monetarily.

34. TIME

Time shall be of the essence of this Agreement.

35. REFERENCE DATE

This Agreement is dated for reference as of the 30TH day of January 2015.

IN WITNESS WHEREOF this Agreement is executed with effect as of the day and year first above written.

EXECUTED this 24TH day of JUNE 2015 with effect as of the day and year first above written.

CO-OWNER

WITNESS

Signature of Witness

Print: CHIAKI HAYASHI

Signature of Co-Owner

Print: AKIKO KOBAYASHI

LV V548-LV V577-41921

EXECUTED this 24TH day of JULY, 2015 with effect as of the day and year first above written.

LONDON VALLEY V INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

EXECUTED this 24TH day of JULY, 2015 with effect as of the day and year first above written.

TSI-LV V INTERNATIONAL CANADA INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

LV V CAPITAL MANAGEMENT INC.

EXECUTED this 24TH day of JULY, 2015 with effect as of the day and year first above written.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

1961

SCHEDULE "1"

Legal Description of Property

Lands and premises located in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lots 58 & 59 ETR Westminster Designated Parts 8 & 9, 33R2972; and PT LT 59, ETR Westminster as in 559255; Save & Except Part 1, Plan ER864297; City of London

LV V548-LV V577-41921

1963

SCHEDULE "2"

NOTICE OF REQUISITION OF ORDINARY RESOLUTION

By Co-Owners

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____, 201_ .

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: AKIKO KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV V548-LV V577

By Operator

NOTICE IS HEREBY GIVEN that the undersigned requests the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned signed to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____ , 201__.

LV V CAPITAL MANAGEMENT INC.

Per: _____

Name:
Title:
I have authority to bind the Corporation.

1965

Appendix 1

FORM OF ORDINARY RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____ , 201__.

Witness		**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: AKIKO KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV V548-LV V577

Identification No. _____

1967

SCHEDULE "3"

NOTICE OF REQUISITION OF SPECIAL RESOLUTION

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners to approve the Special Resolution attached hereto as Appendix I **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Special Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Special Resolution.

Dated the _____ day of _____, 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: AKIKO KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV V548-LV V577

Identification No. _____

1969

Appendix I

FORM OF SPECIAL RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____, 201__.

Witness		**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: AKIKO KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV V548-LV V577

Identification No. _____

1971

DECLARATION OF TRUST

Cert. No. LV V JP 0b33f2e8843e8b440dd8caf7086995b0

Interest: 30/797TH

ID. 41921 UDI. LV V548-LV V577

This is to certify that AKIKO KOBAYASHI is the owner of an undivided beneficial 30/797TH interest (the "Interest") representing a value of Three Hundred Thousand dollars of lawful money of Canada (C$300,000.00) in the real property located in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lots 58 & 59 ETR Westminster Designated Parts 8 & 9, 33R2972; and PT LT 59, ETR Westminster as in 559255; Save & Except Part 1, Plan ER864297; City of London (the "Property") and that LONDON VALLEY V INC., as the registered holder of title to the Property, declares and acknowledges that it is holding title to the Property in trust for and on behalf of AKIKO KOBAYASHI, to the extent of the Interest.

Reference is made to the co-owners agreement (the "Agreement") dated for reference as of the 30TH day of January 2015 among the owner of the Interest named in the within Declaration of Trust, TSI-LV V INTERNATIONAL CANADA INC., LONDON VALLEY V INC., LV V CAPITAL MANAGEMENT INC. and all other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of the Agreement. The Agreement provides for certain rights and obligations of the owners of undivided beneficial interest in the Property.

This Declaration of Trust and the Interest represented hereby are not transferable by delivery but only by the registered holder hereof, or by his agent duly authorized in writing, upon compliance with the provisions of the Agreement, including delivery to TSI-LV V INTERNATIONAL CANADA INC. at its principal office in Mississauga, Ontario, of this Declaration of Trust together with a duly executed transfer of beneficial interest in the form required by TSI-LV V INTERNATIONAL CANADA INC.

IN WITNESS WHEREOF LONDON VALLEY V INC. and TSI-LV V INTERNATIONAL CANADA INC. have caused this Declaration of Trust to be signed by its duly authorized officers this 24TH day of JULY 2015.

LONDON VALLEY V INC.

Per: D. Carl

Name:
Title:
I/We have authority to bind the Corporation

TSI-LV V INTERNATIONAL CANADA INC.

Per: D. Carl

Name:
Title:
I/We have authority to bind the Corporation

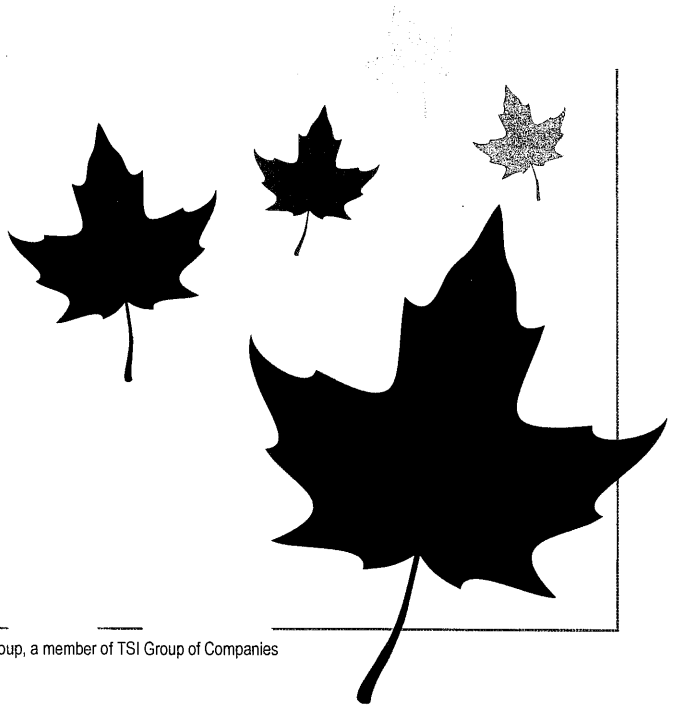
1973

1974

JP 41918
7/9/2015

LONDON VALLEY V INC.

YOSHIKI FUKIAGE



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UNIT IDENTIFICATION NO. LV V518-LV V547

AGREEMENT OF SALE AND PURCHASE dated the 24TH day of JUNE, 2015.

BETWEEN

YOSHIKI FUKIAGE,

Identification: PASSPORT (MT0794644)

Address: 501 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Phone Number: 81-776-28-6656

(hereinafter referred to as the "**Purchaser**")

-and-

TSI-LV V INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario,

(hereinafter referred to as the "**Vendor**");

-and-

LONDON VALLEY V INC.,
a corporation incorporated under the laws of the Province of Ontario

(hereinafter referred to as the "**Nominee**")

WHEREAS:

A. The Vendor is the beneficial owner of an undivided interest in a parcel of land described in Schedule "B" annexed to this Agreement (the "**Property**") and title to which Property is registered in the name of the Nominee.

B. The Vendor is engaged in the business of land banking, the prime focus of which is to locate and purchase raw land and to endeavour to rezone the land through the applicable land development process to an approved use determined by the Vendor to be suitable and appropriate in all of the circumstances, and to thereby enhance the value of the land.

C. The Purchaser acknowledges that rezoning of the Property is uncertain and may take many years to achieve, often six years or longer, and that there can be no assurance that rezoning will be obtained, or if obtained, to permit for such use or uses as were requested and/or otherwise on terms and conditions that are satisfactory.

D. The Vendor may from time to time sell undivided beneficial interests in the Property to various purchasers.

E. The Purchaser acknowledges that real estate investments are generally subject to various risks, including a lack of liquidity, the highly competitive nature of the real estate industry, changes in general economic conditions (such as the availability and cost of mortgage funds), conditions of supply and demand for any particular type of real estate in the particular area, government regulations and changes thereto (including uncertainties and delays in zoning, subdivision and development regulatory approval processes, taxation of

property and environmental legislation), changes in governments and the political environment in the jurisdiction where the real estate is located, and sensitivity to interest rates, among other factors.

F. The Purchaser acknowledges having had the opportunity to review this Agreement and its schedules with its advisors and to conduct such due diligence investigations as the Purchaser deemed appropriate with respect to all matters pertaining to the Property and to the Vendor.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. SALE OF UNDIVIDED BENEFICIAL INTEREST IN LAND

1.1 The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser a 30/797TH undivided beneficial interest in the Property (the "**Purchaser's Land Interest**").

1.2 The Purchaser's Land Interest will be identified by the following designated identification number: LV V518-LV V547

2. . PURCHASE PRICE

2.1 The Purchaser shall pay the aggregate sum of Ten Thousand Dollars of lawful money of Canada (C$10,000.00) for each 1/797TH undivided beneficial interest in the Property upon execution of this Sale and Purchase Agreement, of which Nine Thousand Three Hundred Dollars Only (C$9,300.00) of lawful money of Canada will be paid on account of the purchase price for such interest, and Seven Hundred Dollars Only (C$700.00) of lawful money of Canada will be paid into a segregated account known as the "Concept Planning Fund" (the "**Concept Planning Fund**") to be used to defray costs, expenses and fees to be incurred in connection with the Property, as more particularly hereinafter described and as described in the Co-Owners Agreement (as such term is hereinafter defined).

2.2 The Purchaser hereby agrees to purchase the Purchaser's Land Interest for a total purchase price of TWO HUNDRED SEVENTY NINE THOUSAND DOLLARS ONLY of lawful money of Canada (C$279,000.00) (the "**Purchase Price**"), and to pay the amount of TWENTY ONE THOUSAND DOLLARS ONLY of lawful money of Canada (C$21,000.00) into the Concept Planning Fund (the "**Concept Planning Fund Contribution**"). All references in this Agreement to payments of money being made shall mean lawful money of Canada.

2.3 The Purchase Price excludes applicable harmonized sales tax (the "**HST**") pursuant to the *Excise Tax Act*, R.S.C. 1985, c E-15, as amended (the "**ETA**") and the Purchaser agrees to pay the HST in addition to the Purchase Price and the Concept Planning Fund Contribution, unless the Purchaser has obtained and inserted (or instructed to be inserted) its HST registration number set forth below on the signing page of this Agreement, below its signature, prior to acceptance of this Agreement by the Vendor, in which case the Purchaser hereby represents and warrants that it is a registrant for HST purposes under the provisions of the ETA, under such registration number.

2.4 Included in the Purchase Price and the Concept Planning Fund Contribution, the Purchaser shall be responsible for the payment of land transfer tax ("**LTT**") under

the *Land Transfer Act*, R.S.O., c L.6. as amended (the "**LTTA**"), in the amount of TWO THOUSAND NINE HUNDRED THIRTY ONE DOLLARS AND THREE CENTS of lawful money of Canada (C$2,931.03).

2.5 The Purchaser covenants to pay, make and submit all necessary payments, filings and remittances within the time periods required therefor under the provisions of the ETA, if applicable, and the LTTA, and the regulations thereunder. The Purchaser hereby authorizes the Vendor on behalf of the Purchaser and with the Purchaser's funds, to make any and all payments, filings and remittances within the time periods required therefore under the provisions of the ETA relating to HST, if applicable, and under the provisions of the LTTA relating to LTT required to be made by the Purchaser arising from its acquisition of the Purchaser's Land Interest. While the Vendor agrees to assist the Purchaser in submitting such payments, remittances and filings, for greater certainty, nothing herein contained shall oblige the Vendor to make any payments or remittances from its own resources or funds and all such payments and remittances and filings shall be the Purchaser's obligation.

2.6 Funds in the Concept Planning Fund shall be applied towards defraying future costs of every nature and kind related to the Property, including property management costs, costs, fees, and services incurred in connection with planning activities, development submissions, subdivision applications, operational costs and all other activities and matters concerning or related to the Property, as determined by the Operator (as such term is defined in the Co-Owners Agreement) which would be incurred by or on behalf of the Purchaser as a Co-Owner. The Concept Planning Fund is intended to be a deposit account. The Purchaser's proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Purchaser following completion of the sale of the Property. The Purchaser's proportionate share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of the Co-Owners Agreement) will be paid by the Purchaser (in its capacity as a Co-Owner) and deducted from its proportionate share of any sale proceeds receivable by it, if and when the Property is sold or otherwise disposed of.

3. PAYMENT OF THE PURCHASE PRICE

3.1 The Purchaser hereby agrees that the Purchase Price, the Concept Planning Fund Contribution, and all other amounts due and payable hereunder, shall be paid to the Vendor on the Closing Date (as hereinafter defined). Following the Closing Date, the Vendor shall deliver the Concept Planning Fund Contribution to the Operator for deposit into the Concept Planning Fund.

3.2 All payments of the Purchase Price, the Concept Planning Fund Contribution, and such other amounts shall be made through the appointed agent (the "**Vendor's Agent**"), the Vendor's authorised agent and representative in the jurisdiction of residence of the Purchaser, and the Vendor hereby directs the Purchaser to make all such payments to the Vendor's Agent, who is authorised by the Vendor to acknowledge receipt of the Purchase Price and other amounts paid hereunder.

4. CLOSING DATE, DELIVERIES, COSTS, NON-MERGER

4.1 The date on which this Agreement is signed by the Purchaser and is accepted and signed by the Vendor and the Nominee shall be the "**Closing Date**". On the Closing Date, in addition to delivering the Purchase Price and this Agreement, the Purchaser agrees to deliver to the Vendor's Agent a copy of the Co-Owners Agreement signed by the Purchaser.

LV V518-LV V547-41918

4.2 Within ninety (90) days after the Closing Date, the Vendor agrees to deliver to the Purchaser the following documents (the "**Closing Documents**"):

(a) this Agreement, duly executed by the Vendor and the Nominee;

(b) a Declaration of Trust (as hereinafter defined), duly executed by the Nominee; and

(c) the Co-Owners Agreement (as hereinafter defined), duly executed by the Nominee and Operator (as therein defined).

4.3 The Vendor shall pay for the cost of drafting and/or settling the Closing Documents. The Vendor shall not be obligated to pay any other costs associated with the purchase of the Purchaser's Land Interest.

4.4 This Agreement shall be irrevocable by the Purchaser for a period of 120 days following its execution and delivery to the Vendor or the Vendor's Agent. This Agreement shall only become binding upon the Vendor and the Nominee following the Vendor and the Nominee having each accepted this Agreement as signified by its respective execution of this Agreement where indicated below.

4.5 All representations, warranties and covenants of the Purchaser as set out in this Agreement shall not merge upon closing but shall survive closing and the Closing Date.

5. VENDOR REPRESENTATIONS AND WARRANTIES

5.1 The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in completing the sale and purchase transaction contemplated in this Agreement:

(a) the Vendor is the beneficial owner of the Purchaser's Land Interest with good and marketable title thereto, subject to Section 6.1;

(b) registered title to the Property and beneficial title to the Purchaser's Land Interest shall be good and marketable and clear and free from all mortgages, charges and financial liens on the Closing Date;

(c) the Vendor has the right, power and authority to sell the Purchaser's Land Interest as contemplated in this Agreement;

(d) the Vendor is a corporation properly constituted and in good standing under the laws of the Province of Ontario and the laws of Canada applicable therein; and

(e) the Vendor is not now and on the Closing Date will not be a non-resident of Canada within the meaning of the *Income Tax Act* (Canada), R.S.C. 1985, c.1 (5th Supp.), as amended from time to time.

6. EASEMENTS, LIENS, REGISTERED AGREEMENTS

6.1 Other than any mortgage, charge or financial lien which the Vendor is required to discharge pursuant to this Agreement, registered title to the Property, and beneficial title to the Purchaser's Land Interest, shall be subject to all other liens and encumbrances registered

on title to the Property on the Closing Date or which may be registered against the title to the Property after the Closing Date, including those registered in connection with the rezoning or development process relating to the Property, and including, without limitation, agreements with the applicable municipality or region, agreements with public regulated utilities, easements for the supply of domestic utility or telephone services to the Property or properties which are adjacent to the Property, easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the Property or its proposed development, other registered restrictions or covenants that run with the lands, and the restrictions and reservations in the Crown patent.

7. PURCHASER(S)' REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 The Purchaser represents and warrants to and covenants in favour of the Vendor as follows:

(a) there are no liens, mortgages, judgements, executions or other encumbrances, related to or attaching to the Purchaser's Land Interest or any part thereof;

(b) the Purchaser shall keep the Purchaser's Land Interest and every part thereof free and clear of all liens, mortgages, other encumbrances, judgements or executions. The Purchaser warrants and represents that all such liens, mortgages, judgements, executions other encumbrances, if any, shall be discharged and removed forthwith at the Purchaser's sole cost and expense and the Purchaser shall hold harmless the Vendor and all other beneficial owners of undivided interests in the Property from time to time against any and all claims, liabilities, actions, cause of actions, charges, demands and costs, including solicitors fees in connection therewith; and

(c) the Purchaser will not register or cause to be registered this Agreement, the Co-Owners Agreement, notice of this Agreement, notice of the Co-Owners Agreement, notice of the Purchaser's Land Interest, or any caution against title to the Property and the Purchaser shall forthwith remove and discharge any such registration at its costs and expense, failing which the Vendor may do so at the cost and expense of the Purchaser.

7.2 The foregoing warranties, representations and covenants of the Purchaser shall not merge on closing but shall survive closing and the Closing Date.

8. PURCHASER(S)' PARTICULARS, NATURE OF VESTING OF BENEFICIAL TITLE

8.1 The Purchaser agrees and confirms that the personal information provided in Schedule "A" annexed hereto is true, accurate and complete and agrees to inform the Vendor in writing forthwith of any change in any of the information therein provided.

8.2 If there is more than one person that comprises the Purchaser, then the Purchaser's Land Interest will be held as joint tenants with right of survivorship unless the box below is initialled by the Purchaser in which case the Purchaser's Land Interest will be deemed to be held as tenants-in-common, in the percentages noted therein.

[ ] Purchaser elects to hold Purchaser's Land Interest as tenants- in -common and not as joint tenants, as follows: _____ as to ___%, _____ as to ____%.

9. PRESENT STATE AND CONDITION OF PROPERTY

9.1 The Purchaser hereby agrees that the purchase of the Purchaser's Land Interest is on an "as is, where is basis" with no representations or warranties whatsoever made by the Vendor, other than as expressly set out in this Agreement.

10. TITLE INSURANCE

10.1 The Nominee as registered owner of the Property obtained title insurance upon acquiring the Property (the "**Title Insurance Policy**") in such form and in such amount and with such stipulations, limitations and qualifications respecting coverage as it deemed appropriate.

11. NOMINEE AS BARE TRUSTEE; DECLARATION OF TRUST

11.1 The Purchaser acknowledges that the registered title to the Property is held by the Nominee, as nominee and bare trustee for the Vendor to the extent of its undivided beneficial interest in the Property, and as nominee and bare trustee for others to the extent of their respective undivided beneficial interests in the Property, and that on completion of the transaction herein contemplated the Nominee will hold the registered title to the Property to the extent of the Purchaser's Land Interest as nominee and bare trustee for the Purchaser and others to the extent of their respective undivided beneficial interests in the Property.

11.2 The mailing address of the Nominee for receiving notices shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee may change its mailing address from time to time by giving notice in writing to that effect pursuant to the notice provisions contained in the Co-Owners Agreement.

11.3 The Nominee agrees to execute and deliver to the Purchaser a declaration of trust (the "**Declaration of Trust**") wherein it will confirm that, from and after the Closing Date, it is holding the title to the Property for and on behalf of the Purchaser, to the extent of the Purchaser's Land Interest, in the place and stead of the Vendor.

11.4 The Purchaser acknowledges that the registered title to the Property shall at all times be in the name of the Nominee.

12. NO RIGHT TO USE, OCCUPY OR ACCESS

12.1 The Purchaser agrees that it hereby waives all rights of use, occupation and rights of access to the Property, and any part thereof, in order to facilitate the future rezoning and ultimate subdivision and re-development of the Property, for the benefit of all Co-Owners. The provisions of this Section 12 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date.

13. CO-OWNERS AGREEMENT

13.1 The Purchaser agrees that concurrent with its execution and delivery of this Agreement, the Purchaser shall execute and deliver the agreement or a counterpart of the co-

owners agreement, a draft copy of which is annexed hereto as Schedule "C" (the "**Co-Owners Agreement**").

13.2 The Co-Owners Agreement shall govern, amongst other things, the following:

(a) the rights and obligations of the Purchaser, as owner and any other owners of undivided beneficial interests in the Property;

(b) any future sale, financing and/or development of the Property;

(c) procedures for consent and approvals by the Co-Owners (as such term is defined in the Co-Owners Agreement);

(d) appointing the Operator (as such term is defined in the Co-Owners Agreement) for and on behalf of the Co-Owners;

(e) the rights and obligations of the Operator of the Property;

(f) the obligation of the Nominee as registered holder of the title to the Property for an on behalf of the Co-Owners;

(g) the right to transfer or assign the Purchaser's Land Interest or any part thereof and the terms conditions to be satisfied with respect to any such assignment or transfer; and

(h) such other matters as are therein contained.

13.3 The Vendor shall not be obligated but shall have the right to retain an undivided beneficial interest in the Property to such extent as it may in its absolute discretion deem appropriate and thus be a co-owner thereof and with respect to such undivided beneficial interest it shall be subject to the terms of the Co-Owners Agreement and entitled to exercise the rights of a Co-Owner.

14. SUBDIVISION CONTROL PROVISIONS

14.1 The Vendor agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and this Agreement shall be effective to create an interest in the Property provided that the provisions of the *Planning Act* (Ontario) are complied with in connection with the transaction of sale and purchase of the Purchaser's Land Interest.

15. NO REPRESENTATIONS, WARRANTIES OR ADVICE

15.1 The Purchaser acknowledges that none of the Vendor, the Nominee, the Vendor's Agent nor anyone acting on its or their behalf has made any representations or warranties except as are expressly set forth in this Agreement or the Co-Owners Agreement, nor given any advice respecting the tax treatment relating to the purchase or disposition of the Purchaser's Land Interest or any part thereof or the Property, nor as to the timing of sale, rezoning or development of the Property nor with respect to any potential or anticipated profit to be derived or derivable from the Purchaser's Land Interest or the Property.

15.2 The Purchaser has been urged and advised to consult with the Purchaser's own respective advisors including legal and tax advisors, with respect to the purchase and other matters pertaining to the Property and the Purchaser's Land Interest and the Closing Documents.

LV V518-LV V547-41918

16. SOURCE OF FUNDS

16.1 The Purchaser hereby represents, warrants, confirms and acknowledges that the source of the Purchaser's funds:

(a) are not derived directly or indirectly from any crime;

(b) are not linked directly or indirectly to any terrorists or against anti terrorist laws;

(c) are not embargoed funds; and

(d) are not obtained in violation of any laws or seeking to escape or avoid any tax laws;

16.2 The Purchaser covenants that all payments and remittances shall strictly comply , at its own expense, with all regulatory or exchange control provisions in force on the Closing Date and applicable to this Agreement.

16.3 The provisions of this Section 16 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date

17. NOTICES

17.1 All notices required hereunder shall be in writing and in the English language and may be served either personally upon the parties or by electronic transmission namely by fax or email addressed to the Parties at their respective last known addresses, fax number or email address.

18. HEIRS, ASSIGNS, ETC.

18.1 This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective heirs , administrators, executors, successors and permitted assigns; provided that, the Purchaser shall not be entitled to assign this Agreement or any of its rights hereunder without the prior written approval of the Vendor, which approval may be withheld in its absolute discretion.

19. SUPERCEDING AGREEMENT

19.1 This Agreement shall supercede any and all previous discussions, representations, agreements or understandings made by or on behalf of either of the parties hereto for or relating to the purchase and sale of the Purchaser's Land Interest.

20. SCHEDULES

20.1 Schedules "A", "B" and "C" annexed hereto form an integral part of this Agreement and shall be read together with this Agreement.

21. COUNTERPARTS

21.1 This Agreement may be executed in any number of counterparts and by original or facsimile signature with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement.

LV V518-LV V547-41918

22. LAWS AND JURISDICTION-ONTARIO

22.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

23. CAPTIONS

23.1 The captions of the sections of this Agreement are for convenience only and do not amplify or limit in any way the provisions hereof.

24. EFFECT OF PARTIAL INVALIDITY ON THIS AGREEMENT

24.1 In the event that any provision of this Agreement is illegal, void or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

25. FACSIMILE DOCUMENTS

25.1 The parties agree to accept facsimile executed documents, including Closing Documents, as if they were originally signed documents.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SET OUT BELOW.

WITNESSED BY:

DATE OF EXECUTION: 2015-06-24

THE PURCHASER

CHIAKI HAYASHI	YOSHIKI FUKIAGE
Print Name of Witness	Print Name of Purchaser
✓ Chiaki Hayashi	吹上義樹 ★
Signature of Witness	Signature of Purchaser
Witness Identification Number	HST Number: 81280 4326 RT0001

LV V518-LV V547-41918

✓

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DATE OF EXECUTION: 2015-8-14
THE VENDOR:
TSI-LV V INTERNATIONAL CANADA INC.

Per:

Name:
Title:
HST Number: 82147 9797 RT0001

I/We have the authority to bind the Corporation.

DATE OF EXECUTION: 2015-8-14

THE NOMINEE:
LONDON VALLEY V INC.

Per:

Name:
Title:
I/We have the authority to bind the Corporation.

1986

SCHEDULE "A" – PURCHASER(S) PARTICULARS

Information Concerning Purchaser:

PURCHASER:

Full Name: YOSHIKI FUKIAGE

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: 501 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Home Telephone: 81-776-28-6656 Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: _____

Country of Birth: JAPAN

The following have been provided to the Vendor:

( ) Driver's Licence (✓) Passport ( ) Other_____

1988

SCHEDULE "B" – PROPERTY and NOMINEE

LEGAL DESCRIPTION OF PROPERTY

Lands and premises located in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lots 58 & 59 ETR Westminster Designated Parts 8 & 9, 33R2972; and PT LT 59, ETR Westminster as in 559255; Save & Except Part 1, Plan ER864297; City of London

LONDON VALLEY V INC.

REGISTERED HOLDER OF LEGAL TITLE TO PROPERTY

Office: 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3

Tel No: 1-905-602-7463

Fax No: 1-905-602-7460

1990

1991

SCHEDULE "C" – CO-OWNERS AGREEMENT

LV V518-LV V547-41918

1992

1993

UNIT IDENTIFICATION NO. LV V518-LV V547

CO-OWNERS AGREEMENT

LONDON VALLEY V INC.

THIS CO-OWNERS AGREEMENT is dated the 30TH day of January 2015.

BETWEEN:

YOSHIKI FUKIAGE,

Identification: PASSPORT (MT0794644)

Address: 501 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

(hereinafter referred to as the "**Purchaser**")

-and-

LONDON VALLEY V INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Nominee**")

-and-

TSI-LV V INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Vendor**")

-and-

LV V CAPITAL MANAGEMENT INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Operator**")

-and-

All other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of this Agreement

(hereinafter collectively referred to as the "**Co-Owners**")

WHEREAS:

1. Pursuant to a Sale and Purchase Agreement, the Vendor has sold to the Purchaser, and the Purchaser has purchased from the Vendor, an undivided beneficial interest in the Property;

2. The Nominee is the registered owner of the Property and has agreed to hold the Property as nominee and bare trustee for and on behalf of the Co-Owners from time to time;

3. Every purchaser of an undivided beneficial interest in the Property, every assignee of such purchaser, and every assignee of each such assignee, is required to execute and deliver a counterpart of this Agreement and shall be bound as a Co-Owner pursuant thereto; and

LV V518-LV V547-41918

4. This Agreement sets forth the provisions which govern the Co-Owners' ownership of undivided beneficial interests in the Property and any future sale, financing and/or development with the Property and their respective undivided beneficial interests therein.

NOW THEREFORE in consideration of the payment of the sum of One Dollar ($1.00) and other good and valuable consideration now paid by each party to the other, the receipt of which is hereby acknowledged, and of the premises and the mutual covenants herein contained, the parties hereto hereby covenant and agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall be deemed to have the following meanings:

(a) "**ASPE**" shall have the meaning ascribed thereto in Section 16 of this Agreement;

(b) "**Additional Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(c) "**this Agreement**", "**hereof**", "**herein**," "**hereunder**" and words to like effect, refer to this Co-Owners Agreement as a whole and not to any particular provision, as it may be amended, supplemented and/or restated from time to time;

(d) "**Business Day**" means any day of the week other than a Saturday, Sunday or a day which is a statutory holiday, in Ontario, Canada;

(e) "**Concept Planning Fund**" shall have the meaning ascribed thereto in Section 18 of this Agreement;

(f) "**Co-Owners**" means the owners from time to time of Interests and who have signed a counterpart of this Agreement, and shall include the Purchaser, as well as the Vendor to the extent that it retains any Interest, and "**Co-Owner**" means any of the Co-Owners;

(g) "**Co-Owners Record**" has the meaning ascribed thereto in Section 11 of this Agreement;

(h) "**CRA**" means the Canada Revenue Agency, established pursuant to the *Canada Revenue Agency Act*, S.C. 1999, c. 17, which administers tax laws of Canada, including under the *Income Tax Act*, for the Government of Canada;

(i) "**Declaration of Trust**" means the declaration of trust executed by the Nominee concurrently with the completion by a Co-Owner of the purchase from the Vendor of an Interest and pursuant to which the Nominee declares and confirms that it holds registered title to the Property in trust for and on behalf of such Co-Owner, to the extent of such Co-Owner's respective Interest. For greater certainty, "**Declaration of Trust**" includes the declaration of trust executed by the Nominee upon the completion by a Co-Owner of the Transfer of an Interest to a transferee in accordance with the provisions of this Agreement, and includes the declaration of trust executed by the Nominee in favour of the Vendor at the time of its acquisition of the Property;

(j) "**Designated Person**" shall have the meaning ascribed thereto in Section 10 of this Agreement;

LV V518-LV V547-41918

(k) "**Dispute**" shall have the meaning ascribed thereto in Section 31 of this Agreement;

(l) "***Excise Tax Act***" means the *Excise Tax Act* (Canada), as amended from time to time, including the regulations made pursuant thereto;

(m) "**HST**" means the harmonized sales tax payable pursuant to the *Excise Tax Act*, including the Province of Ontario's portion thereof;

(n) "***Income Tax Act***" means the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.), as amended from time to time, including the regulations made pursuant thereto;

(o) "**Initial Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(p) "**Interest**" means the undivided beneficial interest in the Property purchased by a Co-Owner pursuant to a Sale and Purchase Agreement, and includes any undivided beneficial interest in the Property continued to be owned by the Vendor, and "**Interests**" means every Interest;

(q) "***Land Transfer Tax Act***" means the *Land Transfer Tax Act*, R.S.O. c.L.6, as amended;

(r) "**LTT**" means the land transfer tax payable pursuant to the *Land Transfer Tax Act*;

(s) "**Net Income**" shall have the meaning attributed thereto in Section 6(j) of this Agreement;

(t) "**Notice Requisitioning an Ordinary Resolution**" shall have the meaning attributed thereto in Section 8 of this Agreement;

(u) "**Notice Requisitioning a Special Resolution**" shall have the meaning attributed thereto in Section 10 of this Agreement;

(v) "**Offer**" shall have the meaning attributed thereto in Section 19 of this Agreement;

(w) "**Operator**" means LV V CAPITAL MANAGEMENT INC., or the Designated Person that may be appointed as the Operator's replacement as determined in accordance with Section 10 of this Agreement;

(x) "**Ordinary Resolution**" means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 51% of the aggregate Interests in the Property;

(y) "**Planning Activities**" means the reports, plans, studies, audits, assessments, investigations, legal proceedings, procedures, filings, submissions, applications and/or any other actions taken or made in respect of or in furtherance of the rezoning of, or other land use planning matters related to, the Property;

(z) "**Property**" means the real property legally described on Schedule "1" annexed hereto;

(aa) "**Retained Interest**" shall have the meaning attributed thereto in Section 23 of this Agreement;

(bb) "**Sale and Purchase Agreement**" means the agreement of sale and purchase, or an agreement substantially in the form of the agreement of sale and purchase, entered into

LV V518-LV V547-41918

between the Vendor, as vendor, and each Co-Owner (other than the Vendor), as purchaser, pursuant to which each Co-Owner agreed to acquire its respective Interest in the Property. **"Sale and Purchase Agreements"** means every Sale and Purchase Agreement;

(cc) **"Special Resolution"** means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 85% of the aggregate Interests in the Property;

(dd) **"Transfer"** shall have the meaning ascribed thereto in Section 11 of this Agreement; and

(ee) **"Vendor"** means TSI-LV V INTERNATIONAL CANADA INC.

2. INTERPRETATION

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) the division of this Agreement into Articles, paragraphs, subparagraphs and schedules and the insertion of headings are provided for convenience only and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;

(b) all references to currency herein are references in Canadian dollars;

(c) any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto;

(d) any reference to an entity shall include and shall be deemed to be a reference to any entity that is a successor to such entity;

(e) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

3. TITLE

Legal title to the Property shall be held in the name of the Nominee, which shall hold such title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Vendor, to the extent of its Retained Interest, if any.)

4. MAILING ADDRESSES

The mailing address of the Nominee, the Vendor and the Operator shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee, the Vendor and/or the Operator may change its mailing address from time to time by giving notice in writing to that effect to all Co-Owners, pursuant to the notice provisions contained in this Agreement.

5. REPRESENTATIONS AND WARRANTIES OF THE NOMINEE AND OPERATOR

(a) The Nominee represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite power, capacity and corporate authority to act as nominee and to perform its obligations under this Agreement;

(iii) it shall not carry on any business other than for the purposes set forth in this Agreement;

(iv) it holds and shall continue to hold legal title to the Property as nominee and bare trustee for and on behalf of each Co-Owner to the extent of each Co-Owner's Interest; and

(v) it shall only deal with the Property in the manner and as provided for in this Agreement.

(b) The Operator represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite capacity and corporate authority to act as Operator, and to perform its obligations under this Agreement; and

(iii) it shall comply with its obligations as provided for in this Agreement.

6. OPERATION AND MANAGEMENT OF THE PROPERTY

The Co-Owners hereby appoint the Operator and the Operator hereby accepts the appointment as the operator and manager of the Property and agrees to undertake such Planning Activities as the Operator may determine in its discretion, acting reasonably, are required to rezone the Property to such use or uses as the Operator shall determine, acting reasonably, and in the best interest of the Co-Owners. The Operator agrees to carry out such Planning Activities and to operate and manage the Property in good faith and in the best interest of the Co-Owners. The Operator agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and to proceed diligently to make all necessary applications to rezone the Property to such use or uses as the Operator shall determine, in its reasonable discretion, and to use its reasonable commercial efforts, at the cost and expense of the Co-Owners, with such costs to be defrayed out of the Concept Planning Fund initially, to obtain all necessary approvals and consents from applicable governmental authorities in connection therewith. Subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have such general powers and authority to administer, manage, control, operate, finance, refinance, develop, lease, grant easements and other rights in, under and over, the Property and to do any act, take any proceeding, make any decision and execute and deliver any instrument, deed, agreement, affidavit or document necessary for or incidental to any of the foregoing, for and on behalf and in the name of the Co-Owners, or as the Co-Owners may so direct by Special Resolution. No person dealing with the Operator

LV V518-LV V547-41918

will be required to enquire into the authority of the Operator to do any act, take any proceeding, make any decision or execute and deliver any instrument, deed, agreement or document for or on behalf or in the name of the Co-Owners.

Without limiting the generality of the foregoing provisions of this Section 6, but subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have the following specific powers and authorities without further authority or approval from the Co-Owners:

(a) to engage such professional advisers and consultants as the Operator considers advisable in order to perform its duties hereunder;

(b) to open and operate one or more bank accounts in its name, as agent for the Co-Owners in respect of the Property with a Canadian chartered bank or trust company, into which the Operator may deposit all rentals, if any, and other income earned from the Property (if any) (which for greater certainty shall not include the Concept Planning Fund), and out of which account(s) all expenses properly relating to the Property shall be paid, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of such funds to cover all such expenses;

(c) to execute, deliver and carry out all other agreements which require execution by or on behalf of the Co-Owners with respect to the Property, including without limitation, any agreements required by any governmental or statutory authority having jurisdiction over or with respect to the Property, development agreements, site plan agreements, cost sharing agreements, easements and rights of way;

(d) to enter into lease and/or tenancy arrangements in respect of the Property or any part thereof and to collect all rentals and other income therefrom, if any, provided that nothing herein shall constitute a guarantee by the Operator of the payment of any rent by tenants;

(e) to pay all taxes, fees and other expenses relating to the orderly maintenance and management of the Property out of the Concept Planning Fund, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of funds to cover all such expenses;

(f) to commence or to defend on behalf of the Co-Owners, the Nominee, or itself, any and all actions and other proceedings pertaining to the Property or to the Co-Owners;

(g) to determine the amount and type of insurance coverage, if any, to be maintained in order to protect the Property and the Co-Owners from all usual perils of the type covered in respect of comparable properties and in order to comply with the requirements of any lenders of funds;

(h) to retain, employ and pay and discharge on behalf of the Co-Owners all servants, employees, advisors, consultants and/or contractors necessary to be retained for the management and operation of the Property, including, without limitation, for matters relating to its rezoning and development;

(i) to contract on behalf of the Co-Owners for water, gas, electricity and other utility services and commodities, including cable and telephone services necessary for the development, operation and maintenance of the Property; and

LV V518-LV V547-41918

(j) to distribute the Net Income from the ownership, operation, use, financing, refinancing, and/or sale of the Property (if any) to each Co-Owner, proportionate to its respective Interest. For the purposes of this Agreement, "**Net Income**" shall mean the gross receipts (which, for greater certainty, shall not include the Concept Planning Fund) derived in any way from dealing with the Property, received by or on behalf of the Co-Owners from the ownership, operation, use, leasing, financing, refinancing, sale of, and/or development and/or any other dealing with of the Property, minus the aggregate of all proper expenses and charges incurred in connection therewith, calculated on an accrual basis, including:

(i) payment of principal and interest owing to mortgagees or other encumbrancers, or other lenders;

(ii) realty taxes, property tax assessments, charges or levies made by any duly constituted governmental or statutory authority, due and owing and secured by a right or apparent right to claim a lien or charge upon the Interests, or any of them, or the Property, and money due and owing from improvements to the Property secured by a lien or charge in favour of materialmen or workmen or trade contractors or other like persons or corporations upon the Interests, or any of them, or the Property;

(iii) all costs and expenses of any sale, financing or refinancing;

(iv) all development costs and expenses;

(v) all costs and expenses of operating, maintaining, leasing, managing, using, and/or developing the Property, and the costs and expenses of repair;

(vi) lighting, electricity and public utilities costs and expenses;

(vii) professional fees reasonably attributed to the Property, its operation, use, financing, refinancing, sale and/or development;

(viii) all other costs, expenses or disbursements which are properly attributable to the Property, except payments to the Co-Owners on account of capital or distribution of Net Income; and

(ix) reserves in such amount as deemed appropriate by the Operator from time to time, including without limitation for the purposes of replacement of major equipment, major renovations and repairs, leasehold improvements, marketing costs and any other reserves normally required for the prudent operation, use, financing, refinancing, sale and/or development of a like property.

Each Co-Owner shall have a proportionate beneficial interest in all of the gross cash receipts derived from the Property and shall be responsible for its proportionate share of the expenses and charges incurred in connection with the Property, in each case proportionate to its respective Interest. Each Co-Owner hereby irrevocably directs the Operator to pay its proportionate share of such expenses and charges out of its proportionate share of such gross cash receipts, as well as out of the Concept Planning Fund.

Each Co-Owner hereby confirms and acknowledges that neither the Operator nor any of its officers, directors, employees, advisors, consultants, agents or representatives has made any warranty or representation, or given any advice:

LV V518-LV V547-41918

(k) as to or in respect of the tax treatment of the purchase, disposition or holding of the Interest by a Co-Owner; or

(l) as to the timing of the rezoning or sale or development of the Property or the returns attainable by the Co-Owners upon a sale or lease of or other dealing with the Property.

Each Co-Owners acknowledges that he has been advised to seek his own independent legal and tax counsel prior to entering into a Sale and Purchase Agreement and this Agreement.

7. AUTHORITY TO WITHHOLD

The Operator is authorized to withhold any amounts required to be withheld from any distribution or other payment to a Co-Owner pursuant to the provisions of the *Income Tax Act* and to make payment of any such amount on behalf of a Co-Owner to the CRA, on account of taxes as may be required by law.

8. POWERS EXERCISABLE BY ORDINARY RESOLUTION

Notwithstanding anything to the contrary contained in this Agreement, the following powers shall only be exercisable by the Operator after an Ordinary Resolution is passed by the Co-Owners:

(a) approving the sale or exchange of all or any part of the Property (other than the sale of Interests by the Operator pursuant to Sale and Purchase Agreements);

(b) approving a proposal or plan to develop the Property;

(c) subject to Section 17, consenting to the amendment of this Agreement, provided that, no amendment to this Agreement shall impose or increase any financial or other obligations upon any of the Nominee of the Operator, or in any way adversely affect the Nominee or the Operator, without the prior written approval of the Nominee or the Operator, as the case may be;

(d) approving or ratifying the making of an Additional Advance by the Operator, in accordance with Section 18; or

(e) requiring that the financial statements for the Property be audited.

Other than a matter which under the terms of this Agreement requires a Special Resolution, the Operator may at any time and from time to time by notice in writing to all Co-Owners substantially in the form annexed hereto as Schedule "2" (the "**Notice Requisitioning an Ordinary Resolution**") request the Co-Owners to consider and approve any matter relating to the Property not requiring a Special Resolution. The Notice Requisitioning an Ordinary Resolution shall specify with reasonable detail the matter to be approved by the Co-Owners.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution. If the Operator fails to deliver such Notice Requisitioning an Ordinary Resolution within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or a group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the

LV V518-LV V547-41918

Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution which the Operator failed to deliver within the time provided in this Section 8 for the Operator to do so.

9. POWERS EXERCISABLE BY SPECIAL RESOLUTION

The following powers shall only be exercisable by Special Resolution passed by the Co-Owners:

(a) terminating the appointment of the Operator and appointing a new Operator from time to time, in accordance with the provisions of Section 10;

(b) instituting or continuing an action or suit against the Operator for damages based upon the fraud or gross negligence of the Operator in the performance of its obligations under this Agreement;

(c) requiring the Operator to remove the incumbent independent firm of chartered accountants qualified in Canada appointed pursuant to Section 16 and requiring the Operator to appoint a replacement; or

(d) apppointing a replacement for the Nominee in the event that the Nominee should be wound up or dissolved or be declared a bankrupt, such replacement to hold legal title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Operator if it retains any Retained Interest.)

10. CONTROL AND AUTHORITY VESTS WITH CO-OWNERS

The Co-Owners may by Special Resolution terminate and remove the Operator (in its capacity as Operator and not as a Co-Owner)and appoint a new Operator in its place and stead. Such new Operator shall be bound by all of the terms of this Agreement and shall execute an agreement confirming that it is bound under this Agreement as if it was an original signatory thereto.

Upon termination, the Operator terminated shall forthwith upon request of the person designated in the Special Resolution as the replacement Operator (the "**Designated Person**") do the following:

(a) deliver all agreements, documents, instruments, books and records and writings relating to the Property in its possession to the Designated Person, including, without limitation, the Co-Owners Record;

(b) execute and deliver such consents, acknowledgements and assignments pertaining to the Property and any Planning Activities as the Designated Person may require;

(c) cause its representatives on the board of directors of the Nominee to execute resignations as directors and officers forthwith after being required to do so by the Designated Person, provided the Nominee shall continue to indemnify such directors and officers in accordance with its by-laws in existence at the date hereof;

(d) execute and deliver a release in form and content satisfactory to the Designated Person, acting reasonably, releasing the Nominee and the Co-Owners from any liability, provided that: (i) the release by the Operator shall not release the Co-Owners from their obligation to continue to indemnify the Operator pursuant to Section 21 hereof; and (ii) the

LV V518-LV V547-41918

Operator receives a release in form and content satisfactory to the Operator, acting reasonably, executed by the Nominee and by the Designated Person for and on behalf of itself and each of the Co-Owners, releasing the Operator from any liability, and the Co-Owners expressly acknowledge and agree that the Designated Person shall have the power and authority to deliver such release, without any further approval or authorization required from the Co-Owners;

(e) do all things necessary and execute all necessary documents to effect the change of shareholders of the Nominee as directed by the Designated Person; and

(f) otherwise co-operate and assist to carrying out and giving effect to each of the actions set out in Section 10(a), (b), (c), (d) and (e) above.

The Operator may at any time and from time to time by notice in writing, substantially in the form annexed hereto as Schedule "3" (the "**Notice Requisitioning a Special Resolution**") to all Co-Owners, request the Co-Owners to consider and approve any matter relating to the Property requiring a Special Resolution pursuant to the terms of this Agreement. The Notice Requisitioning a Special Resolution shall specify with reasonable detail the matter to be considered and approved by Special Resolution.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning a Special Resolution with respect to any matter relating to the Property, including any matter requiring a Special Resolution pursuant to this Agreement. If the Operator fails to deliver such Notice Requisitioning a Special Meeting within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the Notice Requisitioning a Special Resolution which the Operator failed to deliver within the time provided in this Section 10 for the Operator to do so.

11. CO-OWNERS RECORD AND TRANSFERS OF INTEREST

The Operator shall record and at all times maintain and keep up to date a record of the names, addresses and other contact information for the Co-Owners, and the Interest held by each of the Co-Owners as well as particulars of any Transfer of Interests (collectively, the "**Co-Owners Record**").

No Co-Owner shall sell, transfer, assign, mortgage, pledge, grant a security interest or otherwise encumber or dispose of its Interest in the Property (each, a "**Transfer**"), except in compliance with any applicable requirements of the *Securities Act* (Ontario) and any other applicable legislation and otherwise in accordance with the provisions of this Agreement, if and to the extent required.

A Co-Owner may Transfer an Interest or part thereof provided that such Co-Owner complies and satisfies each of the following conditions:

(a) the transferor first delivers to the Operator an original or notarial copy of the executed document or instrument effecting the Transfer which shall be in such form as may be acceptable to the Operator, acting reasonably;

(b) the transferee agrees in writing and in such form as may be acceptable to the Operator, to be bound by the terms of this Agreement and upon completion of the Transfer to

LV V518-LV V547-41918

assume the obligations of the transferor under this Agreement in respect of the Interest subject to the Transfer;

(c) the transferor delivers or causes to be delivered to the Operator a direction addressed to both the Nominee and the Operator, in form and substance satisfactory to the Operator and the Nominee, directing the Nominee to execute and deliver a Declaration of Trust for the Interest subject to the Transfer in favour of the transferee;

(d) the transferee pays such costs, expenses and disbursements, including legal fees, as are reasonably incurred by the Operator by reason of the Transfer;

(e) the transferee pays all applicable HST pursuant to the *Excise Tax Act*, and all applicable LTT pursuant to the *Land Transfer Tax Act*, and makes or causes to be made any and all necessary filings, payments and remittances within the time periods required therefor under the provisions of the *Excise Tax Act* and the *Land Transfer Tax Act* and the respective regulations thereunder;

(f) the transferor either provides the transferee with evidence reasonably satisfactory to the transferee that the transferring Co-Owner is not then a "non-resident" of Canada within the meaning of the *Income Tax Act* or provide the transferee with a certificate pursuant to subsection 116(2) of the *Income Tax Act* with a certificate limit in an amount not less than the purchase price for the Interest subject to the Transfer; provided that if such evidence or certificate is not forthcoming, the transferee shall be entitled to make the payment of tax required under section 116 of the *Income Tax Act* and to deduct such payment from the purchase price for the Interest subject to the Transfer;

(g) the transferee executes and delivers to the Operator a counterpart of the Agreement; and

(h) the transferor provides such other documents, agreements, acknowledgements and confirmations as may be required by the Operator or by law (including compliance by the transferring Co-Owner with the provisions of the *Securities Act* (Ontario) if and to the extent applicable).

When a transferee of an Interest is entitled to become a Co-Owner pursuant to the provisions hereof, the Operator will:

(i) record a Transfer of the Interest; and

(j) forward a Declaration of Trust to the transferee in respect of the Interest so transferred.

For the avoidance of doubt, a Transfer by Co-Owner may include a transfer into trust, in which case the terms "sale and purchase agreement", "Purchaser", "purchase", "purchased", and "sale", wherever such terms appear in this Agreement, shall be read so as to recognize that such Transfer is not a purchase and sale transaction between a Co-Owner and a purchaser but a transaction in the nature of a transfer into trust by the transferring Co-Owner to a trustee. Nothing in this Section 11 shall be construed to affect the provisions of Section 12 of this Agreement.

12. OPERATOR NOT BOUND TO SEE TO TRUST OR EQUITY

Other than pursuant to the terms of the Declaration of Trust, the Operator shall not be bound to see to the execution of any trust, express, implied or constructive, or any charge, pledge or equity to which any Interest is subject, or to ascertain or inquire whether any sale or transfer of any such Interest by any Co-Owner or by his personal representatives is authorized by such trust, charge, pledge or equity, or to recognize any person having any interest therein except for the person or persons recorded by the Operator as the Co-Owner.

LV V518-LV V547-41918

13. INCAPACITY, DEATH, INSOLVENCY OR BANKRUPTCY

Where a person becomes entitled to an Interest by incapacity, death, insolvency or bankruptcy of a Co-Owner or otherwise by operation of law, in addition to the requirements of Section 11 hereof, that person will not be recorded as or become a Co-Owner until:

(a) he produces evidence satisfactory to the Operator of such entitlement; and

(b) he has delivered such other evidence, approvals and consents in respect of such entitlement as the Operator may require and as may be required by applicable law or by this Agreement.

14. DECLARATIONS OF TRUST

A separate Declaration of Trust shall be executed and delivered by the Nominee to each Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of a Co-Owner to the extent of the Co-Owner's Interest. Provided that the Transfer of an Interest has been effected in accordance with the provisions of Section 11 of this Agreement, a separate Declaration of Trust shall be executed and delivered by the Nominee to each transferee Co-Owner of an Interest from a transferring Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of the transferee Co-Owner to the extent of such Co-Owner's Interest.

15. LOST DECLARATIONS OF TRUST

Where a Co-Owner by notice in writing advises the Operator that the Declaration of Trust with respect to such Co-Owner's Interest has been defaced, lost or destroyed or wrongly taken, the Operator may cause a new Declaration of Trust to be issued, provided that the Co-Owner files with the Operator an indemnity in such form as is satisfactory to the Operator to indemnify the Operator, the Nominee and the other Co-Owners from any loss, cost, liability or damages that it or they may incur or suffer by complying with the request to issue a new Declaration of Trust, and provided further that the Co-Owner satisfies all other reasonable requirements of the Operator, including delivery of a form of proof of loss.

16. BOOKS AND RECORDS AND FINANCIAL REPORTS

The Operator will keep or cause to be kept on behalf of the Co-Owners at the Operator's principal place of business in Ontario:

(a) full and accurate books of account and records of all financial transactions relating to the Property including, without limitations, the receipts and expenditures relating to the Property and the Concept Planning Fund;

(b) the Co-Owners Record setting out the name and address of each Co-Owner; and

(c) copies this Agreement and all counterparts.

At any time upon 10 Business Days written notice to the Operator a Co-Owner may request the Operator to examine any of the documents noted in clauses (a) and (b) above at the office of the Operator and may take copies thereof provided that such requesting Co-Owner pays the reasonable cost to the Operator for making such copies, provided further that any such requesting Co-Owner shall have first provided an affidavit and undertaking, in form and substance satisfactory to the Operator, acting reasonably, duly sworn before a notary public or other individual authorized to administer oaths in the jurisdiction of residence of the

LV V518-LV V547-41918

Purchaser, stating: (aa) the name and address of such requesting Co-Owner, and that the Co-Owner is a Co-Owner; (bb) that the Co-Owners Record shall not be used by the requesting Co-Owner or any other person except in connection with a *bona fide* effort to influence the voting by Co-Owners on an Ordinary Resolution or a Special Resolution; (ccc) that the information so provided is subject to applicable privacy rules and regulations; (ddd) that none of the information provided pursuant to clause (a) above shall be disclosed by or on behalf of the requesting Co-Owner to any person who is not a Co-Owner, that such information is proprietary to the Operator and the Co-Owners, and that its disclosure could cause irreparable harm to the other Co-Owners and the Operator; (eee) that the requesting Co-Owner will not, directly or indirectly, offer for sale or purchase, or otherwise traffic in, a list or copy of a list of the Co-Owners or any information contained in the Co-Owners Record; (fff) the requesting Co-Owner acknowledges and agrees that in the event of a breach of any of the covenants, provisions and restrictions in affidavit, the Co-Owners' and Operator's remedy in the form of monetary damages may be inadequate and that the Operator, for itself and on behalf of the other Co-Owners, shall be authorized and entitled, in addition to all other rights and remedies available to it and them, to apply for and obtain from any court of competent jurisdiction interim and permanent injunctive relief and an accounting of all profits and benefits arising out of such breach; and (ggg) that the requesting Co-Owner shall indemnify and hold harmless the Operator and the Nominee and the other Co-Owners from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee or the other Co-Owners by reason of any breach by such requesting Co-Owner of any of the covenants, provisions and restrictions contained in the affidavit.

The Operator shall provide or cause to be provided to each Co-Owner not later than 120 days after the end of each calendar year, financial statements showing the financial results for the Property for such calendar year. The Operator shall retain, at the expense of the Co-Owners, an independent firm of chartered accountants qualified in Canada to prepare such financial statements. Such financial statements shall contain a balance sheet, and a statement of cash flows and shall be prepared in accordance with Canadian accounting standards for private enterprises ("**ASPE**") applicable to the real estate industry in Canada and applied on a consistent basis from year to year. The financial statements shall not be required to be audited unless the Co-Owners by Ordinary Resolution require audited financial statements. For greater certainty, the funds in the Concept Planning Fund are hereby recognized as being the funds of the Operator, not of the Co-Owners.

17. AMENDMENT OF AGREEMENT

This Agreement may be amended in writing on the initiative of the Operator with the consent of the Co-Owners given by Ordinary Resolution. Notwithstanding the foregoing, the Operator may, without any prior notice to or consent from the Co-Owners amend any provision of this Agreement from time to time:

(a) to cure an ambiguity or to correct or supplement any provision contained herein which, in the reasonable opinion of the Operator, may be defective or inconsistent with any other provision contained herein, and with respect to which the cure, correction or supplemental provision does not and will not adversely affect the Interests of the Co-Owners; or

(b) to make such other provisions in regard to matters or issues relating to or arising under this Agreement which, in the reasonable opinion of the Operator, do not and will not adversely affect the Interests of the Co-Owners.

LV V518-LV V547-41918

The Operator agrees to inform the Co-Owners by written notice within 60 days following the effective date of an amendment to this Agreement and provide copies of the amending agreement within the said 60 days.

18. PLANNING ACTIVITIES AND CONCEPT PLANNING FUND

As agent for the Vendor, the Operator shall deposit an amount equivalent to the Concept Planning Fund Contribution (as such term is defined in each Sale and Purchase Agreement) received by the Vendor under every completed Sale and Purchase Agreement into a single, segregated account (the "**Concept Planning Fund**") to be in the name of the Operator and to be used by the Operator solely for the purpose of paying the costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities, and those costs and expenses enumerated in Section 6(j) of this Agreement.

The Concept Planning Fund is intended to be a deposit account. Each Co-Owner's respective proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Co-Owner following completion of the sale of the Property. Each Co-Owner's share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of this Agreement) will be paid by the Co-Owner and deducted from his proportionate share of any sale proceeds receivable by him, if and when the Property is sold or otherwise disposed of. Each Co-Owner hereby irrevocably authorizes and directs the Operator to withhold from his proportionate share of any amounts otherwise receivable by it under this Agreement the amount of any such shortfall, and to pay such amount to the Operator.

The Operator shall keep proper and accurate records and details of all expenses paid out of the Concept Planning Fund, and at the request of the Vendor, provide access to the Vendor's representatives to such records and details of expenses to permit the Vendor to satisfy itself that such expenses were paid in accordance with the provisions of this Agreement.

The Operator shall prepare, perform and take or cause to be prepared, performed and taken all Planning Activities as it determines in its reasonable discretion are necessary for and on behalf of the Co-Owners including, without limitation, the following:

(a) surveys and concept plans in connection with the rezoning of the Property;

(b) in the reasonble discretion of the Operator, engage all consultants and professionals including, without limitation, legal counsel with respect to rezoning of the Property or any other Planning Activities;

(c) enter into or request the Nominee to enter into and deliver any documents, consent, acknowledgements or agreements including, without limitation, easements, rights in the nature of an easement, transfers, undertakings, applications, appeals and/or any other similar or related agreements or documents which may be required in the reasonable discretion of the Operator in connection with the Planning Activities;

(d) pay for all costs and expenses associated with Planning Activities, municipal property taxes and the cost of maintaining the Property, out of the Concept Planning Fund, and if insufficient, out of additional funds provided by the Co-Owners; and

(e) keep detailed records and accounts for or pertaining to the Planning Activities.

LV V518-LV V547-41918

If the amount set aside in the Concept Planning Fund is not sufficient to defray all costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities and those costs and expenses enumerated in Section 6(j) of this Agreement, the Operator, in the exercise of its absolute discretion, and without the approval of the Co-Owners, may advance to the Co-Owners an amount or amounts on account of such shortfall to a maximum of 5% of the aggregate purchase prices paid by all Co-Owners for their respective Interests(collectively, the "**Initial Advance**"). The Initial Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance made to the Co-Owners out of the proceeds of the sale of the Property.

If the cost of Planning Activities exceeds the combination of the Concept Planning Fund and the Initial Advance, the Operator, as it deems necessary in the exercise of its absolute discretion but subject to the approval of the Co-Owners by way of an Ordinary Resolution, may advance to the Co-Owners additional amounts as may be required for such purposes (collectively, the "**Additional Advance**"). The Additional Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, after repayment of the Initial Advance, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance and the Additional Advance made to the Co-Owners out of the proceeds of the sale of the Property.

19. SALE OF THE PROPERTY

Any offer to purchase the Property received by the Operator or the Nominee, which the Operator deems acceptable (the "**Offer**") shall be presented to all of the Co-Owners for consideration and if approved by an Ordinary Resolution such Offer shall be accepted by the Nominee and such acceptance shall be binding upon all of the Co-Owners. Any sale of the Property by the Nominee resulting from an Offer the acceptance of which was approved by an Ordinary Resolution of the Co-Owners shall be deemed to include the sale by the Co-Owners of the Interests.

The Co-Owners hereby agree that Operator shall have the right, exercisable by notice in writing to the Co-Owners within 30 days after the Co-Owners have passed an Ordinary Resolution to accept the Offer, to purchase the Property at the same price and on the same terms and conditions as are contained in the Offer approved by Ordinary Resolution of the Co-Owners.

If the Operator fails to provide the notice exercising its right to purchase the Property on the same terms and conditions as are contained in the Offer within the said 30 days, then the Nominee shall accept the Offer and complete the transaction with the party that made the Offer the acceptance of which was approved by Ordinary Resolution of the Co-Owners.

20. HST AND LTT

Each of the Co-Owners hereby authorizes the Operator to make any and all filings, payments and/or remittances for HST with respect to the purchase by each Co-Owner of his respective Interest and any other payments of HST applicable to the services provided to the Nominee or in respect of the Property or the Interest of a Co-Owner.

Each Co-Owners hereby authorizes the Operator to carry out any HST reporting or filing obligations that are required in respect of the Interests or the Property. Such authority shall

LV V518-LV V547-41918

include the execution of any documents that have to be or which may be advisable to be executed under the *Excise Tax Act*. The Operator shall to the extent required under the *Excise Tax Act* make and satisfy all filing and reporting obligations of a Co-Owner with respect to the Interest of the Co-Owner and shall provide each Co-Owner with copies of such filings and reports.

Each of the Co-Owners hereby authorizes the Operator to make any and all filings payments and/or remittances, from funds provided by the Co-Owner, relating to LTT arising from the purchase by each Co-Owner from the Vendor of his respective Interest in the Property. For greater certainty, each of the Co-Owners hereby authorizes the Operator on behalf of the Co-Owner and with the Co-Owner's funds to make any and all payments, remittances and filings under the provisions of the *Land Transfer Tax Act* relating to LTT and within the time period required therefor under the *Land Transfer Tax Act*, arising from the acquisition and/or ownership of the Interest. The Operator shall provide each Co-Owner with copies of such filings and evidence of the payments and remittances upon the written request of a Co-Owner.

21. POWER OF ATTORNEY

Each Co-Owner hereby nominates, constitutes and appoints each of the Operator and the Nominee, acting alone or together, with full power of substitution, as his true and lawful attorney and agent with full power and authority in his name, place and stead, for his use and benefit, to do the following, as fully and effectually as the Co-Owner could do if personally performed including, without limitation:

(a) execute and deliver all such documents or instruments on behalf of and in the name of the Co-Owners, or any of them, as may be deemed necessary by the Operator to carry out fully the provisions of this Agreement in accordance with its terms;

(b) execute, swear to, acknowledge, deliver, file and/or remit to or with the Ministry of Finance (Ontario) pursuant to the *Land Transfer Tax Act*, as amended, all necessary returns and payment or remittances in connection with the acquisition by the Co-Owners of their respective Interests in the Property;

(c) execute, acknowledge, deliver and file and/or remit to or with the CRA, all necessary instruments, declarations, certificates and other documents, and remittances relating to HST;

(d) execute, acknowledge, deliver and file as and where required any election made pursuant to subsection 273(1) of the *Excise Tax Act* as contemplated in each Purchase Agreement;

(e) execute and deliver all conveyances, agreements, documents and other instruments pertaining to the sale, development, redevelopment, financing, refinancing or leasing of the Property as the Operator determines in its sole discretion is in the best interests of the Co-Owners, and as permitted by this Agreement or authorized by Ordinary Resolution or Special Resolution of the Co-Owners; and

(f) execute, acknowledge, deliver and file any and all CRA non-resident personal income tax returns.

Each Co-Owner acknowledges and confirms that the power of attorney granted herein is made pursuant to the *Powers of Attorney Act* (Ontario) and is a power coupled with an interest, will survive the death, disability or other legal incapacity of the Co-Owner and will survive the assignment (to the extent of the Co-Owner's obligations hereunder) by the Co-Owner of the whole or any part of his Interest and extends to the heirs, executors, administrators, successors

LV V518-LV V547-41918

and assigns of the Co-Owner and may be exercised by the Operator or the Nominee, acting alone or together, executing on behalf of the Co-Owners, or any of them, any instrument, by listing all of the Co-Owners to be bound by such instrument with a single signature as attorney and agent for all of them, or otherwise. Each of the Co-Owners agrees to be bound by any representations and actions made or taken in good faith and in accordance with the terms of this Agreement by the Nominee and/or the Operator pursuant to such power of attorney in accordance with the terms hereof and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the Nominee or the Operator taken in good faith under such power of attorney. The Operator shall, at the written request of a Co-Owner, provide such Co-Owner with copies of any of the documents or instruments executed, sworn, delivered, acknowledged or remitted by the Operator for and on behalf of that Co-Owner only under the power of attorney provided for in this Section 21.

22. INDEMNIFICATION

Each of the Co-Owners hereby agrees, severally and not jointly or jointly and severally, to indemnify and hold harmless the Operator and the Nominee from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee, or by any one or more attorneys appointed by it or them under the power to substitute pursuant to the power of attorney provision contained in Section 21 above, by reason of acts, omissions or alleged acts or omissions arising out of the activities of the Operator or the Nominee on behalf of the Co-Owners or in furtherance of the Interests of the Co-Owners but only if the acts, omissions or the alleged acts or omissions in respect of which any actual or threatened action, proceeding or claim are based, were performed in good faith and in accordance with the Agreement.

23. VENDOR'S RIGHT TO RETAIN AN INTEREST

The Co-Owners acknowledge and agree that the Vendor has the right, but not the obligation, to retain an undivided beneficial Interest in the Property (a "**Retained Interest**"), to whatever extent it wishes, and the Vendor to the extent of any such Retained Interest shall for the purposes of this Agreement be a Co-Owner and be deemed to be bound by this Agreement. The Vendor may at any time and from time to time Transfer and assign all or any part of such Retained Interest to any person or persons it deems appropriate and upon such Transfer or assignment, the assignee or transferee thereof shall execute a counterpart of this Agreement and shall be a Co-Owner to the extent of the Retained Interest so transferred or assigned.

24. COMPETING INTERESTS

Each of the Co-Owners and the Operator is entitled, without the consent of any of the others of them, to own property and to carry on any business or activity whatsoever, whether of the same or different nature as that owned by or carried on by any of them, and whether or not in competition with the Interests, the Property or any activity carried on by any of them, and neither any Co-Owner nor the Operator shall be liable to account to any of the other of them.

25. NOTICES

Any notice or communication required or permitted to be given to the Nominee, the Vendor, the Operator or the Co-Owners hereunder shall be in writing and shall be given by delivery or by mailing to same to be addressed as follows:

(a) To the Nominee, the Vendor or the Operator, at its respective mailing address provided in Section 4 above.

LV V518-LV V547-41918

(b) To each Co-Owner at his last address shown on the Co-Owners Record maintained by the Operator.

Any notice or communication delivered as aforesaid shall be in the English language but may be accompanied by an unofficial translation and shall be deemed to have been given to the addressee on the day of delivery, if delivered by courier or, if mailed as aforesaid, shall be deemed to have been given to the addressee on the 10th Business Day following the mailing of such notice, provided that, for such purposes, no day during which there shall be a strike or other occurrence which shall interfere with normal mail services shall be considered a Business Day. If delivery of any notice or communication is made via fax, delivery shall be deemed to have been made on the day following the sending of the fax unless such day is not a Business Day, in which case delivery shall be deemed to have been made on the next Business Day.

26. FURTHER ACTS

The parties hereto agree to execute and deliver such further and other documents and to perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

27. BINDING EFFECT

Subject to the restrictions on Transfers herein contained, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and permitted assigns.

28. SEVERABILITY

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts, by original or facsimile signature, with the same affect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same agreement.

30. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, in the Country of Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

31. DISPUTE RESOLUTION

Any disputes, claims, disagreements, differences, (including, without limitation, interpretation, performance and enforcement) (collectively the "**Dispute**") that may arise between the Co-Owners or any of them and/or the Operator and/or the Nominee relating in any manner to this Agreement, the Property, or the Interests or any of them, shall attempted to be resolved by mediation and if such mediation is not successful, then by arbitration.

LV V518-LV V547-41918

Upon written demand of the Nominee, the Operator or the Co-Owners or any them and within 10 days after such demand, the parties shall attempt to appoint a mediator. If within such period of time they are unable to agree on a mediator, the Dispute shall be resolved by arbitration. If the parties to the Dispute are unable to agree upon a single arbitrator within 10 days after a demand has been made by any party to the Dispute to appoint a single arbitrator then, any party to the Dispute may apply, to a Justice of the Superior Court of Justice sitting in the City of Toronto, in the Province of Ontario, Canada for the appointment of an arbitrator.

The arbitration shall proceed in accordance with the provisions of the *Arbitration Act*, 1991 (Ontario) and any amendments or successor legislation thereto, which provisions shall apply *mutatis mutandis*. The arbitrator shall have the power to determine the procedure for the arbitration and to deliver his or her award notwithstanding the default by any party in respect of any procedural order made by the arbitrator.

The arbitrator shall proceed immediately to hear and determine the Dispute. The award of the arbitrator shall be made within 30 days after the appointment of the arbitrator, subject to any reasonable delay due to unforeseen circumstances. The award of the arbitrator shall be in writing and signed by the arbitrator, and shall be final and binding on the parties to the Dispute, not subject to any appeal, and the parties to the Dispute shall abide by the award and perform the terms and conditions thereof. The arbitration award shall deal with the costs of arbitration and all matters related thereto including the arbitrator's fees and expenses. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Unless otherwise mutually agreed, any mediation or arbitration of a Dispute shall take place in the Municipality of Metropolitan Toronto, in the Province of Ontario, in the Country of Canada.

32. NO INTENTION TO CREATE A PARTNERSHIP

The Co-Owners acknowledge, agree and declare that the entering into of this Agreement does not, and is not intended to, create a partnership, for any purpose. The Co-Owners further agree that nothing herein is to be construed as a limitation of the powers or rights of any Co-Owner to carry on its separate respective activities. Except for the Operator as contemplated in this Agreement, none of the Co-Owners shall have the right to bind any of the other Co-Owners, transact any business in any of the other Co-Owners names or on their behalf or incur any liability for or on behalf of any of the other Co-Owners. The Co-Owners agree that they shall each report their income or loss arising from the ownership of their Interests, for both accounting and income tax purposes, and to the applicable taxing authorities, as co-venture parties independent of one another, and not as partners in a partnership.

33. NO RIGHT TO PARTITION, ETC.

Each of the Co-Owners, by becoming a party to this Agreement, agrees and will be deemed to have agreed that he will not seek any remedy or right for the termination of this Agreement which would otherwise be available at law or in equity or for the termination of the co-ownership of the Property or which would otherwise be available pursuant to the *Partition Act*, R.S.O. 1980, c. 369,) and any amendments or successor legislation thereto, and each such Co-Owner shall be forever estopped from asserting otherwise and from seeking such remedy or right. In the event of any breach of the provisions of this Section 33 by a Co-Owner, the other Co-Owners and the Operator shall, in addition to all rights and remedies at law or in equity to which it is or they are otherwise entitled, be entitled to a decree or order

LV V518-LV V547-41918

perpetually restraining and enjoining such partition, application, action or other proceeding, and the first-mentioned Co-Owner shall not plead in defence thereto that there would be an adequate remedy at law, it being acknowledged by all the parties hereto that the injury and damages flowing from any such breach would be impossible to measure monetarily.

34. TIME

Time shall be of the essence of this Agreement.

35. REFERENCE DATE

This Agreement is dated for reference as of the 30TH day of January 2015.

IN WITNESS WHEREOF this Agreement is executed with effect as of the day and year first above written.

EXECUTED this 24TH day of JUNE 2015 with effect as of the day and year first above written.

CO-OWNER

WITNESS

✓ Chiaki Hayashi

Signature of Witness

Print: CHIAKI HAYASHI

吹上義樹 ★

Signature of Co-Owner

Print: YOSHIKI FUKIAGE

LV V518-LV V547-41918

✓

EXECUTED this 14TH day of AUGUST, 2015 with effect as of the day and year first above written.

LONDON VALLEY V INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

EXECUTED this 14TH day of AUGUST, 2015 with effect as of the day and year first above written.

TSI-LV V INTERNATIONAL CANADA INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

LV V CAPITAL MANAGEMENT INC.

EXECUTED this 14TH day of AUGUST, 2015 with effect as of the day and year first above written.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

2014

2015

SCHEDULE "1"

Legal Description of Property

Lands and premises located in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lots 58 & 59 ETR Westminster Designated Parts 8 & 9, 33R2972; and PT LT 59, ETR Westminster as in 559255; Save & Except Part 1, Plan ER864297; City of London

LV V518-LV V547-41918

2016

SCHEDULE "2"

NOTICE OF REQUISITION OF ORDINARY RESOLUTION

By Co-Owners

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____, 201_ .

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: YOSHIKI FUKIAGE
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV V518-LV V547

By Operator

NOTICE IS HEREBY GIVEN that the undersigned requests the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned signed to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____ , 201__.

LV V CAPITAL MANAGEMENT INC.

Per: _____

Name:
Title:
I have authority to bind the Corporation.

2018

2019

Appendix 1

FORM OF ORDINARY RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____ , 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: YOSHIKI FUKIAGE
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV V518-LV V547

Identification No. _____

LV V518-LV V547-41918

2020

SCHEDULE "3"

NOTICE OF REQUISITION OF SPECIAL RESOLUTION

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners to approve the Special Resolution attached hereto as Appendix I **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Special Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Special Resolution.

Dated the _____ day of _____, 201__.

Witness	**Co-Owner**
_____	_____
Signature	Signature
Print: _____	Print: YOSHIKI FUKIAGE
Address: _____	Address: _____
_____	_____

Unit Identification No. LV V518-LV V547

Identification No. _____

2022

Appendix I

FORM OF SPECIAL RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____ , 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: YOSHIKI FUKIAGE
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV V518-LV V547

Identification No. _____

2024

DECLARATION OF TRUST

Cert. No. LV_V_JP_25daeb9b3072e9c53f66a2196a92a011

ID. 41918 UDI. LV V518-LV V547

Interest: 30/797TH

This is to certify that YOSHIKI FUKIAGE is the owner of an undivided beneficial 30/797TH interest (the "Interest") representing a value of Three Hundred Thousand dollars of lawful money of Canada (C$300,000.00) in the real property located in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lots 58 & 59 ETR Westminster Designated Parts 8 & 9, 33R2972; and PT LT 59, ETR Westminster as in 559255; Save & Except Part 1, Plan ER864297; City of London (the "Property") and that LONDON VALLEY V INC., as the registered holder of title to the Property, declares and acknowledges that it is holding title to the Property in trust for and on behalf of YOSHIKI FUKIAGE, to the extent of the Interest.

Reference is made to the co-owners agreement (the "Agreement") dated for reference as of the 30TH day of January 2015 among the owner of the Interest named in the within Declaration of Trust, TSI-LV V INTERNATIONAL CANADA INC., LONDON VALLEY V INC., LV V CAPITAL MANAGEMENT INC. and all other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of the Agreement. The Agreement provides for certain rights and obligations of the owners of undivided beneficial interest in the Property.

This Declaration of Trust and the Interest represented hereby are not transferable by delivery but only by the registered holder hereof, or by his agent duly authorized in writing, upon compliance with the provisions of the Agreement, including delivery to TSI-LV V INTERNATIONAL CANADA INC. at its principal office in Mississauga, Ontario, of this Declaration of Trust together with a duly executed transfer of beneficial interest in the form required by TSI-LV V INTERNATIONAL CANADA INC.

IN WITNESS WHEREOF LONDON VALLEY V INC. and TSI-LV V INTERNATIONAL CANADA INC. have caused this Declaration of Trust to be signed by its duly authorized officers this 14TH day of AUGUST 2015.

LONDON VALLEY V INC.

Per: _____

Name:
Title:
I/We have authority to bind the Corporation

TSI-LV V INTERNATIONAL CANADA INC.

Per: _____

Name:
Title:
I/We have authority to bind the Corporation

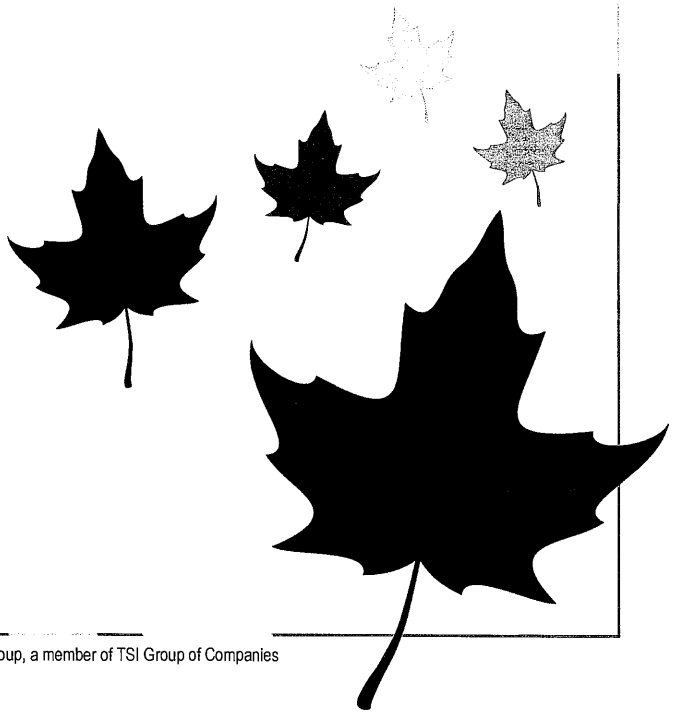
2026

JP 4714
5/6/2015

TSI INTERNATIONAL

LONDON VALLEY V INC.

KOBAYASHI KYOHODO CO., LTD.



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UNIT IDENTIFICATION NO. LV V367-LV V456

AGREEMENT OF SALE AND PURCHASE dated the 15TH day of APRIL, 2015.

BETWEEN

KOBAYASHI KYOHODO CO., LTD.,

Identification:

Address: 3-38-9 NINOMIYA, FUKUI-SHI, FUKUI, JAPAN 910-0015

Phone Number: 81-776-51-5900

(hereinafter referred to as the "**Purchaser**")

-and-

TSI-LV V INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario,

(hereinafter referred to as the "**Vendor**");

-and-

LONDON VALLEY V INC.,
a corporation incorporated under the laws of the Province of Ontario

(hereinafter referred to as the "**Nominee**")

WHEREAS:

A. The Vendor is the beneficial owner of an undivided interest in a parcel of land described in Schedule "B" annexed to this Agreement (the "**Property**") and title to which Property is registered in the name of the Nominee.

B. The Vendor is engaged in the business of land banking, the prime focus of which is to locate and purchase raw land and to endeavour to rezone the land through the applicable land development process to an approved use determined by the Vendor to be suitable and appropriate in all of the circumstances, and to thereby enhance the value of the land.

C. The Purchaser acknowledges that rezoning of the Property is uncertain and may take many years to achieve, often six years or longer, and that there can be no assurance that rezoning will be obtained, or if obtained, to permit for such use or uses as were requested and/or otherwise on terms and conditions that are satisfactory.

D. The Vendor may from time to time sell undivided beneficial interests in the Property to various purchasers.

E. The Purchaser acknowledges that real estate investments are generally subject to various risks, including a lack of liquidity, the highly competitive nature of the real estate industry, changes in general economic conditions (such as the availability and cost of mortgage funds), conditions of supply and demand for any particular type of real estate in the particular area, government regulations and changes thereto (including uncertainties and delays in zoning, subdivision and development regulatory approval processes, taxation of

LV V367-LV V456-41714

property and environmental legislation), changes in governments and the political environment in the jurisdiction where the real estate is located, and sensitivity to interest rates, among other factors.

F. The Purchaser acknowledges having had the opportunity to review this Agreement and its schedules with its advisors and to conduct such due diligence investigations as the Purchaser deemed appropriate with respect to all matters pertaining to the Property and to the Vendor.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. SALE OF UNDIVIDED BENEFICIAL INTEREST IN LAND

1.1 The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser a 90/797TH undivided beneficial interest in the Property (the "**Purchaser's Land Interest**").

1.2 The Purchaser's Land Interest will be identified by the following designated identification number: LV V367-LV V456

2. . PURCHASE PRICE

2.1 The Purchaser shall pay the aggregate sum of Ten Thousand Dollars of lawful money of Canada (C$10,000.00) for each 1/797TH undivided beneficial interest in the Property upon execution of this Sale and Purchase Agreement, of which Nine Thousand Three Hundred Dollars Only (C$9,300.00) of lawful money of Canada will be paid on account of the purchase price for such interest, and Seven Hundred Dollars Only (C$700.00) of lawful money of Canada will be paid into a segregated account known as the "Concept Planning Fund" (the "**Concept Planning Fund**") to be used to defray costs, expenses and fees to be incurred in connection with the Property, as more particularly hereinafter described and as described in the Co-Owners Agreement (as such term is hereinafter defined).

2.2 The Purchaser hereby agrees to purchase the Purchaser's Land Interest for a total purchase price of EIGHT HUNDRED THIRTY SEVEN THOUSAND DOLLARS ONLY of lawful money of Canada (C$837,000.00) (the "**Purchase Price**"), and to pay the amount of SIXTY THREE THOUSAND DOLLARS ONLY of lawful money of Canada (C$63,000.00) into the Concept Planning Fund (the "**Concept Planning Fund Contribution**"). All references in this Agreement to payments of money being made shall mean lawful money of Canada.

2.3 The Purchase Price excludes applicable harmonized sales tax (the "**HST**") pursuant to the *Excise Tax Act*, R.S.C. 1985, c E-15, as amended (the "**ETA**") and the Purchaser agrees to pay the HST in addition to the Purchase Price and the Concept Planning Fund Contribution, unless the Purchaser has obtained and inserted (or instructed to be inserted) its HST registration number set forth below on the signing page of this Agreement, below its signature, prior to acceptance of this Agreement by the Vendor, in which case the Purchaser hereby represents and warrants that it is a registrant for HST purposes under the provisions of the ETA, under such registration number.

2.4 Included in the Purchase Price and the Concept Planning Fund Contribution, the Purchaser shall be responsible for the payment of land transfer tax ("**LTT**") under

the *Land Transfer Act*, R.S.O., c L.6. as amended (the "**LTTA**"), in the amount of ELEVEN THOUSAND SEVEN HUNDRED NINETY EIGHT DOLLARS AND THREE CENTS of lawful money of Canada (C$11,798.03).

2.5 The Purchaser covenants to pay, make and submit all necessary payments, filings and remittances within the time periods required therefor under the provisions of the ETA, if applicable, and the LTTA, and the regulations thereunder. The Purchaser hereby authorizes the Vendor on behalf of the Purchaser and with the Purchaser's funds, to make any and all payments, filings and remittances within the time periods required therefore under the provisions of the ETA relating to HST, if applicable, and under the provisions of the LTTA relating to LTT required to be made by the Purchaser arising from its acquisition of the Purchaser's Land Interest. While the Vendor agrees to assist the Purchaser in submitting such payments, remittances and filings, for greater certainty, nothing herein contained shall oblige the Vendor to make any payments or remittances from its own resources or funds and all such payments and remittances and filings shall be the Purchaser's obligation.

2.6 Funds in the Concept Planning Fund shall be applied towards defraying future costs of every nature and kind related to the Property, including property management costs, costs, fees, and services incurred in connection with planning activities, development submissions, subdivision applications, operational costs and all other activities and matters concerning or related to the Property, as determined by the Operator (as such term is defined in the Co-Owners Agreement) which would be incurred by or on behalf of the Purchaser as a Co-Owner. The Concept Planning Fund is intended to be a deposit account. The Purchaser's proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Purchaser following completion of the sale of the Property. The Purchaser's proportionate share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of the Co-Owners Agreement) will be paid by the Purchaser (in its capacity as a Co-Owner) and deducted from its proportionate share of any sale proceeds receivable by it, if and when the Property is sold or otherwise disposed of.

3. PAYMENT OF THE PURCHASE PRICE

3.1 The Purchaser hereby agrees that the Purchase Price, the Concept Planning Fund Contribution, and all other amounts due and payable hereunder, shall be paid to the Vendor on the Closing Date (as hereinafter defined). Following the Closing Date, the Vendor shall deliver the Concept Planning Fund Contribution to the Operator for deposit into the Concept Planning Fund.

3.2 All payments of the Purchase Price, the Concept Planning Fund Contribution, and such other amounts shall be made through the appointed agent (the "**Vendor's Agent**"), the Vendor's authorised agent and representative in the jurisdiction of residence of the Purchaser, and the Vendor hereby directs the Purchaser to make all such payments to the Vendor's Agent, who is authorised by the Vendor to acknowledge receipt of the Purchase Price and other amounts paid hereunder.

4. CLOSING DATE, DELIVERIES, COSTS, NON-MERGER

4.1 The date on which this Agreement is signed by the Purchaser and is accepted and signed by the Vendor and the Nominee shall be the "**Closing Date**". On the Closing Date, in addition to delivering the Purchase Price and this Agreement, the Purchaser agrees to deliver to the Vendor's Agent a copy of the Co-Owners Agreement signed by the Purchaser.

LV V367-LV V456-41714

4.2 Within ninety (90) days after the Closing Date, the Vendor agrees to deliver to the Purchaser the following documents (the "**Closing Documents**"):

(a) this Agreement, duly executed by the Vendor and the Nominee;

(b) a Declaration of Trust (as hereinafter defined), duly executed by the Nominee; and

(c) the Co-Owners Agreement (as hereinafter defined), duly executed by the Nominee and Operator (as therein defined).

4.3 The Vendor shall pay for the cost of drafting and/or settling the Closing Documents. The Vendor shall not be obligated to pay any other costs associated with the purchase of the Purchaser's Land Interest.

4.4 This Agreement shall be irrevocable by the Purchaser for a period of 120 days following its execution and delivery to the Vendor or the Vendor's Agent. This Agreement shall only become binding upon the Vendor and the Nominee following the Vendor and the Nominee having each accepted this Agreement as signified by its respective execution of this Agreement where indicated below.

4.5 All representations, warranties and covenants of the Purchaser as set out in this Agreement shall not merge upon closing but shall survive closing and the Closing Date.

5. VENDOR REPRESENTATIONS AND WARRANTIES

5.1 The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in completing the sale and purchase transaction contemplated in this Agreement:

(a) the Vendor is the beneficial owner of the Purchaser's Land Interest with good and marketable title thereto, subject to Section 6.1;

(b) registered title to the Property and beneficial title to the Purchaser's Land Interest shall be good and marketable and clear and free from all mortgages, charges and financial liens on the Closing Date;

(c) the Vendor has the right, power and authority to sell the Purchaser's Land Interest as contemplated in this Agreement;

(d) the Vendor is a corporation properly constituted and in good standing under the laws of the Province of Ontario and the laws of Canada applicable therein; and

(e) the Vendor is not now and on the Closing Date will not be a non-resident of Canada within the meaning of the *Income Tax Act* (Canada), R.S.C. 1985, c.1 (5th Supp.), as amended from time to time.

6. EASEMENTS, LIENS, REGISTERED AGREEMENTS

6.1 Other than any mortgage, charge or financial lien which the Vendor is required to discharge pursuant to this Agreement, registered title to the Property, and beneficial title to the Purchaser's Land Interest, shall be subject to all other liens and encumbrances registered

LV V367-LV V456-41714

on title to the Property on the Closing Date or which may be registered against the title to the Property after the Closing Date, including those registered in connection with the rezoning or development process relating to the Property, and including, without limitation, agreements with the applicable municipality or region, agreements with public regulated utilities, easements for the supply of domestic utility or telephone services to the Property or properties which are adjacent to the Property, easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the Property or its proposed development, other registered restrictions or covenants that run with the lands, and the restrictions and reservations in the Crown patent.

7. PURCHASER(S)' REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 The Purchaser represents and warrants to and covenants in favour of the Vendor as follows:

(a) there are no liens, mortgages, judgements, executions or other encumbrances, related to or attaching to the Purchaser's Land Interest or any part thereof;

(b) the Purchaser shall keep the Purchaser's Land Interest and every part thereof free and clear of all liens, mortgages, other encumbrances, judgements or executions. The Purchaser warrants and represents that all such liens, mortgages, judgements, executions other encumbrances, if any, shall be discharged and removed forthwith at the Purchaser's sole cost and expense and the Purchaser shall hold harmless the Vendor and all other beneficial owners of undivided interests in the Property from time to time against any and all claims, liabilities, actions, cause of actions, charges, demands and costs, including solicitors fees in connection therewith; and

(c) the Purchaser will not register or cause to be registered this Agreement, the Co-Owners Agreement, notice of this Agreement, notice of the Co-Owners Agreement, notice of the Purchaser's Land Interest, or any caution against title to the Property and the Purchaser shall forthwith remove and discharge any such registration at its costs and expense, failing which the Vendor may do so at the cost and expense of the Purchaser.

7.2 The foregoing warranties, representations and covenants of the Purchaser shall not merge on closing but shall survive closing and the Closing Date.

8. PURCHASER(S)' PARTICULARS, NATURE OF VESTING OF BENEFICIAL TITLE

8.1 The Purchaser agrees and confirms that the personal information provided in Schedule "A" annexed hereto is true, accurate and complete and agrees to inform the Vendor in writing forthwith of any change in any of the information therein provided.

8.2 If there is more than one person that comprises the Purchaser, then the Purchaser's Land Interest will be held as joint tenants with right of survivorship unless the box below is initialled by the Purchaser in which case the Purchaser's Land Interest will be deemed to be held as tenants-in-common, in the percentages noted therein.

[ ] Purchaser elects to hold Purchaser's Land Interest as tenants- in -common and not as joint tenants, as follows: _____ as to ___%, _____ as to ____%.

9. PRESENT STATE AND CONDITION OF PROPERTY

9.1 The Purchaser hereby agrees that the purchase of the Purchaser's Land Interest is on an "as is, where is basis" with no representations or warranties whatsoever made by the Vendor, other than as expressly set out in this Agreement.

10. TITLE INSURANCE

10.1 The Nominee as registered owner of the Property obtained title insurance upon acquiring the Property (the "**Title Insurance Policy**") in such form and in such amount and with such stipulations, limitations and qualifications respecting coverage as it deemed appropriate.

11. NOMINEE AS BARE TRUSTEE; DECLARATION OF TRUST

11.1 The Purchaser acknowledges that the registered title to the Property is held by the Nominee, as nominee and bare trustee for the Vendor to the extent of its undivided beneficial interest in the Property, and as nominee and bare trustee for others to the extent of their respective undivided beneficial interests in the Property, and that on completion of the transaction herein contemplated the Nominee will hold the registered title to the Property to the extent of the Purchaser's Land Interest as nominee and bare trustee for the Purchaser and others to the extent of their respective undivided beneficial interests in the Property.

11.2 The mailing address of the Nominee for receiving notices shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee may change its mailing address from time to time by giving notice in writing to that effect pursuant to the notice provisions contained in the Co-Owners Agreement.

11.3 The Nominee agrees to execute and deliver to the Purchaser a declaration of trust (the "**Declaration of Trust**") wherein it will confirm that, from and after the Closing Date, it is holding the title to the Property for and on behalf of the Purchaser, to the extent of the Purchaser's Land Interest, in the place and stead of the Vendor.

11.4 The Purchaser acknowledges that the registered title to the Property shall at all times be in the name of the Nominee.

12. NO RIGHT TO USE, OCCUPY OR ACCESS

12.1 The Purchaser agrees that it hereby waives all rights of use, occupation and rights of access to the Property, and any part thereof, in order to facilitate the future rezoning and ultimate subdivision and re-development of the Property, for the benefit of all Co-Owners. The provisions of this Section 12 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date.

13. CO-OWNERS AGREEMENT

13.1 The Purchaser agrees that concurrent with its execution and delivery of this Agreement, the Purchaser shall execute and deliver the agreement or a counterpart of the co-

owners agreement, a draft copy of which is annexed hereto as Schedule "C" (the "**Co-Owners Agreement**").

13.2 The Co-Owners Agreement shall govern, amongst other things, the following:

(a) the rights and obligations of the Purchaser, as owner and any other owners of undivided beneficial interests in the Property;

(b) any future sale, financing and/or development of the Property;

(c) procedures for consent and approvals by the Co-Owners (as such term is defined in the Co-Owners Agreement);

(d) appointing the Operator (as such term is defined in the Co-Owners Agreement) for and on behalf of the Co-Owners;

(e) the rights and obligations of the Operator of the Property;

(f) the obligation of the Nominee as registered holder of the title to the Property for an on behalf of the Co-Owners;

(g) the right to transfer or assign the Purchaser's Land Interest or any part thereof and the terms conditions to be satisfied with respect to any such assignment or transfer; and

(h) such other matters as are therein contained.

13.3 The Vendor shall not be obligated but shall have the right to retain an undivided beneficial interest in the Property to such extent as it may in its absolute discretion deem appropriate and thus be a co-owner thereof and with respect to such undivided beneficial interest it shall be subject to the terms of the Co-Owners Agreement and entitled to exercise the rights of a Co-Owner.

14. SUBDIVISION CONTROL PROVISIONS

14.1 The Vendor agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and this Agreement shall be effective to create an interest in the Property provided that the provisions of the *Planning Act* (Ontario) are complied with in connection with the transaction of sale and purchase of the Purchaser's Land Interest.

15. NO REPRESENTATIONS, WARRANTIES OR ADVICE

15.1 The Purchaser acknowledges that none of the Vendor, the Nominee, the Vendor's Agent nor anyone acting on its or their behalf has made any representations or warranties except as are expressly set forth in this Agreement or the Co-Owners Agreement, nor given any advice respecting the tax treatment relating to the purchase or disposition of the Purchaser's Land Interest or any part thereof or the Property, nor as to the timing of sale, rezoning or development of the Property nor with respect to any potential or anticipated profit to be derived or derivable from the Purchaser's Land Interest or the Property.

15.2 The Purchaser has been urged and advised to consult with the Purchaser's own respective advisors including legal and tax advisors, with respect to the purchase and other matters pertaining to the Property and the Purchaser's Land Interest and the Closing Documents.

LV V367-LV V456-41714

16. SOURCE OF FUNDS

16.1 The Purchaser hereby represents, warrants, confirms and acknowledges that the source of the Purchaser's funds:

(a) are not derived directly or indirectly from any crime;

(b) are not linked directly or indirectly to any terrorists or against anti terrorist laws;

(c) are not embargoed funds; and

(d) are not obtained in violation of any laws or seeking to escape or avoid any tax laws;

16.2 The Purchaser covenants that all payments and remittances shall strictly comply , at its own expense, with all regulatory or exchange control provisions in force on the Closing Date and applicable to this Agreement.

16.3 The provisions of this Section 16 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date

17. NOTICES

17.1 All notices required hereunder shall be in writing and in the English language and may be served either personally upon the parties or by electronic transmission namely by fax or email addressed to the Parties at their respective last known addresses, fax number or email address.

18. HEIRS, ASSIGNS, ETC.

18.1 This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective heirs , administrators, executors, successors and permitted assigns; provided that, the Purchaser shall not be entitled to assign this Agreement or any of its rights hereunder without the prior written approval of the Vendor, which approval may be withheld in its absolute discretion.

19. SUPERCEDING AGREEMENT

19.1 This Agreement shall supercede any and all previous discussions, representations, agreements or understandings made by or on behalf of either of the parties hereto for or relating to the purchase and sale of the Purchaser's Land Interest.

20. SCHEDULES

20.1 Schedules "A", "B" and "C" annexed hereto form an integral part of this Agreement and shall be read together with this Agreement.

21. COUNTERPARTS

21.1 This Agreement may be executed in any number of counterparts and by original or facsimile signature with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement.

22. LAWS AND JURISDICTION-ONTARIO

22.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

23. CAPTIONS

23.1 The captions of the sections of this Agreement are for convenience only and do not amplify or limit in any way the provisions hereof.

24. EFFECT OF PARTIAL INVALIDITY ON THIS AGREEMENT

24.1 In the event that any provision of this Agreement is illegal, void or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

25. FACSIMILE DOCUMENTS

25.1 The parties agree to accept facsimile executed documents, including Closing Documents, as if they were originally signed documents.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SET OUT BELOW.

WITNESSED BY:

DATE OF EXECUTION: 2015-04-15

THE PURCHASER

CHIAKI HAYASHI
Print Name of Witness

KOBAYASHI KYOHODO CO., LTD.
Print Name of Purchaser

✓ SIGNATURE OF WITNESS Chiaki Hayashi
Signature of Witness

SIGNATURE OF PURCHASER ★ MASAO KOBAYASHI
Signature of Purchaser

Witness Identification Number

HST Number: 82173 6725 RT0001

LV V367-LV V456-41714

✓

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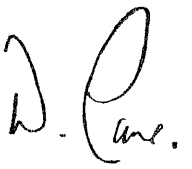
DATE OF EXECUTION: 2015-6-12
THE VENDOR:
TSI-LV V INTERNATIONAL CANADA INC.

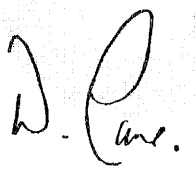
Per: 

Name:
Title:
HST Number: 82147 9797 RT0001

I/We have the authority to bind the Corporation.

DATE OF EXECUTION: 2015-6-12

THE NOMINEE:
LONDON VALLEY V INC.

Per: 

Name:
Title:
I/We have the authority to bind the Corporation.

SCHEDULE "A" – PURCHASER(S) PARTICULARS

Information Concerning Purchaser(s):

1. ENTITY PURCHASER

Full Legal name and type of Entity – Corporation, Partnership, Limited Partnership, Limited Liability Company, Limited Liability Partnership

KOBAYASHI KYOHODO CO., LTD.

Business Address: 3-38-9 NINOMIYA, FUKUI-SHI, FUKUI, JAPAN 910-0015

Authorised Representative: MASAO KOBAYASHI

Power to Act for and On Behalf of Entity:

Business Telephone: 81-776-51-5900 Home Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: _____

The following has been provided to the Vendor:

(i) If Purchaser is a corporation – provide a resolution of the board of directors authorising purchase hereunder and declaring which officer is authorised to execute the sale and purchase agreement and all documents in connection therewith;

(ii) If Purchaser is a trustee – provide a copy of the Trust Instrument or short form thereof, with recitation as to the authority of the trustee.

SCHEDULE "B" – PROPERTY and NOMINEE

LEGAL DESCRIPTION OF PROPERTY

Lands and premises located in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lots 58 & 59 ETR Westminster Designated Parts 8 & 9, 33R2972; and PT LT 59, ETR Westminster as in 559255; Save & Except Part 1, Plan ER864297; City of London

REGISTERED HOLDER OF LEGAL TITLE TO PROPERTY

LONDON VALLEY V INC.

Office: 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3

Tel No: 1-905-602-7463

Fax No: 1-905-602-7460

SCHEDULE "C" – CO-OWNERS AGREEMENT

UNIT IDENTIFICATION NO. LV V367-LV V456

CO-OWNERS AGREEMENT

LONDON VALLEY V INC.

THIS CO-OWNERS AGREEMENT is dated the 30TH day of January 2015.

BETWEEN:

KOBAYASHI KYOHODO CO., LTD.,

Identification:

Address:3-38-9 NINOMIYA, FUKUI-SHI, FUKUI, JAPAN 910-0015

(hereinafter referred to as the "**Purchaser**")

-and-

LONDON VALLEY V INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Nominee**")

-and-

TSI-LV V INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Vendor**")

-and-

LV V CAPITAL MANAGEMENT INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Operator**")

-and-

All other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of this Agreement

(hereinafter collectively referred to as the "**Co-Owners**")

WHEREAS:

1. Pursuant to a Sale and Purchase Agreement, the Vendor has sold to the Purchaser, and the Purchaser has purchased from the Vendor, an undivided beneficial interest in the Property;

2. The Nominee is the registered owner of the Property and has agreed to hold the Property as nominee and bare trustee for and on behalf of the Co-Owners from time to time;

3. Every purchaser of an undivided beneficial interest in the Property, every assignee of such purchaser, and every assignee of each such assignee, is required to execute and deliver a counterpart of this Agreement and shall be bound as a Co-Owner pursuant thereto; and

LV V367-LV V456-41714

4. This Agreement sets forth the provisions which govern the Co-Owners' ownership of undivided beneficial interests in the Property and any future sale, financing and/or development with the Property and their respective undivided beneficial interests therein.

NOW THEREFORE in consideration of the payment of the sum of One Dollar ($1.00) and other good and valuable consideration now paid by each party to the other, the receipt of which is hereby acknowledged, and of the premises and the mutual covenants herein contained, the parties hereto hereby covenant and agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall be deemed to have the following meanings:

(a) "**ASPE**" shall have the meaning ascribed thereto in Section 16 of this Agreement;

(b) "**Additional Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(c) "**this Agreement**", "**hereof**", "**herein**," "**hereunder**" and words to like effect, refer to this Co-Owners Agreement as a whole and not to any particular provision, as it may be amended, supplemented and/or restated from time to time;

(d) "**Business Day**" means any day of the week other than a Saturday, Sunday or a day which is a statutory holiday, in Ontario, Canada;

(e) "**Concept Planning Fund**" shall have the meaning ascribed thereto in Section 18 of this Agreement;

(f) "**Co-Owners**" means the owners from time to time of Interests and who have signed a counterpart of this Agreement, and shall include the Purchaser, as well as the Vendor to the extent that it retains any Interest, and "**Co-Owner**" means any of the Co-Owners;

(g) "**Co-Owners Record**" has the meaning ascribed thereto in Section 11 of this Agreement;

(h) "**CRA**" means the Canada Revenue Agency, established pursuant to the *Canada Revenue Agency Act*, S.C. 1999, c. 17, which administers tax laws of Canada, including under the *Income Tax Act*, for the Government of Canada;

(i) "**Declaration of Trust**" means the declaration of trust executed by the Nominee concurrently with the completion by a Co-Owner of the purchase from the Vendor of an Interest and pursuant to which the Nominee declares and confirms that it holds registered title to the Property in trust for and on behalf of such Co-Owner, to the extent of such Co-Owner's respective Interest. For greater certainty, "**Declaration of Trust**" includes the declaration of trust executed by the Nominee upon the completion by a Co-Owner of the Transfer of an Interest to a transferee in accordance with the provisions of this Agreement, and includes the declaration of trust executed by the Nominee in favour of the Vendor at the time of its acquisition of the Property;

(j) "**Designated Person**" shall have the meaning ascribed thereto in Section 10 of this Agreement;

LV V367-LV V456-41714

(k) "**Dispute**" shall have the meaning ascribed thereto in Section 31 of this Agreement;

(l) "***Excise Tax Act***" means the *Excise Tax Act* (Canada), as amended from time to time, including the regulations made pursuant thereto;

(m) "**HST**" means the harmonized sales tax payable pursuant to the *Excise Tax Act*, including the Province of Ontario's portion thereof;

(n) "***Income Tax Act***" means the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.), as amended from time to time, including the regulations made pursuant thereto;

(o) "**Initial Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(p) "**Interest**" means the undivided beneficial interest in the Property purchased by a Co-Owner pursuant to a Sale and Purchase Agreement, and includes any undivided beneficial interest in the Property continued to be owned by the Vendor, and "**Interests**" means every Interest;

(q) "***Land Transfer Tax Act***" means the *Land Transfer Tax Act*, R.S.O. c.L.6, as amended;

(r) "**LTT**" means the land transfer tax payable pursuant to the *Land Transfer Tax Act*;

(s) "**Net Income**" shall have the meaning attributed thereto in Section 6(j) of this Agreement;

(t) "**Notice Requisitioning an Ordinary Resolution**" shall have the meaning attributed thereto in Section 8 of this Agreement;

(u) "**Notice Requisitioning a Special Resolution**" shall have the meaning attributed thereto in Section 10 of this Agreement;

(v) "**Offer**" shall have the meaning attributed thereto in Section 19 of this Agreement;

(w) "**Operator**" means LV V CAPITAL MANAGEMENT INC., or the Designated Person that may be appointed as the Operator's replacement as determined in accordance with Section 10 of this Agreement;

(x) "**Ordinary Resolution**" means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 51% of the aggregate Interests in the Property;

(y) "**Planning Activities**" means the reports, plans, studies, audits, assessments, investigations, legal proceedings, procedures, filings, submissions, applications and/or any other actions taken or made in respect of or in furtherance of the rezoning of, or other land use planning matters related to, the Property;

(z) "**Property**" means the real property legally described on Schedule "1" annexed hereto;

(aa) "**Retained Interest**" shall have the meaning attributed thereto in Section 23 of this Agreement;

(bb) "**Sale and Purchase Agreement**" means the agreement of sale and purchase, or an agreement substantially in the form of the agreement of sale and purchase, entered into

LV V367-LV V456-41714

between the Vendor, as vendor, and each Co-Owner (other than the Vendor), as purchaser, pursuant to which each Co-Owner agreed to acquire its respective Interest in the Property. **"Sale and Purchase Agreements"** means every Sale and Purchase Agreement;

(cc) **"Special Resolution"** means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 85% of the aggregate Interests in the Property;

(dd) **"Transfer"** shall have the meaning ascribed thereto in Section 11 of this Agreement; and

(ee) **"Vendor"** means TSI-LV V INTERNATIONAL CANADA INC.

2. INTERPRETATION

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) the division of this Agreement into Articles, paragraphs, subparagraphs and schedules and the insertion of headings are provided for convenience only and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;

(b) all references to currency herein are references in Canadian dollars;

(c) any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto;

(d) any reference to an entity shall include and shall be deemed to be a reference to any entity that is a successor to such entity;

(e) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

3. TITLE

Legal title to the Property shall be held in the name of the Nominee, which shall hold such title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Vendor, to the extent of its Retained Interest, if any.)

4. MAILING ADDRESSES

The mailing address of the Nominee, the Vendor and the Operator shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee, the Vendor and/or the Operator may change its mailing address from time to time by giving notice in writing to that effect to all Co-Owners, pursuant to the notice provisions contained in this Agreement.

5. REPRESENTATIONS AND WARRANTIES OF THE NOMINEE AND OPERATOR

(a) The Nominee represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite power, capacity and corporate authority to act as nominee and to perform its obligations under this Agreement;

(iii) it shall not carry on any business other than for the purposes set forth in this Agreement;

(iv) it holds and shall continue to hold legal title to the Property as nominee and bare trustee for and on behalf of each Co-Owner to the extent of each Co-Owner's Interest; and

(v) it shall only deal with the Property in the manner and as provided for in this Agreement.

(b) The Operator represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite capacity and corporate authority to act as Operator, and to perform its obligations under this Agreement; and

(iii) it shall comply with its obligations as provided for in this Agreement.

6. OPERATION AND MANAGEMENT OF THE PROPERTY

The Co-Owners hereby appoint the Operator and the Operator hereby accepts the appointment as the operator and manager of the Property and agrees to undertake such Planning Activities as the Operator may determine in its discretion, acting reasonably, are required to rezone the Property to such use or uses as the Operator shall determine, acting reasonably, and in the best interest of the Co-Owners. The Operator agrees to carry out such Planning Activities and to operate and manage the Property in good faith and in the best interest of the Co-Owners. The Operator agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and to proceed diligently to make all necessary applications to rezone the Property to such use or uses as the Operator shall determine, in its reasonable discretion, and to use its reasonable commercial efforts, at the cost and expense of the Co-Owners, with such costs to be defrayed out of the Concept Planning Fund initially, to obtain all necessary approvals and consents from applicable governmental authorities in connection therewith. Subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have such general powers and authority to administer, manage, control, operate, finance, refinance, develop, lease, grant easements and other rights in, under and over, the Property and to do any act, take any proceeding, make any decision and execute and deliver any instrument, deed, agreement, affidavit or document necessary for or incidental to any of the foregoing, for and on behalf and in the name of the Co-Owners, or as the Co-Owners may so direct by Special Resolution. No person dealing with the Operator

LV V367-LV V456-41714

will be required to enquire into the authority of the Operator to do any act, take any proceeding, make any decision or execute and deliver any instrument, deed, agreement or document for or on behalf or in the name of the Co-Owners.

Without limiting the generality of the foregoing provisions of this Section 6, but subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have the following specific powers and authorities without further authority or approval from the Co-Owners:

(a) to engage such professional advisers and consultants as the Operator considers advisable in order to perform its duties hereunder;

(b) to open and operate one or more bank accounts in its name, as agent for the Co-Owners in respect of the Property with a Canadian chartered bank or trust company, into which the Operator may deposit all rentals, if any, and other income earned from the Property (if any) (which for greater certainty shall not include the Concept Planning Fund), and out of which account(s) all expenses properly relating to the Property shall be paid, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of such funds to cover all such expenses;

(c) to execute, deliver and carry out all other agreements which require execution by or on behalf of the Co-Owners with respect to the Property, including without limitation, any agreements required by any governmental or statutory authority having jurisdiction over or with respect to the Property, development agreements, site plan agreements, cost sharing agreements, easements and rights of way;

(d) to enter into lease and/or tenancy arrangements in respect of the Property or any part thereof and to collect all rentals and other income therefrom, if any, provided that nothing herein shall constitute a guarantee by the Operator of the payment of any rent by tenants;

(e) to pay all taxes, fees and other expenses relating to the orderly maintenance and management of the Property out of the Concept Planning Fund, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of funds to cover all such expenses;

(f) to commence or to defend on behalf of the Co-Owners, the Nominee, or itself, any and all actions and other proceedings pertaining to the Property or to the Co-Owners;

(g) to determine the amount and type of insurance coverage, if any, to be maintained in order to protect the Property and the Co-Owners from all usual perils of the type covered in respect of comparable properties and in order to comply with the requirements of any lenders of funds;

(h) to retain, employ and pay and discharge on behalf of the Co-Owners all servants, employees, advisors, consultants and/or contractors necessary to be retained for the management and operation of the Property, including, without limitation, for matters relating to its rezoning and development;

(i) to contract on behalf of the Co-Owners for water, gas, electricity and other utility services and commodities, including cable and telephone services necessary for the development, operation and maintenance of the Property; and

(j) to distribute the Net Income from the ownership, operation, use, financing, refinancing, and/or sale of the Property (if any) to each Co-Owner, proportionate to its respective Interest. For the purposes of this Agreement, "**Net Income**" shall mean the gross receipts (which, for greater certainty, shall not include the Concept Planning Fund) derived in any way from dealing with the Property, received by or on behalf of the Co-Owners from the ownership, operation, use, leasing, financing, refinancing, sale of, and/or development and/or any other dealing with of the Property, minus the aggregate of all proper expenses and charges incurred in connection therewith, calculated on an accrual basis, including:

(i) payment of principal and interest owing to mortgagees or other encumbrancers, or other lenders;

(ii) realty taxes, property tax assessments, charges or levies made by any duly constituted governmental or statutory authority, due and owing and secured by a right or apparent right to claim a lien or charge upon the Interests, or any of them, or the Property, and money due and owing from improvements to the Property secured by a lien or charge in favour of materialmen or workmen or trade contractors or other like persons or corporations upon the Interests, or any of them, or the Property;

(iii) all costs and expenses of any sale, financing or refinancing;

(iv) all development costs and expenses;

(v) all costs and expenses of operating, maintaining, leasing, managing, using, and/or developing the Property, and the costs and expenses of repair;

(vi) lighting, electricity and public utilities costs and expenses;

(vii) professional fees reasonably attributed to the Property, its operation, use, financing, refinancing, sale and/or development;

(viii) all other costs, expenses or disbursements which are properly attributable to the Property, except payments to the Co-Owners on account of capital or distribution of Net Income; and

(ix) reserves in such amount as deemed appropriate by the Operator from time to time, including without limitation for the purposes of replacement of major equipment, major renovations and repairs, leasehold improvements, marketing costs and any other reserves normally required for the prudent operation, use, financing, refinancing, sale and/or development of a like property.

Each Co-Owner shall have a proportionate beneficial interest in all of the gross cash receipts derived from the Property and shall be responsible for its proportionate share of the expenses and charges incurred in connection with the Property, in each case proportionate to its respective Interest. Each Co-Owner hereby irrevocably directs the Operator to pay its proportionate share of such expenses and charges out of its proportionate share of such gross cash receipts, as well as out of the Concept Planning Fund.

Each Co-Owner hereby confirms and acknowledges that neither the Operator nor any of its officers, directors, employees, advisors, consultants, agents or representatives has made any warranty or representation, or given any advice:

LV V367-LV V456-41714

(k) as to or in respect of the tax treatment of the purchase, disposition or holding of the Interest by a Co-Owner; or

(l) as to the timing of the rezoning or sale or development of the Property or the returns attainable by the Co-Owners upon a sale or lease of or other dealing with the Property.

Each Co-Owners acknowledges that he has been advised to seek his own independent legal and tax counsel prior to entering into a Sale and Purchase Agreement and this Agreement.

7. AUTHORITY TO WITHHOLD

The Operator is authorized to withhold any amounts required to be withheld from any distribution or other payment to a Co-Owner pursuant to the provisions of the *Income Tax Act* and to make payment of any such amount on behalf of a Co-Owner to the CRA, on account of taxes as may be required by law.

8. POWERS EXERCISABLE BY ORDINARY RESOLUTION

Notwithstanding anything to the contrary contained in this Agreement, the following powers shall only be exercisable by the Operator after an Ordinary Resolution is passed by the Co-Owners:

(a) approving the sale or exchange of all or any part of the Property (other than the sale of Interests by the Operator pursuant to Sale and Purchase Agreements);

(b) approving a proposal or plan to develop the Property;

(c) subject to Section 17, consenting to the amendment of this Agreement, provided that, no amendment to this Agreement shall impose or increase any financial or other obligations upon any of the Nominee of the Operator, or in any way adversely affect the Nominee or the Operator, without the prior written approval of the Nominee or the Operator, as the case may be;

(d) approving or ratifying the making of an Additional Advance by the Operator, in accordance with Section 18; or

(e) requiring that the financial statements for the Property be audited.

Other than a matter which under the terms of this Agreement requires a Special Resolution, the Operator may at any time and from time to time by notice in writing to all Co-Owners substantially in the form annexed hereto as Schedule "2" (the "**Notice Requisitioning an Ordinary Resolution**") request the Co-Owners to consider and approve any matter relating to the Property not requiring a Special Resolution. The Notice Requisitioning an Ordinary Resolution shall specify with reasonable detail the matter to be approved by the Co-Owners.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution. If the Operator fails to deliver such Notice Requisitioning an Ordinary Resolution within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or a group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the

LV V367-LV V456-41714

Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution which the Operator failed to deliver within the time provided in this Section 8 for the Operator to do so.

9. POWERS EXERCISABLE BY SPECIAL RESOLUTION

The following powers shall only be exercisable by Special Resolution passed by the Co-Owners:

(a) terminating the appointment of the Operator and appointing a new Operator from time to time, in accordance with the provisions of Section 10;

(b) instituting or continuing an action or suit against the Operator for damages based upon the fraud or gross negligence of the Operator in the performance of its obligations under this Agreement;

(c) requiring the Operator to remove the incumbent independent firm of chartered accountants qualified in Canada appointed pursuant to Section 16 and requiring the Operator to appoint a replacement; or

(d) apppointing a replacement for the Nominee in the event that the Nominee should be wound up or dissolved or be declared a bankrupt, such replacement to hold legal title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Operator if it retains any Retained Interest.)

10. CONTROL AND AUTHORITY VESTS WITH CO-OWNERS

The Co-Owners may by Special Resolution terminate and remove the Operator (in its capacity as Operator and not as a Co-Owner)and appoint a new Operator in its place and stead. Such new Operator shall be bound by all of the terms of this Agreement and shall execute an agreement confirming that it is bound under this Agreement as if it was an original signatory thereto.

Upon termination, the Operator terminated shall forthwith upon request of the person designated in the Special Resolution as the replacement Operator (the "**Designated Person**") do the following:

(a) deliver all agreements, documents, instruments, books and records and writings relating to the Property in its possession to the Designated Person, including, without limitation, the Co-Owners Record;

(b) execute and deliver such consents, acknowledgements and assignments pertaining to the Property and any Planning Activities as the Designated Person may require;

(c) cause its representatives on the board of directors of the Nominee to execute resignations as directors and officers forthwith after being required to do so by the Designated Person, provided the Nominee shall continue to indemnify such directors and officers in accordance with its by-laws in existence at the date hereof;

(d) execute and deliver a release in form and content satisfactory to the Designated Person, acting reasonably, releasing the Nominee and the Co-Owners from any liability, provided that: (i) the release by the Operator shall not release the Co-Owners from their obligation to continue to indemnify the Operator pursuant to Section 21 hereof; and (ii) the

LV V367-LV V456-41714

Operator receives a release in form and content satisfactory to the Operator, acting reasonably, executed by the Nominee and by the Designated Person for and on behalf of itself and each of the Co-Owners, releasing the Operator from any liability, and the Co-Owners expressly acknowledge and agree that the Designated Person shall have the power and authority to deliver such release, without any further approval or authorization required from the Co-Owners;

(e) do all things necessary and execute all necessary documents to effect the change of shareholders of the Nominee as directed by the Designated Person; and

(f) otherwise co-operate and assist to carrying out and giving effect to each of the actions set out in Section 10(a), (b), (c), (d) and (e) above.

The Operator may at any time and from time to time by notice in writing, substantially in the form annexed hereto as Schedule "3" (the "**Notice Requisitioning a Special Resolution**") to all Co-Owners, request the Co-Owners to consider and approve any matter relating to the Property requiring a Special Resolution pursuant to the terms of this Agreement. The Notice Requisitioning a Special Resolution shall specify with reasonable detail the matter to be considered and approved by Special Resolution.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning a Special Resolution with respect to any matter relating to the Property, including any matter requiring a Special Resolution pursuant to this Agreement. If the Operator fails to deliver such Notice Requisitioning a Special Meeting within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the Notice Requisitioning a Special Resolution which the Operator failed to deliver within the time provided in this Section 10 for the Operator to do so.

11. CO-OWNERS RECORD AND TRANSFERS OF INTEREST

The Operator shall record and at all times maintain and keep up to date a record of the names, addresses and other contact information for the Co-Owners, and the Interest held by each of the Co-Owners as well as particulars of any Transfer of Interests (collectively, the "**Co-Owners Record**").

No Co-Owner shall sell, transfer, assign, mortgage, pledge, grant a security interest or otherwise encumber or dispose of its Interest in the Property (each, a "**Transfer**"), except in compliance with any applicable requirements of the *Securities Act* (Ontario) and any other applicable legislation and otherwise in accordance with the provisions of this Agreement, if and to the extent required.

A Co-Owner may Transfer an Interest or part thereof provided that such Co-Owner complies and satisfies each of the following conditions:

(a) the transferor first delivers to the Operator an original or notarial copy of the executed document or instrument effecting the Transfer which shall be in such form as may be acceptable to the Operator, acting reasonably;

(b) the transferee agrees in writing and in such form as may be acceptable to the Operator, to be bound by the terms of this Agreement and upon completion of the Transfer to

LV V367-LV V456-41714

assume the obligations of the transferor under this Agreement in respect of the Interest subject to the Transfer;

(c) the transferor delivers or causes to be delivered to the Operator a direction addressed to both the Nominee and the Operator, in form and substance satisfactory to the Operator and the Nominee, directing the Nominee to execute and deliver a Declaration of Trust for the Interest subject to the Transfer in favour of the transferee;

(d) the transferee pays such costs, expenses and disbursements, including legal fees, as are reasonably incurred by the Operator by reason of the Transfer;

(e) the transferee pays all applicable HST pursuant to the *Excise Tax Act*, and all applicable LTT pursuant to the *Land Transfer Tax Act*, and makes or causes to be made any and all necessary filings, payments and remittances within the time periods required therefor under the provisions of the *Excise Tax Act* and the *Land Transfer Tax Act* and the respective regulations thereunder;

(f) the transferor either provides the transferee with evidence reasonably satisfactory to the transferee that the transferring Co-Owner is not then a "non-resident" of Canada within the meaning of the *Income Tax Act* or provide the transferee with a certificate pursuant to subsection 116(2) of the *Income Tax Act* with a certificate limit in an amount not less than the purchase price for the Interest subject to the Transfer; provided that if such evidence or certificate is not forthcoming, the transferee shall be entitled to make the payment of tax required under section 116 of the *Income Tax Act* and to deduct such payment from the purchase price for the Interest subject to the Transfer;

(g) the transferee executes and delivers to the Operator a counterpart of the Agreement; and

(h) the transferor provides such other documents, agreements, acknowledgements and confirmations as may be required by the Operator or by law (including compliance by the transferring Co-Owner with the provisions of the *Securities Act* (Ontario) if and to the extent applicable).

When a transferee of an Interest is entitled to become a Co-Owner pursuant to the provisions hereof, the Operator will:

(i) record a Transfer of the Interest; and

(j) forward a Declaration of Trust to the transferee in respect of the Interest so transferred.

For the avoidance of doubt, a Transfer by Co-Owner may include a transfer into trust, in which case the terms "sale and purchase agreement", "Purchaser", "purchase", "purchased", and "sale", wherever such terms appear in this Agreement, shall be read so as to recognize that such Transfer is not a purchase and sale transaction between a Co-Owner and a purchaser but a transaction in the nature of a transfer into trust by the transferring Co-Owner to a trustee. Nothing in this Section 11 shall be construed to affect the provisions of Section 12 of this Agreement.

12. OPERATOR NOT BOUND TO SEE TO TRUST OR EQUITY

Other than pursuant to the terms of the Declaration of Trust, the Operator shall not be bound to see to the execution of any trust, express, implied or constructive, or any charge, pledge or equity to which any Interest is subject, or to ascertain or inquire whether any sale or transfer of any such Interest by any Co-Owner or by his personal representatives is authorized by such trust, charge, pledge or equity, or to recognize any person having any interest therein except for the person or persons recorded by the Operator as the Co-Owner.

LV V367-LV V456-41714

13. INCAPACITY, DEATH, INSOLVENCY OR BANKRUPTCY

Where a person becomes entitled to an Interest by incapacity, death, insolvency or bankruptcy of a Co-Owner or otherwise by operation of law, in addition to the requirements of Section 11 hereof, that person will not be recorded as or become a Co-Owner until:

(a) he produces evidence satisfactory to the Operator of such entitlement; and

(b) he has delivered such other evidence, approvals and consents in respect of such entitlement as the Operator may require and as may be required by applicable law or by this Agreement.

14. DECLARATIONS OF TRUST

A separate Declaration of Trust shall be executed and delivered by the Nominee to each Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of a Co-Owner to the extent of the Co-Owner's Interest. Provided that the Transfer of an Interest has been effected in accordance with the provisions of Section 11 of this Agreement, a separate Declaration of Trust shall be executed and delivered by the Nominee to each transferee Co-Owner of an Interest from a transferring Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of the transferee Co-Owner to the extent of such Co-Owner's Interest.

15. LOST DECLARATIONS OF TRUST

Where a Co-Owner by notice in writing advises the Operator that the Declaration of Trust with respect to such Co-Owner's Interest has been defaced, lost or destroyed or wrongly taken, the Operator may cause a new Declaration of Trust to be issued, provided that the Co-Owner files with the Operator an indemnity in such form as is satisfactory to the Operator to indemnify the Operator, the Nominee and the other Co-Owners from any loss, cost, liability or damages that it or they may incur or suffer by complying with the request to issue a new Declaration of Trust, and provided further that the Co-Owner satisfies all other reasonable requirements of the Operator, including delivery of a form of proof of loss.

16. BOOKS AND RECORDS AND FINANCIAL REPORTS

The Operator will keep or cause to be kept on behalf of the Co-Owners at the Operator's principal place of business in Ontario:

(a) full and accurate books of account and records of all financial transactions relating to the Property including, without limitations, the receipts and expenditures relating to the Property and the Concept Planning Fund;

(b) the Co-Owners Record setting out the name and address of each Co-Owner; and

(c) copies this Agreement and all counterparts.

At any time upon 10 Business Days written notice to the Operator a Co-Owner may request the Operator to examine any of the documents noted in clauses (a) and (b) above at the office of the Operator and may take copies thereof provided that such requesting Co-Owner pays the reasonable cost to the Operator for making such copies, provided further that any such requesting Co-Owner shall have first provided an affidavit and undertaking, in form and substance satisfactory to the Operator, acting reasonably, duly sworn before a notary public or other individual authorized to administer oaths in the jurisdiction of residence of the

LV V367-LV V456-41714

Purchaser, stating: (aa) the name and address of such requesting Co-Owner, and that the Co-Owner is a Co-Owner; (bb) that the Co-Owners Record shall not be used by the requesting Co-Owner or any other person except in connection with a *bona fide* effort to influence the voting by Co-Owners on an Ordinary Resolution or a Special Resolution; (ccc) that the information so provided is subject to applicable privacy rules and regulations; (ddd) that none of the information provided pursuant to clause (a) above shall be disclosed by or on behalf of the requesting Co-Owner to any person who is not a Co-Owner, that such information is proprietary to the Operator and the Co-Owners, and that its disclosure could cause irreparable harm to the other Co-Owners and the Operator; (eee) that the requesting Co-Owner will not, directly or indirectly, offer for sale or purchase, or otherwise traffic in, a list or copy of a list of the Co-Owners or any information contained in the Co-Owners Record; (fff) the requesting Co-Owner acknowledges and agrees that in the event of a breach of any of the covenants, provisions and restrictions in affidavit, the Co-Owners' and Operator's remedy in the form of monetary damages may be inadequate and that the Operator, for itself and on behalf of the other Co-Owners, shall be authorized and entitled, in addition to all other rights and remedies available to it and them, to apply for and obtain from any court of competent jurisdiction interim and permanent injunctive relief and an accounting of all profits and benefits arising out of such breach; and (ggg) that the requesting Co-Owner shall indemnify and hold harmless the Operator and the Nominee and the other Co-Owners from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee or the other Co-Owners by reason of any breach by such requesting Co-Owner of any of the covenants, provisions and restrictions contained in the affidavit.

The Operator shall provide or cause to be provided to each Co-Owner not later than 120 days after the end of each calendar year, financial statements showing the financial results for the Property for such calendar year. The Operator shall retain, at the expense of the Co-Owners, an independent firm of chartered accountants qualified in Canada to prepare such financial statements. Such financial statements shall contain a balance sheet, and a statement of cash flows and shall be prepared in accordance with Canadian accounting standards for private enterprises ("**ASPE**") applicable to the real estate industry in Canada and applied on a consistent basis from year to year. The financial statements shall not be required to be audited unless the Co-Owners by Ordinary Resolution require audited financial statements. For greater certainty, the funds in the Concept Planning Fund are hereby recognized as being the funds of the Operator, not of the Co-Owners.

17. AMENDMENT OF AGREEMENT

This Agreement may be amended in writing on the initiative of the Operator with the consent of the Co-Owners given by Ordinary Resolution. Notwithstanding the foregoing, the Operator may, without any prior notice to or consent from the Co-Owners amend any provision of this Agreement from time to time:

(a) to cure an ambiguity or to correct or supplement any provision contained herein which, in the reasonable opinion of the Operator, may be defective or inconsistent with any other provision contained herein, and with respect to which the cure, correction or supplemental provision does not and will not adversely affect the Interests of the Co-Owners; or

(b) to make such other provisions in regard to matters or issues relating to or arising under this Agreement which, in the reasonable opinion of the Operator, do not and will not adversely affect the Interests of the Co-Owners.

LV V367-LV V456-41714

The Operator agrees to inform the Co-Owners by written notice within 60 days following the effective date of an amendment to this Agreement and provide copies of the amending agreement within the said 60 days.

18. PLANNING ACTIVITIES AND CONCEPT PLANNING FUND

As agent for the Vendor, the Operator shall deposit an amount equivalent to the Concept Planning Fund Contribution (as such term is defined in each Sale and Purchase Agreement) received by the Vendor under every completed Sale and Purchase Agreement into a single, segregated account (the "**Concept Planning Fund**") to be in the name of the Operator and to be used by the Operator solely for the purpose of paying the costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities, and those costs and expenses enumerated in Section 6(j) of this Agreement.

The Concept Planning Fund is intended to be a deposit account. Each Co-Owner's respective proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Co-Owner following completion of the sale of the Property. Each Co-Owner's share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of this Agreement) will be paid by the Co-Owner and deducted from his proportionate share of any sale proceeds receivable by him, if and when the Property is sold or otherwise disposed of. Each Co-Owner hereby irrevocably authorizes and directs the Operator to withhold from his proportionate share of any amounts otherwise receivable by it under this Agreement the amount of any such shortfall, and to pay such amount to the Operator.

The Operator shall keep proper and accurate records and details of all expenses paid out of the Concept Planning Fund, and at the request of the Vendor, provide access to the Vendor's representatives to such records and details of expenses to permit the Vendor to satisfy itself that such expenses were paid in accordance with the provisions of this Agreement.

The Operator shall prepare, perform and take or cause to be prepared, performed and taken all Planning Activities as it determines in its reasonable discretion are necessary for and on behalf of the Co-Owners including, without limitation, the following:

(a) surveys and concept plans in connection with the rezoning of the Property;

(b) in the reasonble discretion of the Operator, engage all consultants and professionals including, without limitation, legal counsel with respect to rezoning of the Property or any other Planning Activities;

(c) enter into or request the Nominee to enter into and deliver any documents, consent, acknowledgements or agreements including, without limitation, easements, rights in the nature of an easement, transfers, undertakings, applications, appeals and/or any other similar or related agreements or documents which may be required in the reasonable discretion of the Operator in connection with the Planning Activities;

(d) pay for all costs and expenses associated with Planning Activities, municipal property taxes and the cost of maintaining the Property, out of the Concept Planning Fund, and if insufficient, out of additional funds provided by the Co-Owners; and

(e) keep detailed records and accounts for or pertaining to the Planning Activities.

LV V367-LV V456-41714

If the amount set aside in the Concept Planning Fund is not sufficient to defray all costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities and those costs and expenses enumerated in Section 6(j) of this Agreement, the Operator, in the exercise of its absolute discretion, and without the approval of the Co-Owners, may advance to the Co-Owners an amount or amounts on account of such shortfall to a maximum of 5% of the aggregate purchase prices paid by all Co-Owners for their respective Interests(collectively, the "**Initial Advance**"). The Initial Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance made to the Co-Owners out of the proceeds of the sale of the Property.

If the cost of Planning Activities exceeds the combination of the Concept Planning Fund and the Initial Advance, the Operator, as it deems necessary in the exercise of its absolute discretion but subject to the approval of the Co-Owners by way of an Ordinary Resolution, may advance to the Co-Owners additional amounts as may be required for such purposes (collectively, the "**Additional Advance**"). The Additional Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, after repayment of the Initial Advance, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance and the Additional Advance made to the Co-Owners out of the proceeds of the sale of the Property.

19. SALE OF THE PROPERTY

Any offer to purchase the Property received by the Operator or the Nominee, which the Operator deems acceptable (the "**Offer**") shall be presented to all of the Co-Owners for consideration and if approved by an Ordinary Resolution such Offer shall be accepted by the Nominee and such acceptance shall be binding upon all of the Co-Owners. Any sale of the Property by the Nominee resulting from an Offer the acceptance of which was approved by an Ordinary Resolution of the Co-Owners shall be deemed to include the sale by the Co-Owners of the Interests.

The Co-Owners hereby agree that Operator shall have the right, exercisable by notice in writing to the Co-Owners within 30 days after the Co-Owners have passed an Ordinary Resolution to accept the Offer, to purchase the Property at the same price and on the same terms and conditions as are contained in the Offer approved by Ordinary Resolution of the Co-Owners.

If the Operator fails to provide the notice exercising its right to purchase the Property on the same terms and conditions as are contained in the Offer within the said 30 days, then the Nominee shall accept the Offer and complete the transaction with the party that made the Offer the acceptance of which was approved by Ordinary Resolution of the Co-Owners.

20. HST AND LTT

Each of the Co-Owners hereby authorizes the Operator to make any and all filings, payments and/or remittances for HST with respect to the purchase by each Co-Owner of his respective Interest and any other payments of HST applicable to the services provided to the Nominee or in respect of the Property or the Interest of a Co-Owner.

Each Co-Owners hereby authorizes the Operator to carry out any HST reporting or filing obligations that are required in respect of the Interests or the Property. Such authority shall

LV V367-LV V456-41714

include the execution of any documents that have to be or which may be advisable to be executed under the *Excise Tax Act*. The Operator shall to the extent required under the *Excise Tax Act* make and satisfy all filing and reporting obligations of a Co-Owner with respect to the Interest of the Co-Owner and shall provide each Co-Owner with copies of such filings and reports.

Each of the Co-Owners hereby authorizes the Operator to make any and all filings payments and/or remittances, from funds provided by the Co-Owner, relating to LTT arising from the purchase by each Co-Owner from the Vendor of his respective Interest in the Property. For greater certainty, each of the Co-Owners hereby authorizes the Operator on behalf of the Co-Owner and with the Co-Owner's funds to make any and all payments, remittances and filings under the provisions of the *Land Transfer Tax Act* relating to LTT and within the time period required therefor under the *Land Transfer Tax Act*, arising from the acquisition and/or ownership of the Interest. The Operator shall provide each Co-Owner with copies of such filings and evidence of the payments and remittances upon the written request of a Co-Owner.

21. POWER OF ATTORNEY

Each Co-Owner hereby nominates, constitutes and appoints each of the Operator and the Nominee, acting alone or together, with full power of substitution, as his true and lawful attorney and agent with full power and authority in his name, place and stead, for his use and benefit, to do the following, as fully and effectually as the Co-Owner could do if personally performed including, without limitation:

(a) execute and deliver all such documents or instruments on behalf of and in the name of the Co-Owners, or any of them, as may be deemed necessary by the Operator to carry out fully the provisions of this Agreement in accordance with its terms;

(b) execute, swear to, acknowledge, deliver, file and/or remit to or with the Ministry of Finance (Ontario) pursuant to the *Land Transfer Tax Act*, as amended, all necessary returns and payment or remittances in connection with the acquisition by the Co-Owners of their respective Interests in the Property;

(c) execute, acknowledge, deliver and file and/or remit to or with the CRA, all necessary instruments, declarations, certificates and other documents, and remittances relating to HST;

(d) execute, acknowledge, deliver and file as and where required any election made pursuant to subsection 273(1) of the *Excise Tax Act* as contemplated in each Purchase Agreement;

(e) execute and deliver all conveyances, agreements, documents and other instruments pertaining to the sale, development, redevelopment, financing, refinancing or leasing of the Property as the Operator determines in its sole discretion is in the best interests of the Co-Owners, and as permitted by this Agreement or authorized by Ordinary Resolution or Special Resolution of the Co-Owners; and

(f) execute, acknowledge, deliver and file any and all CRA non-resident personal income tax returns.

Each Co-Owner acknowledges and confirms that the power of attorney granted herein is made pursuant to the *Powers of Attorney Act* (Ontario) and is a power coupled with an interest, will survive the death, disability or other legal incapacity of the Co-Owner and will survive the assignment (to the extent of the Co-Owner's obligations hereunder) by the Co-Owner of the whole or any part of his Interest and extends to the heirs, executors, administrators, successors

LV V367-LV V456-41714

and assigns of the Co-Owner and may be exercised by the Operator or the Nominee, acting alone or together, executing on behalf of the Co-Owners, or any of them, any instrument, by listing all of the Co-Owners to be bound by such instrument with a single signature as attorney and agent for all of them, or otherwise. Each of the Co-Owners agrees to be bound by any representations and actions made or taken in good faith and in accordance with the terms of this Agreement by the Nominee and/or the Operator pursuant to such power of attorney in accordance with the terms hereof and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the Nominee or the Operator taken in good faith under such power of attorney. The Operator shall, at the written request of a Co-Owner, provide such Co-Owner with copies of any of the documents or instruments executed, sworn, delivered, acknowledged or remitted by the Operator for and on behalf of that Co-Owner only under the power of attorney provided for in this Section 21.

22. INDEMNIFICATION

Each of the Co-Owners hereby agrees, severally and not jointly or jointly and severally, to indemnify and hold harmless the Operator and the Nominee from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee, or by any one or more attorneys appointed by it or them under the power to substitute pursuant to the power of attorney provision contained in Section 21 above, by reason of acts, omissions or alleged acts or omissions arising out of the activities of the Operator or the Nominee on behalf of the Co-Owners or in furtherance of the Interests of the Co-Owners but only if the acts, omissions or the alleged acts or omissions in respect of which any actual or threatened action, proceeding or claim are based, were performed in good faith and in accordance with the Agreement.

23. VENDOR'S RIGHT TO RETAIN AN INTEREST

The Co-Owners acknowledge and agree that the Vendor has the right, but not the obligation, to retain an undivided beneficial Interest in the Property (a "**Retained Interest**"), to whatever extent it wishes, and the Vendor to the extent of any such Retained Interest shall for the purposes of this Agreement be a Co-Owner and be deemed to be bound by this Agreement. The Vendor may at any time and from time to time Transfer and assign all or any part of such Retained Interest to any person or persons it deems appropriate and upon such Transfer or assignment, the assignee or transferee thereof shall execute a counterpart of this Agreement and shall be a Co-Owner to the extent of the Retained Interest so transferred or assigned.

24. COMPETING INTERESTS

Each of the Co-Owners and the Operator is entitled, without the consent of any of the others of them, to own property and to carry on any business or activity whatsoever, whether of the same or different nature as that owned by or carried on by any of them, and whether or not in competition with the Interests, the Property or any activity carried on by any of them, and neither any Co-Owner nor the Operator shall be liable to account to any of the other of them.

25. NOTICES

Any notice or communication required or permitted to be given to the Nominee, the Vendor, the Operator or the Co-Owners hereunder shall be in writing and shall be given by delivery or by mailing to same to be addressed as follows:

(a) To the Nominee, the Vendor or the Operator, at its respective mailing address provided in Section 4 above.

LV V367-LV V456-41714

(b) To each Co-Owner at his last address shown on the Co-Owners Record maintained by the Operator.

Any notice or communication delivered as aforesaid shall be in the English language but may be accompanied by an unofficial translation and shall be deemed to have been given to the addressee on the day of delivery, if delivered by courier or, if mailed as aforesaid, shall be deemed to have been given to the addressee on the 10th Business Day following the mailing of such notice, provided that, for such purposes, no day during which there shall be a strike or other occurrence which shall interfere with normal mail services shall be considered a Business Day. If delivery of any notice or communication is made via fax, delivery shall be deemed to have been made on the day following the sending of the fax unless such day is not a Business Day, in which case delivery shall be deemed to have been made on the next Business Day.

26. FURTHER ACTS

The parties hereto agree to execute and deliver such further and other documents and to perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

27. BINDING EFFECT

Subject to the restrictions on Transfers herein contained, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and permitted assigns.

28. SEVERABILITY

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts, by original or facsimile signature, with the same affect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same agreement.

30. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, in the Country of Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

31. DISPUTE RESOLUTION

Any disputes, claims, disagreements, differences, (including, without limitation, interpretation, performance and enforcement) (collectively the "**Dispute**") that may arise between the Co-Owners or any of them and/or the Operator and/or the Nominee relating in any manner to this Agreement, the Property, or the Interests or any of them, shall attempted to be resolved by mediation and if such mediation is not successful, then by arbitration.

LV V367-LV V456-41714

Upon written demand of the Nominee, the Operator or the Co-Owners or any them and within 10 days after such demand, the parties shall attempt to appoint a mediator. If within such period of time they are unable to agree on a mediator, the Dispute shall be resolved by arbitration. If the parties to the Dispute are unable to agree upon a single arbitrator within 10 days after a demand has been made by any party to the Dispute to appoint a single arbitrator then, any party to the Dispute may apply, to a Justice of the Superior Court of Justice sitting in the City of Toronto, in the Province of Ontario, Canada for the appointment of an arbitrator.

The arbitration shall proceed in accordance with the provisions of the *Arbitration Act*, 1991 (Ontario) and any amendments or successor legislation thereto, which provisions shall apply *mutatis mutandis*. The arbitrator shall have the power to determine the procedure for the arbitration and to deliver his or her award notwithstanding the default by any party in respect of any procedural order made by the arbitrator.

The arbitrator shall proceed immediately to hear and determine the Dispute. The award of the arbitrator shall be made within 30 days after the appointment of the arbitrator, subject to any reasonable delay due to unforeseen circumstances. The award of the arbitrator shall be in writing and signed by the arbitrator, and shall be final and binding on the parties to the Dispute, not subject to any appeal, and the parties to the Dispute shall abide by the award and perform the terms and conditions thereof. The arbitration award shall deal with the costs of arbitration and all matters related thereto including the arbitrator's fees and expenses. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Unless otherwise mutually agreed, any mediation or arbitration of a Dispute shall take place in the Municipality of Metropolitan Toronto, in the Province of Ontario, in the Country of Canada.

32. NO INTENTION TO CREATE A PARTNERSHIP

The Co-Owners acknowledge, agree and declare that the entering into of this Agreement does not, and is not intended to, create a partnership, for any purpose. The Co-Owners further agree that nothing herein is to be construed as a limitation of the powers or rights of any Co-Owner to carry on its separate respective activities. Except for the Operator as contemplated in this Agreement, none of the Co-Owners shall have the right to bind any of the other Co-Owners, transact any business in any of the other Co-Owners names or on their behalf or incur any liability for or on behalf of any of the other Co-Owners. The Co-Owners agree that they shall each report their income or loss arising from the ownership of their Interests, for both accounting and income tax purposes, and to the applicable taxing authorities, as co-venture parties independent of one another, and not as partners in a partnership.

33. NO RIGHT TO PARTITION, ETC.

Each of the Co-Owners, by becoming a party to this Agreement, agrees and will be deemed to have agreed that he will not seek any remedy or right for the termination of this Agreement which would otherwise be available at law or in equity or for the termination of the co-ownership of the Property or which would otherwise be available pursuant to the *Partition Act*, R.S.O. 1980, c. 369,) and any amendments or successor legislation thereto, and each such Co-Owner shall be forever estopped from asserting otherwise and from seeking such remedy or right. In the event of any breach of the provisions of this Section 33 by a Co-Owner, the other Co-Owners and the Operator shall, in addition to all rights and remedies at law or in equity to which it is or they are otherwise entitled, be entitled to a decree or order

LV V367-LV V456-41714

perpetually restraining and enjoining such partition, application, action or other proceeding, and the first-mentioned Co-Owner shall not plead in defence thereto that there would be an adequate remedy at law, it being acknowledged by all the parties hereto that the injury and damages flowing from any such breach would be impossible to measure monetarily.

34. TIME

Time shall be of the essence of this Agreement.

35. REFERENCE DATE

This Agreement is dated for reference as of the 30TH day of January 2015.

IN WITNESS WHEREOF this Agreement is executed with effect as of the day and year first above written.

EXECUTED this 15TH day of APRIL 2015 with effect as of the day and year first above written.

CO-OWNER

WITNESS

✓ SIGNATURE OF WITNESS

Signature of Witness

Print: CHIAKI HAYASHI

SIGNATURE OF CO-OWNER ★
MASAO KOBAYASHI

Signature of Co-Owner

Print: KOBAYASHI KYOHODO CO., LTD.

LV V367-LV V456-41714

✓

EXECUTED this 12TH day of JUNE, 2015 with effect as of the day and year first above written.

LONDON VALLEY V INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

EXECUTED this 12TH day of JUNE, 2015 with effect as of the day and year first above written.

TSI-LV V INTERNATIONAL CANADA INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

LV V CAPITAL MANAGEMENT INC.

EXECUTED this 12TH day of JUNE, 2015 with effect as of the day and year first above written.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

SCHEDULE "1"

Legal Description of Property

Lands and premises located in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lots 58 & 59 ETR Westminster Designated Parts 8 & 9, 33R2972; and PT LT 59, ETR Westminster as in 559255; Save & Except Part 1, Plan ER864297; City of London

LV V367-LV V456-41714

SCHEDULE "2"

NOTICE OF REQUISITION OF ORDINARY RESOLUTION

By Co-Owners

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____, 201_ .

Witness	**Co-Owner**
_____	_____
Signature	Signature
Print: _____	Print: KOBAYASHI KYOHODO CO., LTD.
Address: _____	Address: _____
_____	_____

Unit Identification No. LV V367-LV V456

By Operator

NOTICE IS HEREBY GIVEN that the undersigned requests the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned signed to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____ , 201__.

LV V CAPITAL MANAGEMENT INC.

Per: _____

Name:
Title:
I have authority to bind the Corporation.

Appendix 1

FORM OF ORDINARY RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____ , 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: KOBAYASHI KYOHODO CO., LTD.
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV V367-LV V456

Identification No. _____

SCHEDULE "3"

NOTICE OF REQUISITION OF SPECIAL RESOLUTION

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners to approve the Special Resolution attached hereto as Appendix I **by no later than** the _____ day of _____ , 201__ (the "**Return Date**"). If the form of Special Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Special Resolution.

Dated the _____ day of _____ , 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: KOBAYASHI KYOHODO CO., LTD.
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV V367-LV V456

Identification No. _____

Appendix I

FORM OF SPECIAL RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____, 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: KOBAYASHI KYOHODO CO., LTD.
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV V367-LV V456

Identification No. _____

DECLARATION OF TRUST

Cert. No. LV V JP 2f891485332423c8715842537cf742a0

Interest: 90/797TH

ID. 41714 UDI. LV V367-LV V456

This is to certify that KOBAYASHI KYOHODO CO., LTD. is the owner of an undivided beneficial 90/797TH interest (the "Interest") representing a value of Nine Hundred Thousand dollars of lawful money of Canada (C$900,000.00) in the real property located in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lots 58 & 59 ETR Westminster Designated Parts 8 & 9, 33R2972; and PT LT 59, ETR Westminster as in 559255; Save & Except Part 1, Plan ER864297; City of London (the "Property") and that LONDON VALLEY V INC., as the registered holder of title to the Property, declares and acknowledges that it is holding title to the Property in trust for and on behalf of KOBAYASHI KYOHODO CO., LTD., to the extent of the Interest.

Reference is made to the co-owners agreement (the "Agreement") dated for reference as of the 30TH day of January 2015 among the owner of the Interest named in the within Declaration of Trust, TSI-LV V INTERNATIONAL CANADA INC., LONDON VALLEY V INC., LV V CAPITAL MANAGEMENT INC. and all other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of the Agreement. The Agreement provides for certain rights and obligations of the owners of undivided beneficial interest in the Property.

This Declaration of Trust and the Interest represented hereby are not transferable by delivery but only by the registered holder hereof, or by his agent duly authorized in writing, upon compliance with the provisions of the Agreement, including delivery to TSI-LV V INTERNATIONAL CANADA INC. at its principal office in Mississauga, Ontario, of this Declaration of Trust together with a duly executed transfer of beneficial interest in the form required by TSI-LV V INTERNATIONAL CANADA INC.

IN WITNESS WHEREOF LONDON VALLEY V INC. and TSI-LV V INTERNATIONAL CANADA INC. have caused this Declaration of Trust to be signed by its duly authorized officers this 12TH day of JUNE 2015.

LONDON VALLEY V INC.

Per: _____

Name:

Title:

I/We have authority to bind the Corporation

TSI-LV V INTERNATIONAL CANADA INC.

Per: _____

Name:

Title:

I/We have authority to bind the Corporation

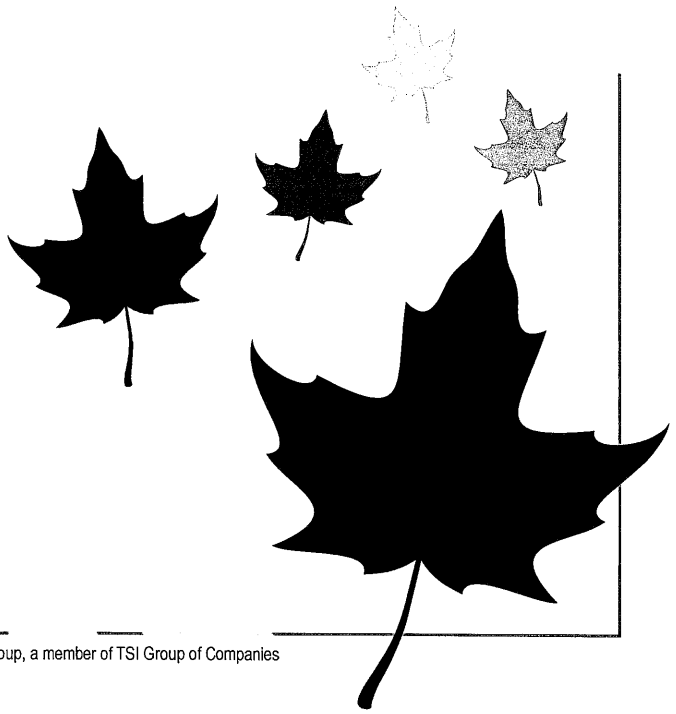
2078

JP 4432#
4/7/2015

TSI INTERNATIONAL

LONDON VALLEY V INC.

TORU FUKIAGE



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UNIT IDENTIFICATION NO. LV V93-LV V106

AGREEMENT OF SALE AND PURCHASE dated the 18TH day of MARCH, 2015.

BETWEEN

TORU FUKIAGE,

Identification: DRIVER'S LICENSE (528400285850)

Address: 501 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Phone Number: 81-90-9441-7543

(hereinafter referred to as the "**Purchaser**")

-and-

TSI-LV V INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario,

(hereinafter referred to as the "**Vendor**");

-and-

LONDON VALLEY V INC.,
a corporation incorporated under the laws of the Province of Ontario

(hereinafter referred to as the "**Nominee**")

WHEREAS:

A. The Vendor is the beneficial owner of an undivided interest in a parcel of land described in Schedule "B" annexed to this Agreement (the "**Property**") and title to which Property is registered in the name of the Nominee.

B. The Vendor is engaged in the business of land banking, the prime focus of which is to locate and purchase raw land and to endeavour to rezone the land through the applicable land development process to an approved use determined by the Vendor to be suitable and appropriate in all of the circumstances, and to thereby enhance the value of the land.

C. The Purchaser acknowledges that rezoning of the Property is uncertain and may take many years to achieve, often six years or longer, and that there can be no assurance that rezoning will be obtained, or if obtained, to permit for such use or uses as were requested and/or otherwise on terms and conditions that are satisfactory.

D. The Vendor may from time to time sell undivided beneficial interests in the Property to various purchasers.

E. The Purchaser acknowledges that real estate investments are generally subject to various risks, including a lack of liquidity, the highly competitive nature of the real estate industry, changes in general economic conditions (such as the availability and cost of mortgage funds), conditions of supply and demand for any particular type of real estate in the particular area, government regulations and changes thereto (including uncertainties and delays in zoning, subdivision and development regulatory approval processes, taxation of

LV V93-LV V106-41432

property and environmental legislation), changes in governments and the political environment in the jurisdiction where the real estate is located, and sensitivity to interest rates, among other factors.

F. The Purchaser acknowledges having had the opportunity to review this Agreement and its schedules with its advisors and to conduct such due diligence investigations as the Purchaser deemed appropriate with respect to all matters pertaining to the Property and to the Vendor.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. SALE OF UNDIVIDED BENEFICIAL INTEREST IN LAND

1.1 The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser a 14/797TH undivided beneficial interest in the Property (the "**Purchaser's Land Interest**").

1.2 The Purchaser's Land Interest will be identified by the following designated identification number: LV V93-LV V106

2. . PURCHASE PRICE

2.1 The Purchaser shall pay the aggregate sum of Ten Thousand Dollars of lawful money of Canada (C$10,000.00) for each 1/797TH undivided beneficial interest in the Property upon execution of this Sale and Purchase Agreement, of which Nine Thousand Three Hundred Dollars Only (C$9,300.00) of lawful money of Canada will be paid on account of the purchase price for such interest, and Seven Hundred Dollars Only (C$700.00) of lawful money of Canada will be paid into a segregated account known as the "Concept Planning Fund" (the "**Concept Planning Fund**") to be used to defray costs, expenses and fees to be incurred in connection with the Property, as more particularly hereinafter described and as described in the Co-Owners Agreement (as such term is hereinafter defined).

2.2 The Purchaser hereby agrees to purchase the Purchaser's Land Interest for a total purchase price of ONE HUNDRED THIRTY THOUSAND TWO HUNDRED DOLLARS ONLY of lawful money of Canada (C$130,200.00) (the "**Purchase Price**"), and to pay the amount of NINE THOUSAND EIGHT HUNDRED DOLLARS ONLY of lawful money of Canada (C$9,800.00) into the Concept Planning Fund (the "**Concept Planning Fund Contribution**"). All references in this Agreement to payments of money being made shall mean lawful money of Canada.

2.3 The Purchase Price excludes applicable harmonized sales tax (the "**HST**") pursuant to the *Excise Tax Act*, R.S.C. 1985, c E-15, as amended (the "**ETA**") and the Purchaser agrees to pay the HST in addition to the Purchase Price and the Concept Planning Fund Contribution, unless the Purchaser has obtained and inserted (or instructed to be inserted) its HST registration number set forth below on the signing page of this Agreement, below its signature, prior to acceptance of this Agreement by the Vendor, in which case the Purchaser hereby represents and warrants that it is a registrant for HST purposes under the provisions of the ETA, under such registration number.

2.4 Included in the Purchase Price and the Concept Planning Fund Contribution, the Purchaser shall be responsible for the payment of land transfer tax ("**LTT**") under

the *Land Transfer Act*, R.S.O., c L.6. as amended (the "**LTTA**"), in the amount of ONE THOUSAND ONE HUNDRED THIRTEEN DOLLARS AND EIGHTY SIX CENTS of lawful money of Canada (C$1,113.86).

2.5 The Purchaser covenants to pay, make and submit all necessary payments, filings and remittances within the time periods required therefor under the provisions of the ETA, if applicable, and the LTTA, and the regulations thereunder. The Purchaser hereby authorizes the Vendor on behalf of the Purchaser and with the Purchaser's funds, to make any and all payments, filings and remittances within the time periods required therefore under the provisions of the ETA relating to HST, if applicable, and under the provisions of the LTTA relating to LTT required to be made by the Purchaser arising from its acquisition of the Purchaser's Land Interest. While the Vendor agrees to assist the Purchaser in submitting such payments, remittances and filings, for greater certainty, nothing herein contained shall oblige the Vendor to make any payments or remittances from its own resources or funds and all such payments and remittances and filings shall be the Purchaser's obligation.

2.6 Funds in the Concept Planning Fund shall be applied towards defraying future costs of every nature and kind related to the Property, including property management costs, costs, fees, and services incurred in connection with planning activities, development submissions, subdivision applications, operational costs and all other activities and matters concerning or related to the Property, as determined by the Operator (as such term is defined in the Co-Owners Agreement) which would be incurred by or on behalf of the Purchaser as a Co-Owner. The Concept Planning Fund is intended to be a deposit account. The Purchaser's proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Purchaser following completion of the sale of the Property. The Purchaser's proportionate share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of the Co-Owners Agreement) will be paid by the Purchaser (in its capacity as a Co-Owner) and deducted from its proportionate share of any sale proceeds receivable by it, if and when the Property is sold or otherwise disposed of.

3. PAYMENT OF THE PURCHASE PRICE

3.1 The Purchaser hereby agrees that the Purchase Price, the Concept Planning Fund Contribution, and all other amounts due and payable hereunder, shall be paid to the Vendor on the Closing Date (as hereinafter defined). Following the Closing Date, the Vendor shall deliver the Concept Planning Fund Contribution to the Operator for deposit into the Concept Planning Fund.

3.2 All payments of the Purchase Price, the Concept Planning Fund Contribution, and such other amounts shall be made through the appointed agent (the "**Vendor's Agent**"), the Vendor's authorised agent and representative in the jurisdiction of residence of the Purchaser, and the Vendor hereby directs the Purchaser to make all such payments to the Vendor's Agent, who is authorised by the Vendor to acknowledge receipt of the Purchase Price and other amounts paid hereunder.

4. CLOSING DATE, DELIVERIES, COSTS, NON-MERGER

4.1 The date on which this Agreement is signed by the Purchaser and is accepted and signed by the Vendor and the Nominee shall be the "**Closing Date**". On the Closing Date, in addition to delivering the Purchase Price and this Agreement, the Purchaser agrees to deliver to the Vendor's Agent a copy of the Co-Owners Agreement signed by the Purchaser.

LV V93-LV V106-41432

4.2 Within ninety (90) days after the Closing Date, the Vendor agrees to deliver to the Purchaser the following documents (the "**Closing Documents**"):

(a) this Agreement, duly executed by the Vendor and the Nominee;

(b) a Declaration of Trust (as hereinafter defined), duly executed by the Nominee; and

(c) the Co-Owners Agreement (as hereinafter defined), duly executed by the Nominee and Operator (as therein defined).

4.3 The Vendor shall pay for the cost of drafting and/or settling the Closing Documents. The Vendor shall not be obligated to pay any other costs associated with the purchase of the Purchaser's Land Interest.

4.4 This Agreement shall be irrevocable by the Purchaser for a period of 120 days following its execution and delivery to the Vendor or the Vendor's Agent. This Agreement shall only become binding upon the Vendor and the Nominee following the Vendor and the Nominee having each accepted this Agreement as signified by its respective execution of this Agreement where indicated below.

4.5 All representations, warranties and covenants of the Purchaser as set out in this Agreement shall not merge upon closing but shall survive closing and the Closing Date.

5. VENDOR REPRESENTATIONS AND WARRANTIES

5.1 The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in completing the sale and purchase transaction contemplated in this Agreement:

(a) the Vendor is the beneficial owner of the Purchaser's Land Interest with good and marketable title thereto, subject to Section 6.1;

(b) registered title to the Property and beneficial title to the Purchaser's Land Interest shall be good and marketable and clear and free from all mortgages, charges and financial liens on the Closing Date;

(c) the Vendor has the right, power and authority to sell the Purchaser's Land Interest as contemplated in this Agreement;

(d) the Vendor is a corporation properly constituted and in good standing under the laws of the Province of Ontario and the laws of Canada applicable therein; and

(e) the Vendor is not now and on the Closing Date will not be a non-resident of Canada within the meaning of the *Income Tax Act* (Canada), R.S.C. 1985, c.1 (5th Supp.), as amended from time to time.

6. EASEMENTS, LIENS, REGISTERED AGREEMENTS

6.1 Other than any mortgage, charge or financial lien which the Vendor is required to discharge pursuant to this Agreement, registered title to the Property, and beneficial title to the Purchaser's Land Interest, shall be subject to all other liens and encumbrances registered

LV V93-LV V106-41432

on title to the Property on the Closing Date or which may be registered against the title to the Property after the Closing Date, including those registered in connection with the rezoning or development process relating to the Property, and including, without limitation, agreements with the applicable municipality or region, agreements with public regulated utilities, easements for the supply of domestic utility or telephone services to the Property or properties which are adjacent to the Property, easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the Property or its proposed development, other registered restrictions or covenants that run with the lands, and the restrictions and reservations in the Crown patent.

7. PURCHASER(S)' REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 The Purchaser represents and warrants to and covenants in favour of the Vendor as follows:

(a) there are no liens, mortgages, judgements, executions or other encumbrances, related to or attaching to the Purchaser's Land Interest or any part thereof;

(b) the Purchaser shall keep the Purchaser's Land Interest and every part thereof free and clear of all liens, mortgages, other encumbrances, judgements or executions. The Purchaser warrants and represents that all such liens, mortgages, judgements, executions other encumbrances, if any, shall be discharged and removed forthwith at the Purchaser's sole cost and expense and the Purchaser shall hold harmless the Vendor and all other beneficial owners of undivided interests in the Property from time to time against any and all claims, liabilities, actions, cause of actions, charges, demands and costs, including solicitors fees in connection therewith; and

(c) the Purchaser will not register or cause to be registered this Agreement, the Co-Owners Agreement, notice of this Agreement, notice of the Co-Owners Agreement, notice of the Purchaser's Land Interest, or any caution against title to the Property and the Purchaser shall forthwith remove and discharge any such registration at its costs and expense, failing which the Vendor may do so at the cost and expense of the Purchaser.

7.2 The foregoing warranties, representations and covenants of the Purchaser shall not merge on closing but shall survive closing and the Closing Date.

8. PURCHASER(S)' PARTICULARS, NATURE OF VESTING OF BENEFICIAL TITLE

8.1 The Purchaser agrees and confirms that the personal information provided in Schedule "A" annexed hereto is true, accurate and complete and agrees to inform the Vendor in writing forthwith of any change in any of the information therein provided.

8.2 If there is more than one person that comprises the Purchaser, then the Purchaser's Land Interest will be held as joint tenants with right of survivorship unless the box below is initialled by the Purchaser in which case the Purchaser's Land Interest will be deemed to be held as tenants-in-common, in the percentages noted therein.

LV V93-LV V106-41432

[ ] Purchaser elects to hold Purchaser's Land Interest as tenants- in -common and not as joint tenants, as follows: _____ as to ___%, _____ as to ____%.

9. PRESENT STATE AND CONDITION OF PROPERTY

9.1 The Purchaser hereby agrees that the purchase of the Purchaser's Land Interest is on an "as is, where is basis" with no representations or warranties whatsoever made by the Vendor, other than as expressly set out in this Agreement.

10. TITLE INSURANCE

10.1 The Nominee as registered owner of the Property obtained title insurance upon acquiring the Property (the "**Title Insurance Policy**") in such form and in such amount and with such stipulations, limitations and qualifications respecting coverage as it deemed appropriate.

11. NOMINEE AS BARE TRUSTEE; DECLARATION OF TRUST

11.1 The Purchaser acknowledges that the registered title to the Property is held by the Nominee, as nominee and bare trustee for the Vendor to the extent of its undivided beneficial interest in the Property, and as nominee and bare trustee for others to the extent of their respective undivided beneficial interests in the Property, and that on completion of the transaction herein contemplated the Nominee will hold the registered title to the Property to the extent of the Purchaser's Land Interest as nominee and bare trustee for the Purchaser and others to the extent of their respective undivided beneficial interests in the Property.

11.2 The mailing address of the Nominee for receiving notices shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee may change its mailing address from time to time by giving notice in writing to that effect pursuant to the notice provisions contained in the Co-Owners Agreement.

11.3 The Nominee agrees to execute and deliver to the Purchaser a declaration of trust (the "**Declaration of Trust**") wherein it will confirm that, from and after the Closing Date, it is holding the title to the Property for and on behalf of the Purchaser, to the extent of the Purchaser's Land Interest, in the place and stead of the Vendor.

11.4 The Purchaser acknowledges that the registered title to the Property shall at all times be in the name of the Nominee.

12. NO RIGHT TO USE, OCCUPY OR ACCESS

12.1 The Purchaser agrees that it hereby waives all rights of use, occupation and rights of access to the Property, and any part thereof, in order to facilitate the future rezoning and ultimate subdivision and re-development of the Property, for the benefit of all Co-Owners. The provisions of this Section 12 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date.

13. CO-OWNERS AGREEMENT

13.1 The Purchaser agrees that concurrent with its execution and delivery of this Agreement, the Purchaser shall execute and deliver the agreement or a counterpart of the co-

owners agreement, a draft copy of which is annexed hereto as Schedule "C" (the "**Co-Owners Agreement**").

13.2 The Co-Owners Agreement shall govern, amongst other things, the following:

(a) the rights and obligations of the Purchaser, as owner and any other owners of undivided beneficial interests in the Property;

(b) any future sale, financing and/or development of the Property;

(c) procedures for consent and approvals by the Co-Owners (as such term is defined in the Co-Owners Agreement);

(d) appointing the Operator (as such term is defined in the Co-Owners Agreement) for and on behalf of the Co-Owners;

(e) the rights and obligations of the Operator of the Property;

(f) the obligation of the Nominee as registered holder of the title to the Property for an on behalf of the Co-Owners;

(g) the right to transfer or assign the Purchaser's Land Interest or any part thereof and the terms conditions to be satisfied with respect to any such assignment or transfer; and

(h) such other matters as are therein contained.

13.3 The Vendor shall not be obligated but shall have the right to retain an undivided beneficial interest in the Property to such extent as it may in its absolute discretion deem appropriate and thus be a co-owner thereof and with respect to such undivided beneficial interest it shall be subject to the terms of the Co-Owners Agreement and entitled to exercise the rights of a Co-Owner.

14. SUBDIVISION CONTROL PROVISIONS

14.1 The Vendor agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and this Agreement shall be effective to create an interest in the Property provided that the provisions of the *Planning Act* (Ontario) are complied with in connection with the transaction of sale and purchase of the Purchaser's Land Interest.

15. NO REPRESENTATIONS, WARRANTIES OR ADVICE

15.1 The Purchaser acknowledges that none of the Vendor, the Nominee, the Vendor's Agent nor anyone acting on its or their behalf has made any representations or warranties except as are expressly set forth in this Agreement or the Co-Owners Agreement, nor given any advice respecting the tax treatment relating to the purchase or disposition of the Purchaser's Land Interest or any part thereof or the Property, nor as to the timing of sale, rezoning or development of the Property nor with respect to any potential or anticipated profit to be derived or derivable from the Purchaser's Land Interest or the Property.

15.2 The Purchaser has been urged and advised to consult with the Purchaser's own respective advisors including legal and tax advisors, with respect to the purchase and other matters pertaining to the Property and the Purchaser's Land Interest and the Closing Documents.

LV V93-LV V106-41432

16. SOURCE OF FUNDS

16.1 The Purchaser hereby represents, warrants, confirms and acknowledges that the source of the Purchaser's funds:

(a) are not derived directly or indirectly from any crime;

(b) are not linked directly or indirectly to any terrorists or against anti terrorist laws;

(c) are not embargoed funds; and

(d) are not obtained in violation of any laws or seeking to escape or avoid any tax laws;

16.2 The Purchaser covenants that all payments and remittances shall strictly comply , at its own expense, with all regulatory or exchange control provisions in force on the Closing Date and applicable to this Agreement.

16.3 The provisions of this Section 16 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date

17. NOTICES

17.1 All notices required hereunder shall be in writing and in the English language and may be served either personally upon the parties or by electronic transmission namely by fax or email addressed to the Parties at their respective last known addresses, fax number or email address.

18. HEIRS, ASSIGNS, ETC.

18.1 This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective heirs , administrators, executors, successors and permitted assigns; provided that, the Purchaser shall not be entitled to assign this Agreement or any of its rights hereunder without the prior written approval of the Vendor, which approval may be withheld in its absolute discretion.

19. SUPERCEDING AGREEMENT

19.1 This Agreement shall supercede any and all previous discussions, representations, agreements or understandings made by or on behalf of either of the parties hereto for or relating to the purchase and sale of the Purchaser's Land Interest.

20. SCHEDULES

20.1 Schedules "A", "B" and "C" annexed hereto form an integral part of this Agreement and shall be read together with this Agreement.

21. COUNTERPARTS

21.1 This Agreement may be executed in any number of counterparts and by original or facsimile signature with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement.

LV V93-LV V106-41432

22. LAWS AND JURISDICTION-ONTARIO

22.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

23. CAPTIONS

23.1 The captions of the sections of this Agreement are for convenience only and do not amplify or limit in any way the provisions hereof.

24. EFFECT OF PARTIAL INVALIDITY ON THIS AGREEMENT

24.1 In the event that any provision of this Agreement is illegal, void or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

25. FACSIMILE DOCUMENTS

25.1 The parties agree to accept facsimile executed documents, including Closing Documents, as if they were originally signed documents.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SET OUT BELOW.

WITNESSED BY:

DATE OF EXECUTION: 2015-03-18

THE PURCHASER

CHIAKI HAYASHI
Print Name of Witness

TORU FUKIAGE
Print Name of Purchaser

✓ SIGNATURE OF WITNESS Chiaki Hayashi
Signature of Witness

SIGNATURE OF PURCHASER ★
Signature of Purchaser

Witness Identification Number

HST Number:

808168538RT0001

LV V93-LV V106-41432

✓

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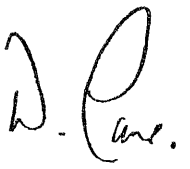
DATE OF EXECUTION: 2015-5-8
THE VENDOR:
TSI-LV V INTERNATIONAL CANADA INC.

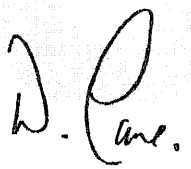
Per: 

Name:
Title:
HST Number: 82147 9797 RT0001

I/We have the authority to bind the Corporation.

DATE OF EXECUTION: 2015-5-8

THE NOMINEE:
LONDON VALLEY V INC.

Per: 

Name:
Title:
I/We have the authority to bind the Corporation.

SCHEDULE "A" – PURCHASER(S) PARTICULARS

Information Concerning Purchaser:

PURCHASER:

Full Name: TORU FUKIAGE

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: 501 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Home Telephone: 81-90-9441-7543 Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: _____

Country of Birth: JAPAN

The following have been provided to the Vendor:

(✓) Driver's Licence ( ) Passport ( ) Other_____

SCHEDULE "B" – PROPERTY and NOMINEE

LEGAL DESCRIPTION OF PROPERTY

Lands and premises located in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lots 58 & 59 ETR Westminster Designated Parts 8 & 9, 33R2972; and PT LT 59, ETR Westminster as in 559255; Save & Except Part 1, Plan ER864297; City of London

LONDON VALLEY V INC.

REGISTERED HOLDER OF LEGAL TITLE TO PROPERTY

Office: 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3

Tel No: 1-905-602-7463

Fax No: 1-905-602-7460

SCHEDULE "C" – CO-OWNERS AGREEMENT

LV V93-LV V106-41432

UNIT IDENTIFICATION NO. LV V93-LV V106

CO-OWNERS AGREEMENT

LONDON VALLEY V INC.

THIS CO-OWNERS AGREEMENT is dated the 30TH day of January 2015.

BETWEEN:

TORU FUKIAGE,

Identification: DRIVER'S LICENSE (528400285850)

Address: 501 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

(hereinafter referred to as the "**Purchaser**")

-and-

LONDON VALLEY V INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Nominee**")

-and-

TSI-LV V INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Vendor**")

-and-

LV V CAPITAL MANAGEMENT INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Operator**")

-and-

All other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of this Agreement

(hereinafter collectively referred to as the "**Co-Owners**")

WHEREAS:

1. Pursuant to a Sale and Purchase Agreement, the Vendor has sold to the Purchaser, and the Purchaser has purchased from the Vendor, an undivided beneficial interest in the Property;

2. The Nominee is the registered owner of the Property and has agreed to hold the Property as nominee and bare trustee for and on behalf of the Co-Owners from time to time;

3. Every purchaser of an undivided beneficial interest in the Property, every assignee of such purchaser, and every assignee of each such assignee, is required to execute and deliver a counterpart of this Agreement and shall be bound as a Co-Owner pursuant thereto; and

LV V93-LV V106-41432

4. This Agreement sets forth the provisions which govern the Co-Owners' ownership of undivided beneficial interests in the Property and any future sale, financing and/or development with the Property and their respective undivided beneficial interests therein.

NOW THEREFORE in consideration of the payment of the sum of One Dollar ($1.00) and other good and valuable consideration now paid by each party to the other, the receipt of which is hereby acknowledged, and of the premises and the mutual covenants herein contained, the parties hereto hereby covenant and agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall be deemed to have the following meanings:

(a) "**ASPE**" shall have the meaning ascribed thereto in Section 16 of this Agreement;

(b) "**Additional Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(c) "**this Agreement**", "**hereof**", "**herein**," "**hereunder**" and words to like effect, refer to this Co-Owners Agreement as a whole and not to any particular provision, as it may be amended, supplemented and/or restated from time to time;

(d) "**Business Day**" means any day of the week other than a Saturday, Sunday or a day which is a statutory holiday, in Ontario, Canada;

(e) "**Concept Planning Fund**" shall have the meaning ascribed thereto in Section 18 of this Agreement;

(f) "**Co-Owners**" means the owners from time to time of Interests and who have signed a counterpart of this Agreement, and shall include the Purchaser, as well as the Vendor to the extent that it retains any Interest, and "**Co-Owner**" means any of the Co-Owners;

(g) "**Co-Owners Record**" has the meaning ascribed thereto in Section 11 of this Agreement;

(h) "**CRA**" means the Canada Revenue Agency, established pursuant to the *Canada Revenue Agency Act*, S.C. 1999, c. 17, which administers tax laws of Canada, including under the *Income Tax Act*, for the Government of Canada;

(i) "**Declaration of Trust**" means the declaration of trust executed by the Nominee concurrently with the completion by a Co-Owner of the purchase from the Vendor of an Interest and pursuant to which the Nominee declares and confirms that it holds registered title to the Property in trust for and on behalf of such Co-Owner, to the extent of such Co-Owner's respective Interest. For greater certainty, "**Declaration of Trust**" includes the declaration of trust executed by the Nominee upon the completion by a Co-Owner of the Transfer of an Interest to a transferee in accordance with the provisions of this Agreement, and includes the declaration of trust executed by the Nominee in favour of the Vendor at the time of its acquisition of the Property;

(j) "**Designated Person**" shall have the meaning ascribed thereto in Section 10 of this Agreement;

(k) "**Dispute**" shall have the meaning ascribed thereto in Section 31 of this Agreement;

(l) "***Excise Tax Act***" means the *Excise Tax Act* (Canada), as amended from time to time, including the regulations made pursuant thereto;

(m) "**HST**" means the harmonized sales tax payable pursuant to the *Excise Tax Act*, including the Province of Ontario's portion thereof;

(n) "***Income Tax Act***" means the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.), as amended from time to time, including the regulations made pursuant thereto;

(o) "**Initial Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(p) "**Interest**" means the undivided beneficial interest in the Property purchased by a Co-Owner pursuant to a Sale and Purchase Agreement, and includes any undivided beneficial interest in the Property continued to be owned by the Vendor, and "**Interests**" means every Interest;

(q) "***Land Transfer Tax Act***" means the *Land Transfer Tax Act*, R.S.O. c.L.6, as amended;

(r) "**LTT**" means the land transfer tax payable pursuant to the *Land Transfer Tax Act*;

(s) "**Net Income**" shall have the meaning attributed thereto in Section 6(j) of this Agreement;

(t) "**Notice Requisitioning an Ordinary Resolution**" shall have the meaning attributed thereto in Section 8 of this Agreement;

(u) "**Notice Requisitioning a Special Resolution**" shall have the meaning attributed thereto in Section 10 of this Agreement;

(v) "**Offer**" shall have the meaning attributed thereto in Section 19 of this Agreement;

(w) "**Operator**" means LV V CAPITAL MANAGEMENT INC., or the Designated Person that may be appointed as the Operator's replacement as determined in accordance with Section 10 of this Agreement;

(x) "**Ordinary Resolution**" means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 51% of the aggregate Interests in the Property;

(y) "**Planning Activities**" means the reports, plans, studies, audits, assessments, investigations, legal proceedings, procedures, filings, submissions, applications and/or any other actions taken or made in respect of or in furtherance of the rezoning of, or other land use planning matters related to, the Property;

(z) "**Property**" means the real property legally described on Schedule "1" annexed hereto;

(aa) "**Retained Interest**" shall have the meaning attributed thereto in Section 23 of this Agreement;

(bb) "**Sale and Purchase Agreement**" means the agreement of sale and purchase, or an agreement substantially in the form of the agreement of sale and purchase, entered into

LV V93-LV V106-41432

between the Vendor, as vendor, and each Co-Owner (other than the Vendor), as purchaser, pursuant to which each Co-Owner agreed to acquire its respective Interest in the Property. **"Sale and Purchase Agreements"** means every Sale and Purchase Agreement;

(cc) **"Special Resolution"** means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 85% of the aggregate Interests in the Property;

(dd) **"Transfer"** shall have the meaning ascribed thereto in Section 11 of this Agreement; and

(ee) **"Vendor"** means TSI-LV V INTERNATIONAL CANADA INC.

2. INTERPRETATION

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) the division of this Agreement into Articles, paragraphs, subparagraphs and schedules and the insertion of headings are provided for convenience only and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;

(b) all references to currency herein are references in Canadian dollars;

(c) any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto;

(d) any reference to an entity shall include and shall be deemed to be a reference to any entity that is a successor to such entity;

(e) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

3. TITLE

Legal title to the Property shall be held in the name of the Nominee, which shall hold such title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Vendor, to the extent of its Retained Interest, if any.)

4. MAILING ADDRESSES

The mailing address of the Nominee, the Vendor and the Operator shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee, the Vendor and/or the Operator may change its mailing address from time to time by giving notice in writing to that effect to all Co-Owners, pursuant to the notice provisions contained in this Agreement.

5. REPRESENTATIONS AND WARRANTIES OF THE NOMINEE AND OPERATOR

(a) The Nominee represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite power, capacity and corporate authority to act as nominee and to perform its obligations under this Agreement;

(iii) it shall not carry on any business other than for the purposes set forth in this Agreement;

(iv) it holds and shall continue to hold legal title to the Property as nominee and bare trustee for and on behalf of each Co-Owner to the extent of each Co-Owner's Interest; and

(v) it shall only deal with the Property in the manner and as provided for in this Agreement.

(b) The Operator represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite capacity and corporate authority to act as Operator, and to perform its obligations under this Agreement; and

(iii) it shall comply with its obligations as provided for in this Agreement.

6. OPERATION AND MANAGEMENT OF THE PROPERTY

The Co-Owners hereby appoint the Operator and the Operator hereby accepts the appointment as the operator and manager of the Property and agrees to undertake such Planning Activities as the Operator may determine in its discretion, acting reasonably, are required to rezone the Property to such use or uses as the Operator shall determine, acting reasonably, and in the best interest of the Co-Owners. The Operator agrees to carry out such Planning Activities and to operate and manage the Property in good faith and in the best interest of the Co-Owners. The Operator agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and to proceed diligently to make all necessary applications to rezone the Property to such use or uses as the Operator shall determine, in its reasonable discretion, and to use its reasonable commercial efforts, at the cost and expense of the Co-Owners, with such costs to be defrayed out of the Concept Planning Fund initially, to obtain all necessary approvals and consents from applicable governmental authorities in connection therewith. Subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have such general powers and authority to administer, manage, control, operate, finance, refinance, develop, lease, grant easements and other rights in, under and over, the Property and to do any act, take any proceeding, make any decision and execute and deliver any instrument, deed, agreement, affidavit or document necessary for or incidental to any of the foregoing, for and on behalf and in the name of the Co-Owners, or as the Co-Owners may so direct by Special Resolution. No person dealing with the Operator

LV V93-LV V106-41432

will be required to enquire into the authority of the Operator to do any act, take any proceeding, make any decision or execute and deliver any instrument, deed, agreement or document for or on behalf or in the name of the Co-Owners.

Without limiting the generality of the foregoing provisions of this Section 6, but subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have the following specific powers and authorities without further authority or approval from the Co-Owners:

(a) to engage such professional advisers and consultants as the Operator considers advisable in order to perform its duties hereunder;

(b) to open and operate one or more bank accounts in its name, as agent for the Co-Owners in respect of the Property with a Canadian chartered bank or trust company, into which the Operator may deposit all rentals, if any, and other income earned from the Property (if any) (which for greater certainty shall not include the Concept Planning Fund), and out of which account(s) all expenses properly relating to the Property shall be paid, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of such funds to cover all such expenses;

(c) to execute, deliver and carry out all other agreements which require execution by or on behalf of the Co-Owners with respect to the Property, including without limitation, any agreements required by any governmental or statutory authority having jurisdiction over or with respect to the Property, development agreements, site plan agreements, cost sharing agreements, easements and rights of way;

(d) to enter into lease and/or tenancy arrangements in respect of the Property or any part thereof and to collect all rentals and other income therefrom, if any, provided that nothing herein shall constitute a guarantee by the Operator of the payment of any rent by tenants;

(e) to pay all taxes, fees and other expenses relating to the orderly maintenance and management of the Property out of the Concept Planning Fund, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of funds to cover all such expenses;

(f) to commence or to defend on behalf of the Co-Owners, the Nominee, or itself, any and all actions and other proceedings pertaining to the Property or to the Co-Owners;

(g) to determine the amount and type of insurance coverage, if any, to be maintained in order to protect the Property and the Co-Owners from all usual perils of the type covered in respect of comparable properties and in order to comply with the requirements of any lenders of funds;

(h) to retain, employ and pay and discharge on behalf of the Co-Owners all servants, employees, advisors, consultants and/or contractors necessary to be retained for the management and operation of the Property, including, without limitation, for matters relating to its rezoning and development;

(i) to contract on behalf of the Co-Owners for water, gas, electricity and other utility services and commodities, including cable and telephone services necessary for the development, operation and maintenance of the Property; and

(j) to distribute the Net Income from the ownership, operation, use, financing, refinancing, and/or sale of the Property (if any) to each Co-Owner, proportionate to its respective Interest. For the purposes of this Agreement, "**Net Income**" shall mean the gross receipts (which, for greater certainty, shall not include the Concept Planning Fund) derived in any way from dealing with the Property, received by or on behalf of the Co-Owners from the ownership, operation, use, leasing, financing, refinancing, sale of, and/or development and/or any other dealing with of the Property, minus the aggregate of all proper expenses and charges incurred in connection therewith, calculated on an accrual basis, including:

(i) payment of principal and interest owing to mortgagees or other encumbrancers, or other lenders;

(ii) realty taxes, property tax assessments, charges or levies made by any duly constituted governmental or statutory authority, due and owing and secured by a right or apparent right to claim a lien or charge upon the Interests, or any of them, or the Property, and money due and owing from improvements to the Property secured by a lien or charge in favour of materialmen or workmen or trade contractors or other like persons or corporations upon the Interests, or any of them, or the Property;

(iii) all costs and expenses of any sale, financing or refinancing;

(iv) all development costs and expenses;

(v) all costs and expenses of operating, maintaining, leasing, managing, using, and/or developing the Property, and the costs and expenses of repair;

(vi) lighting, electricity and public utilities costs and expenses;

(vii) professional fees reasonably attributed to the Property, its operation, use, financing, refinancing, sale and/or development;

(viii) all other costs, expenses or disbursements which are properly attributable to the Property, except payments to the Co-Owners on account of capital or distribution of Net Income; and

(ix) reserves in such amount as deemed appropriate by the Operator from time to time, including without limitation for the purposes of replacement of major equipment, major renovations and repairs, leasehold improvements, marketing costs and any other reserves normally required for the prudent operation, use, financing, refinancing, sale and/or development of a like property.

Each Co-Owner shall have a proportionate beneficial interest in all of the gross cash receipts derived from the Property and shall be responsible for its proportionate share of the expenses and charges incurred in connection with the Property, in each case proportionate to its respective Interest. Each Co-Owner hereby irrevocably directs the Operator to pay its proportionate share of such expenses and charges out of its proportionate share of such gross cash receipts, as well as out of the Concept Planning Fund.

Each Co-Owner hereby confirms and acknowledges that neither the Operator nor any of its officers, directors, employees, advisors, consultants, agents or representatives has made any warranty or representation, or given any advice:

LV V93-LV V106-41432

(k) as to or in respect of the tax treatment of the purchase, disposition or holding of the Interest by a Co-Owner; or

(l) as to the timing of the rezoning or sale or development of the Property or the returns attainable by the Co-Owners upon a sale or lease of or other dealing with the Property.

Each Co-Owners acknowledges that he has been advised to seek his own independent legal and tax counsel prior to entering into a Sale and Purchase Agreement and this Agreement.

7. AUTHORITY TO WITHHOLD

The Operator is authorized to withhold any amounts required to be withheld from any distribution or other payment to a Co-Owner pursuant to the provisions of the *Income Tax Act* and to make payment of any such amount on behalf of a Co-Owner to the CRA, on account of taxes as may be required by law.

8. POWERS EXERCISABLE BY ORDINARY RESOLUTION

Notwithstanding anything to the contrary contained in this Agreement, the following powers shall only be exercisable by the Operator after an Ordinary Resolution is passed by the Co-Owners:

(a) approving the sale or exchange of all or any part of the Property (other than the sale of Interests by the Operator pursuant to Sale and Purchase Agreements);

(b) approving a proposal or plan to develop the Property;

(c) subject to Section 17, consenting to the amendment of this Agreement, provided that, no amendment to this Agreement shall impose or increase any financial or other obligations upon any of the Nominee of the Operator, or in any way adversely affect the Nominee or the Operator, without the prior written approval of the Nominee or the Operator, as the case may be;

(d) approving or ratifying the making of an Additional Advance by the Operator, in accordance with Section 18; or

(e) requiring that the financial statements for the Property be audited.

Other than a matter which under the terms of this Agreement requires a Special Resolution, the Operator may at any time and from time to time by notice in writing to all Co-Owners substantially in the form annexed hereto as Schedule "2" (the "**Notice Requisitioning an Ordinary Resolution**") request the Co-Owners to consider and approve any matter relating to the Property not requiring a Special Resolution. The Notice Requisitioning an Ordinary Resolution shall specify with reasonable detail the matter to be approved by the Co-Owners.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution. If the Operator fails to deliver such Notice Requisitioning an Ordinary Resolution within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or a group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the

LV V93-LV V106-41432

Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution which the Operator failed to deliver within the time provided in this Section 8 for the Operator to do so.

9. POWERS EXERCISABLE BY SPECIAL RESOLUTION

The following powers shall only be exercisable by Special Resolution passed by the Co-Owners:

(a) terminating the appointment of the Operator and appointing a new Operator from time to time, in accordance with the provisions of Section 10;

(b) instituting or continuing an action or suit against the Operator for damages based upon the fraud or gross negligence of the Operator in the performance of its obligations under this Agreement;

(c) requiring the Operator to remove the incumbent independent firm of chartered accountants qualified in Canada appointed pursuant to Section 16 and requiring the Operator to appoint a replacement; or

(d) apppointing a replacement for the Nominee in the event that the Nominee should be wound up or dissolved or be declared a bankrupt, such replacement to hold legal title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Operator if it retains any Retained Interest.)

10. CONTROL AND AUTHORITY VESTS WITH CO-OWNERS

The Co-Owners may by Special Resolution terminate and remove the Operator (in its capacity as Operator and not as a Co-Owner)and appoint a new Operator in its place and stead. Such new Operator shall be bound by all of the terms of this Agreement and shall execute an agreement confirming that it is bound under this Agreement as if it was an original signatory thereto.

Upon termination, the Operator terminated shall forthwith upon request of the person designated in the Special Resolution as the replacement Operator (the "**Designated Person**") do the following:

(a) deliver all agreements, documents, instruments, books and records and writings relating to the Property in its possession to the Designated Person, including, without limitation, the Co-Owners Record;

(b) execute and deliver such consents, acknowledgements and assignments pertaining to the Property and any Planning Activities as the Designated Person may require;

(c) cause its representatives on the board of directors of the Nominee to execute resignations as directors and officers forthwith after being required to do so by the Designated Person, provided the Nominee shall continue to indemnify such directors and officers in accordance with its by-laws in existence at the date hereof;

(d) execute and deliver a release in form and content satisfactory to the Designated Person, acting reasonably, releasing the Nominee and the Co-Owners from any liability, provided that: (i) the release by the Operator shall not release the Co-Owners from their obligation to continue to indemnify the Operator pursuant to Section 21 hereof; and (ii) the

LV V93-LV V106-41432

Operator receives a release in form and content satisfactory to the Operator, acting reasonably, executed by the Nominee and by the Designated Person for and on behalf of itself and each of the Co-Owners, releasing the Operator from any liability, and the Co-Owners expressly acknowledge and agree that the Designated Person shall have the power and authority to deliver such release, without any further approval or authorization required from the Co-Owners;

(e) do all things necessary and execute all necessary documents to effect the change of shareholders of the Nominee as directed by the Designated Person; and

(f) otherwise co-operate and assist to carrying out and giving effect to each of the actions set out in Section 10(a), (b), (c), (d) and (e) above.

The Operator may at any time and from time to time by notice in writing, substantially in the form annexed hereto as Schedule "3" (the "**Notice Requisitioning a Special Resolution**") to all Co-Owners, request the Co-Owners to consider and approve any matter relating to the Property requiring a Special Resolution pursuant to the terms of this Agreement. The Notice Requisitioning a Special Resolution shall specify with reasonable detail the matter to be considered and approved by Special Resolution.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning a Special Resolution with respect to any matter relating to the Property, including any matter requiring a Special Resolution pursuant to this Agreement. If the Operator fails to deliver such Notice Requisitioning a Special Meeting within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the Notice Requisitioning a Special Resolution which the Operator failed to deliver within the time provided in this Section 10 for the Operator to do so.

11. CO-OWNERS RECORD AND TRANSFERS OF INTEREST

The Operator shall record and at all times maintain and keep up to date a record of the names, addresses and other contact information for the Co-Owners, and the Interest held by each of the Co-Owners as well as particulars of any Transfer of Interests (collectively, the "**Co-Owners Record**").

No Co-Owner shall sell, transfer, assign, mortgage, pledge, grant a security interest or otherwise encumber or dispose of its Interest in the Property (each, a "**Transfer**"), except in compliance with any applicable requirements of the *Securities Act* (Ontario) and any other applicable legislation and otherwise in accordance with the provisions of this Agreement, if and to the extent required.

A Co-Owner may Transfer an Interest or part thereof provided that such Co-Owner complies and satisfies each of the following conditions:

(a) the transferor first delivers to the Operator an original or notarial copy of the executed document or instrument effecting the Transfer which shall be in such form as may be acceptable to the Operator, acting reasonably;

(b) the transferee agrees in writing and in such form as may be acceptable to the Operator, to be bound by the terms of this Agreement and upon completion of the Transfer to

LV V93-LV V106-41432

assume the obligations of the transferor under this Agreement in respect of the Interest subject to the Transfer;

(c) the transferor delivers or causes to be delivered to the Operator a direction addressed to both the Nominee and the Operator, in form and substance satisfactory to the Operator and the Nominee, directing the Nominee to execute and deliver a Declaration of Trust for the Interest subject to the Transfer in favour of the transferee;

(d) the transferee pays such costs, expenses and disbursements, including legal fees, as are reasonably incurred by the Operator by reason of the Transfer;

(e) the transferee pays all applicable HST pursuant to the *Excise Tax Act*, and all applicable LTT pursuant to the *Land Transfer Tax Act*, and makes or causes to be made any and all necessary filings, payments and remittances within the time periods required therefor under the provisions of the *Excise Tax Act* and the *Land Transfer Tax Act* and the respective regulations thereunder;

(f) the transferor either provides the transferee with evidence reasonably satisfactory to the transferee that the transferring Co-Owner is not then a "non-resident" of Canada within the meaning of the *Income Tax Act* or provide the transferee with a certificate pursuant to subsection 116(2) of the *Income Tax Act* with a certificate limit in an amount not less than the purchase price for the Interest subject to the Transfer; provided that if such evidence or certificate is not forthcoming, the transferee shall be entitled to make the payment of tax required under section 116 of the *Income Tax Act* and to deduct such payment from the purchase price for the Interest subject to the Transfer;

(g) the transferee executes and delivers to the Operator a counterpart of the Agreement; and

(h) the transferor provides such other documents, agreements, acknowledgements and confirmations as may be required by the Operator or by law (including compliance by the transferring Co-Owner with the provisions of the *Securities Act* (Ontario) if and to the extent applicable).

When a transferee of an Interest is entitled to become a Co-Owner pursuant to the provisions hereof, the Operator will:

(i) record a Transfer of the Interest; and

(j) forward a Declaration of Trust to the transferee in respect of the Interest so transferred.

For the avoidance of doubt, a Transfer by Co-Owner may include a transfer into trust, in which case the terms "sale and purchase agreement", "Purchaser", "purchase", "purchased", and "sale", wherever such terms appear in this Agreement, shall be read so as to recognize that such Transfer is not a purchase and sale transaction between a Co-Owner and a purchaser but a transaction in the nature of a transfer into trust by the transferring Co-Owner to a trustee. Nothing in this Section 11 shall be construed to affect the provisions of Section 12 of this Agreement.

12. OPERATOR NOT BOUND TO SEE TO TRUST OR EQUITY

Other than pursuant to the terms of the Declaration of Trust, the Operator shall not be bound to see to the execution of any trust, express, implied or constructive, or any charge, pledge or equity to which any Interest is subject, or to ascertain or inquire whether any sale or transfer of any such Interest by any Co-Owner or by his personal representatives is authorized by such trust, charge, pledge or equity, or to recognize any person having any interest therein except for the person or persons recorded by the Operator as the Co-Owner.

LV V93-LV V106-41432

13. INCAPACITY, DEATH, INSOLVENCY OR BANKRUPTCY

Where a person becomes entitled to an Interest by incapacity, death, insolvency or bankruptcy of a Co-Owner or otherwise by operation of law, in addition to the requirements of Section 11 hereof, that person will not be recorded as or become a Co-Owner until:

(a) he produces evidence satisfactory to the Operator of such entitlement; and

(b) he has delivered such other evidence, approvals and consents in respect of such entitlement as the Operator may require and as may be required by applicable law or by this Agreement.

14. DECLARATIONS OF TRUST

A separate Declaration of Trust shall be executed and delivered by the Nominee to each Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of a Co-Owner to the extent of the Co-Owner's Interest. Provided that the Transfer of an Interest has been effected in accordance with the provisions of Section 11 of this Agreement, a separate Declaration of Trust shall be executed and delivered by the Nominee to each transferee Co-Owner of an Interest from a transferring Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of the transferee Co-Owner to the extent of such Co-Owner's Interest.

15. LOST DECLARATIONS OF TRUST

Where a Co-Owner by notice in writing advises the Operator that the Declaration of Trust with respect to such Co-Owner's Interest has been defaced, lost or destroyed or wrongly taken, the Operator may cause a new Declaration of Trust to be issued, provided that the Co-Owner files with the Operator an indemnity in such form as is satisfactory to the Operator to indemnify the Operator, the Nominee and the other Co-Owners from any loss, cost, liability or damages that it or they may incur or suffer by complying with the request to issue a new Declaration of Trust, and provided further that the Co-Owner satisfies all other reasonable requirements of the Operator, including delivery of a form of proof of loss.

16. BOOKS AND RECORDS AND FINANCIAL REPORTS

The Operator will keep or cause to be kept on behalf of the Co-Owners at the Operator's principal place of business in Ontario:

(a) full and accurate books of account and records of all financial transactions relating to the Property including, without limitations, the receipts and expenditures relating to the Property and the Concept Planning Fund;

(b) the Co-Owners Record setting out the name and address of each Co-Owner; and

(c) copies this Agreement and all counterparts.

At any time upon 10 Business Days written notice to the Operator a Co-Owner may request the Operator to examine any of the documents noted in clauses (a) and (b) above at the office of the Operator and may take copies thereof provided that such requesting Co-Owner pays the reasonable cost to the Operator for making such copies, provided further that any such requesting Co-Owner shall have first provided an affidavit and undertaking, in form and substance satisfactory to the Operator, acting reasonably, duly sworn before a notary public or other individual authorized to administer oaths in the jurisdiction of residence of the

LV V93-LV V106-41432

Purchaser, stating: (aa) the name and address of such requesting Co-Owner, and that the Co-Owner is a Co-Owner; (bb) that the Co-Owners Record shall not be used by the requesting Co-Owner or any other person except in connection with a *bona fide* effort to influence the voting by Co-Owners on an Ordinary Resolution or a Special Resolution; (ccc) that the information so provided is subject to applicable privacy rules and regulations; (ddd) that none of the information provided pursuant to clause (a) above shall be disclosed by or on behalf of the requesting Co-Owner to any person who is not a Co-Owner, that such information is proprietary to the Operator and the Co-Owners, and that its disclosure could cause irreparable harm to the other Co-Owners and the Operator; (eee) that the requesting Co-Owner will not, directly or indirectly, offer for sale or purchase, or otherwise traffic in, a list or copy of a list of the Co-Owners or any information contained in the Co-Owners Record; (fff) the requesting Co-Owner acknowledges and agrees that in the event of a breach of any of the covenants, provisions and restrictions in affidavit, the Co-Owners' and Operator's remedy in the form of monetary damages may be inadequate and that the Operator, for itself and on behalf of the other Co-Owners, shall be authorized and entitled, in addition to all other rights and remedies available to it and them, to apply for and obtain from any court of competent jurisdiction interim and permanent injunctive relief and an accounting of all profits and benefits arising out of such breach; and (ggg) that the requesting Co-Owner shall indemnify and hold harmless the Operator and the Nominee and the other Co-Owners from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee or the other Co-Owners by reason of any breach by such requesting Co-Owner of any of the covenants, provisions and restrictions contained in the affidavit.

The Operator shall provide or cause to be provided to each Co-Owner not later than 120 days after the end of each calendar year, financial statements showing the financial results for the Property for such calendar year. The Operator shall retain, at the expense of the Co-Owners, an independent firm of chartered accountants qualified in Canada to prepare such financial statements. Such financial statements shall contain a balance sheet, and a statement of cash flows and shall be prepared in accordance with Canadian accounting standards for private enterprises ("**ASPE**") applicable to the real estate industry in Canada and applied on a consistent basis from year to year. The financial statements shall not be required to be audited unless the Co-Owners by Ordinary Resolution require audited financial statements. For greater certainty, the funds in the Concept Planning Fund are hereby recognized as being the funds of the Operator, not of the Co-Owners.

17. AMENDMENT OF AGREEMENT

This Agreement may be amended in writing on the initiative of the Operator with the consent of the Co-Owners given by Ordinary Resolution. Notwithstanding the foregoing, the Operator may, without any prior notice to or consent from the Co-Owners amend any provision of this Agreement from time to time:

(a) to cure an ambiguity or to correct or supplement any provision contained herein which, in the reasonable opinion of the Operator, may be defective or inconsistent with any other provision contained herein, and with respect to which the cure, correction or supplemental provision does not and will not adversely affect the Interests of the Co-Owners; or

(b) to make such other provisions in regard to matters or issues relating to or arising under this Agreement which, in the reasonable opinion of the Operator, do not and will not adversely affect the Interests of the Co-Owners.

LV V93-LV V106-41432

The Operator agrees to inform the Co-Owners by written notice within 60 days following the effective date of an amendment to this Agreement and provide copies of the amending agreement within the said 60 days.

18. PLANNING ACTIVITIES AND CONCEPT PLANNING FUND

As agent for the Vendor, the Operator shall deposit an amount equivalent to the Concept Planning Fund Contribution (as such term is defined in each Sale and Purchase Agreement) received by the Vendor under every completed Sale and Purchase Agreement into a single, segregated account (the "**Concept Planning Fund**") to be in the name of the Operator and to be used by the Operator solely for the purpose of paying the costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities, and those costs and expenses enumerated in Section 6(j) of this Agreement.

The Concept Planning Fund is intended to be a deposit account. Each Co-Owner's respective proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Co-Owner following completion of the sale of the Property. Each Co-Owner's share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of this Agreement) will be paid by the Co-Owner and deducted from his proportionate share of any sale proceeds receivable by him, if and when the Property is sold or otherwise disposed of. Each Co-Owner hereby irrevocably authorizes and directs the Operator to withhold from his proportionate share of any amounts otherwise receivable by it under this Agreement the amount of any such shortfall, and to pay such amount to the Operator.

The Operator shall keep proper and accurate records and details of all expenses paid out of the Concept Planning Fund, and at the request of the Vendor, provide access to the Vendor's representatives to such records and details of expenses to permit the Vendor to satisfy itself that such expenses were paid in accordance with the provisions of this Agreement.

The Operator shall prepare, perform and take or cause to be prepared, performed and taken all Planning Activities as it determines in its reasonable discretion are necessary for and on behalf of the Co-Owners including, without limitation, the following:

(a) surveys and concept plans in connection with the rezoning of the Property;

(b) in the reasonble discretion of the Operator, engage all consultants and professionals including, without limitation, legal counsel with respect to rezoning of the Property or any other Planning Activities;

(c) enter into or request the Nominee to enter into and deliver any documents, consent, acknowledgements or agreements including, without limitation, easements, rights in the nature of an easement, transfers, undertakings, applications, appeals and/or any other similar or related agreements or documents which may be required in the reasonable discretion of the Operator in connection with the Planning Activities;

(d) pay for all costs and expenses associated with Planning Activities, municipal property taxes and the cost of maintaining the Property, out of the Concept Planning Fund, and if insufficient, out of additional funds provided by the Co-Owners; and

(e) keep detailed records and accounts for or pertaining to the Planning Activities.

LV V93-LV V106-41432

If the amount set aside in the Concept Planning Fund is not sufficient to defray all costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities and those costs and expenses enumerated in Section 6(j) of this Agreement, the Operator, in the exercise of its absolute discretion, and without the approval of the Co-Owners, may advance to the Co-Owners an amount or amounts on account of such shortfall to a maximum of 5% of the aggregate purchase prices paid by all Co-Owners for their respective Interests(collectively, the "**Initial Advance**"). The Initial Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance made to the Co-Owners out of the proceeds of the sale of the Property.

If the cost of Planning Activities exceeds the combination of the Concept Planning Fund and the Initial Advance, the Operator, as it deems necessary in the exercise of its absolute discretion but subject to the approval of the Co-Owners by way of an Ordinary Resolution, may advance to the Co-Owners additional amounts as may be required for such purposes (collectively, the "**Additional Advance**"). The Additional Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, after repayment of the Initial Advance, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance and the Additional Advance made to the Co-Owners out of the proceeds of the sale of the Property.

19. SALE OF THE PROPERTY

Any offer to purchase the Property received by the Operator or the Nominee, which the Operator deems acceptable (the "**Offer**") shall be presented to all of the Co-Owners for consideration and if approved by an Ordinary Resolution such Offer shall be accepted by the Nominee and such acceptance shall be binding upon all of the Co-Owners. Any sale of the Property by the Nominee resulting from an Offer the acceptance of which was approved by an Ordinary Resolution of the Co-Owners shall be deemed to include the sale by the Co-Owners of the Interests.

The Co-Owners hereby agree that Operator shall have the right, exercisable by notice in writing to the Co-Owners within 30 days after the Co-Owners have passed an Ordinary Resolution to accept the Offer, to purchase the Property at the same price and on the same terms and conditions as are contained in the Offer approved by Ordinary Resolution of the Co-Owners.

If the Operator fails to provide the notice exercising its right to purchase the Property on the same terms and conditions as are contained in the Offer within the said 30 days, then the Nominee shall accept the Offer and complete the transaction with the party that made the Offer the acceptance of which was approved by Ordinary Resolution of the Co-Owners.

20. HST AND LTT

Each of the Co-Owners hereby authorizes the Operator to make any and all filings, payments and/or remittances for HST with respect to the purchase by each Co-Owner of his respective Interest and any other payments of HST applicable to the services provided to the Nominee or in respect of the Property or the Interest of a Co-Owner.

Each Co-Owners hereby authorizes the Operator to carry out any HST reporting or filing obligations that are required in respect of the Interests or the Property. Such authority shall

LV V93-LV V106-41432

include the execution of any documents that have to be or which may be advisable to be executed under the *Excise Tax Act*. The Operator shall to the extent required under the *Excise Tax Act* make and satisfy all filing and reporting obligations of a Co-Owner with respect to the Interest of the Co-Owner and shall provide each Co-Owner with copies of such filings and reports.

Each of the Co-Owners hereby authorizes the Operator to make any and all filings payments and/or remittances, from funds provided by the Co-Owner, relating to LTT arising from the purchase by each Co-Owner from the Vendor of his respective Interest in the Property. For greater certainty, each of the Co-Owners hereby authorizes the Operator on behalf of the Co-Owner and with the Co-Owner's funds to make any and all payments, remittances and filings under the provisions of the *Land Transfer Tax Act* relating to LTT and within the time period required therefor under the *Land Transfer Tax Act*, arising from the acquisition and/or ownership of the Interest. The Operator shall provide each Co-Owner with copies of such filings and evidence of the payments and remittances upon the written request of a Co-Owner.

21. POWER OF ATTORNEY

Each Co-Owner hereby nominates, constitutes and appoints each of the Operator and the Nominee, acting alone or together, with full power of substitution, as his true and lawful attorney and agent with full power and authority in his name, place and stead, for his use and benefit, to do the following, as fully and effectually as the Co-Owner could do if personally performed including, without limitation:

(a) execute and deliver all such documents or instruments on behalf of and in the name of the Co-Owners, or any of them, as may be deemed necessary by the Operator to carry out fully the provisions of this Agreement in accordance with its terms;

(b) execute, swear to, acknowledge, deliver, file and/or remit to or with the Ministry of Finance (Ontario) pursuant to the *Land Transfer Tax Act*, as amended, all necessary returns and payment or remittances in connection with the acquisition by the Co-Owners of their respective Interests in the Property;

(c) execute, acknowledge, deliver and file and/or remit to or with the CRA, all necessary instruments, declarations, certificates and other documents, and remittances relating to HST;

(d) execute, acknowledge, deliver and file as and where required any election made pursuant to subsection 273(1) of the *Excise Tax Act* as contemplated in each Purchase Agreement;

(e) execute and deliver all conveyances, agreements, documents and other instruments pertaining to the sale, development, redevelopment, financing, refinancing or leasing of the Property as the Operator determines in its sole discretion is in the best interests of the Co-Owners, and as permitted by this Agreement or authorized by Ordinary Resolution or Special Resolution of the Co-Owners; and

(f) execute, acknowledge, deliver and file any and all CRA non-resident personal income tax returns.

Each Co-Owner acknowledges and confirms that the power of attorney granted herein is made pursuant to the *Powers of Attorney Act* (Ontario) and is a power coupled with an interest, will survive the death, disability or other legal incapacity of the Co-Owner and will survive the assignment (to the extent of the Co-Owner's obligations hereunder) by the Co-Owner of the whole or any part of his Interest and extends to the heirs, executors, administrators, successors

LV V93-LV V106-41432

and assigns of the Co-Owner and may be exercised by the Operator or the Nominee, acting alone or together, executing on behalf of the Co-Owners, or any of them, any instrument, by listing all of the Co-Owners to be bound by such instrument with a single signature as attorney and agent for all of them, or otherwise. Each of the Co-Owners agrees to be bound by any representations and actions made or taken in good faith and in accordance with the terms of this Agreement by the Nominee and/or the Operator pursuant to such power of attorney in accordance with the terms hereof and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the Nominee or the Operator taken in good faith under such power of attorney. The Operator shall, at the written request of a Co-Owner, provide such Co-Owner with copies of any of the documents or instruments executed, sworn, delivered, acknowledged or remitted by the Operator for and on behalf of that Co-Owner only under the power of attorney provided for in this Section 21.

22. INDEMNIFICATION

Each of the Co-Owners hereby agrees, severally and not jointly or jointly and severally, to indemnify and hold harmless the Operator and the Nominee from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee, or by any one or more attorneys appointed by it or them under the power to substitute pursuant to the power of attorney provision contained in Section 21 above, by reason of acts, omissions or alleged acts or omissions arising out of the activities of the Operator or the Nominee on behalf of the Co-Owners or in furtherance of the Interests of the Co-Owners but only if the acts, omissions or the alleged acts or omissions in respect of which any actual or threatened action, proceeding or claim are based, were performed in good faith and in accordance with the Agreement.

23. VENDOR'S RIGHT TO RETAIN AN INTEREST

The Co-Owners acknowledge and agree that the Vendor has the right, but not the obligation, to retain an undivided beneficial Interest in the Property (a "**Retained Interest**"), to whatever extent it wishes, and the Vendor to the extent of any such Retained Interest shall for the purposes of this Agreement be a Co-Owner and be deemed to be bound by this Agreement. The Vendor may at any time and from time to time Transfer and assign all or any part of such Retained Interest to any person or persons it deems appropriate and upon such Transfer or assignment, the assignee or transferee thereof shall execute a counterpart of this Agreement and shall be a Co-Owner to the extent of the Retained Interest so transferred or assigned.

24. COMPETING INTERESTS

Each of the Co-Owners and the Operator is entitled, without the consent of any of the others of them, to own property and to carry on any business or activity whatsoever, whether of the same or different nature as that owned by or carried on by any of them, and whether or not in competition with the Interests, the Property or any activity carried on by any of them, and neither any Co-Owner nor the Operator shall be liable to account to any of the other of them.

25. NOTICES

Any notice or communication required or permitted to be given to the Nominee, the Vendor, the Operator or the Co-Owners hereunder shall be in writing and shall be given by delivery or by mailing to same to be addressed as follows:

(a) To the Nominee, the Vendor or the Operator, at its respective mailing address provided in Section 4 above.

LV V93-LV V106-41432

(b) To each Co-Owner at his last address shown on the Co-Owners Record maintained by the Operator.

Any notice or communication delivered as aforesaid shall be in the English language but may be accompanied by an unofficial translation and shall be deemed to have been given to the addressee on the day of delivery, if delivered by courier or, if mailed as aforesaid, shall be deemed to have been given to the addressee on the 10th Business Day following the mailing of such notice, provided that, for such purposes, no day during which there shall be a strike or other occurrence which shall interfere with normal mail services shall be considered a Business Day. If delivery of any notice or communication is made via fax, delivery shall be deemed to have been made on the day following the sending of the fax unless such day is not a Business Day, in which case delivery shall be deemed to have been made on the next Business Day.

26. FURTHER ACTS

The parties hereto agree to execute and deliver such further and other documents and to perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

27. BINDING EFFECT

Subject to the restrictions on Transfers herein contained, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and permitted assigns.

28. SEVERABILITY

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts, by original or facsimile signature, with the same affect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same agreement.

30. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, in the Country of Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

31. DISPUTE RESOLUTION

Any disputes, claims, disagreements, differences, (including, without limitation, interpretation, performance and enforcement) (collectively the "**Dispute**") that may arise between the Co-Owners or any of them and/or the Operator and/or the Nominee relating in any manner to this Agreement, the Property, or the Interests or any of them, shall attempted to be resolved by mediation and if such mediation is not successful, then by arbitration.

LV V93-LV V106-41432

Upon written demand of the Nominee, the Operator or the Co-Owners or any them and within 10 days after such demand, the parties shall attempt to appoint a mediator. If within such period of time they are unable to agree on a mediator, the Dispute shall be resolved by arbitration. If the parties to the Dispute are unable to agree upon a single arbitrator within 10 days after a demand has been made by any party to the Dispute to appoint a single arbitrator then, any party to the Dispute may apply, to a Justice of the Superior Court of Justice sitting in the City of Toronto, in the Province of Ontario, Canada for the appointment of an arbitrator.

The arbitration shall proceed in accordance with the provisions of the *Arbitration Act*, 1991 (Ontario) and any amendments or successor legislation thereto, which provisions shall apply *mutatis mutandis*. The arbitrator shall have the power to determine the procedure for the arbitration and to deliver his or her award notwithstanding the default by any party in respect of any procedural order made by the arbitrator.

The arbitrator shall proceed immediately to hear and determine the Dispute. The award of the arbitrator shall be made within 30 days after the appointment of the arbitrator, subject to any reasonable delay due to unforeseen circumstances. The award of the arbitrator shall be in writing and signed by the arbitrator, and shall be final and binding on the parties to the Dispute, not subject to any appeal, and the parties to the Dispute shall abide by the award and perform the terms and conditions thereof. The arbitration award shall deal with the costs of arbitration and all matters related thereto including the arbitrator's fees and expenses. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Unless otherwise mutually agreed, any mediation or arbitration of a Dispute shall take place in the Municipality of Metropolitan Toronto, in the Province of Ontario, in the Country of Canada.

32. NO INTENTION TO CREATE A PARTNERSHIP

The Co-Owners acknowledge, agree and declare that the entering into of this Agreement does not, and is not intended to, create a partnership, for any purpose. The Co-Owners further agree that nothing herein is to be construed as a limitation of the powers or rights of any Co-Owner to carry on its separate respective activities. Except for the Operator as contemplated in this Agreement, none of the Co-Owners shall have the right to bind any of the other Co-Owners, transact any business in any of the other Co-Owners names or on their behalf or incur any liability for or on behalf of any of the other Co-Owners. The Co-Owners agree that they shall each report their income or loss arising from the ownership of their Interests, for both accounting and income tax purposes, and to the applicable taxing authorities, as co-venture parties independent of one another, and not as partners in a partnership.

33. NO RIGHT TO PARTITION, ETC.

Each of the Co-Owners, by becoming a party to this Agreement, agrees and will be deemed to have agreed that he will not seek any remedy or right for the termination of this Agreement which would otherwise be available at law or in equity or for the termination of the co-ownership of the Property or which would otherwise be available pursuant to the *Partition Act*, R.S.O. 1980, c. 369,) and any amendments or successor legislation thereto, and each such Co-Owner shall be forever estopped from asserting otherwise and from seeking such remedy or right. In the event of any breach of the provisions of this Section 33 by a Co-Owner, the other Co-Owners and the Operator shall, in addition to all rights and remedies at law or in equity to which it is or they are otherwise entitled, be entitled to a decree or order

LV V93-LV V106-41432

perpetually restraining and enjoining such partition, application, action or other proceeding, and the first-mentioned Co-Owner shall not plead in defence thereto that there would be an adequate remedy at law, it being acknowledged by all the parties hereto that the injury and damages flowing from any such breach would be impossible to measure monetarily.

34. TIME

Time shall be of the essence of this Agreement.

35. REFERENCE DATE

This Agreement is dated for reference as of the 30TH day of January 2015.

IN WITNESS WHEREOF this Agreement is executed with effect as of the day and year first above written.

EXECUTED this 18TH day of MARCH 2015 with effect as of the day and year first above written.

CO-OWNER

WITNESS

✓ SIGNATURE OF WITNESS

Signature of Witness

Print: CHIAKI HAYASHI

SIGNATURE OF CO-OWNER ★

Signature of Co-Owner

Print: TORU FUKIAGE

LV V93-LV V106-41432

✓

EXECUTED this 8TH day of MAY, 2015 with effect as of the day and year first above written.

LONDON VALLEY V INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

EXECUTED this 8TH day of MAY, 2015 with effect as of the day and year first above written.

TSI-LV V INTERNATIONAL CANADA INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

LV V CAPITAL MANAGEMENT INC.

EXECUTED this 8TH day of MAY, 2015 with effect as of the day and year first above written.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

SCHEDULE "1"

Legal Description of Property

Lands and premises located in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lots 58 & 59 ETR Westminster Designated Parts 8 & 9, 33R2972; and PT LT 59, ETR Westminster as in 559255; Save & Except Part 1, Plan ER864297; City of London

LV V93-LV V106-41432

SCHEDULE "2"

NOTICE OF REQUISITION OF ORDINARY RESOLUTION

By Co-Owners

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____, 201_ .

Witness	**Co-Owner**
_____	_____
Signature	Signature
Print: _____	Print: TORU FUKIAGE
Address: _____	Address: _____
_____	_____

Unit Identification No. LV V93-LV V106

By Operator

NOTICE IS HEREBY GIVEN that the undersigned requests the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned signed to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____ , 201__.

LV V CAPITAL MANAGEMENT INC.

Per: _____

Name:
Title:
I have authority to bind the Corporation.

Appendix 1

FORM OF ORDINARY RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____, 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: TORU FUKIAGE
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV V93-LV V106

Identification No. _____

SCHEDULE "3"

NOTICE OF REQUISITION OF SPECIAL RESOLUTION

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners to approve the Special Resolution attached hereto as Appendix I **by no later than** the _____ day of _____ , 201__ (the "**Return Date**"). If the form of Special Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Special Resolution.

Dated the _____ day of _____ , 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: TORU FUKIAGE
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV V93-LV V106

Identification No. _____

Appendix I

FORM OF SPECIAL RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____, 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: TORU FUKIAGE
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV V93-LV V106

Identification No. _____

DECLARATION OF TRUST

Cert. No. LV V JP cacbf64b8a464fa1974da1eb0aa92851

ID. 41432 UDI. LV V93-LV V106

Interest: 14/797TH

This is to certify that TORU FUKIAGE is the owner of an undivided beneficial 14/797TH interest (the "Interest") representing a value of One Hundred Forty Thousand dollars of lawful money of Canada (C$140,000.00) in the real property located in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lots 58 & 59 ETR Westminster Designated Parts 8 & 9, 33R2972; and PT LT 59, ETR Westminster as in 559255; Save & Except Part 1, Plan ER864297; City of London (the "Property") and that LONDON VALLEY V INC., as the registered holder of title to the Property, declares and acknowledges that it is holding title to the Property in trust for and on behalf of TORU FUKIAGE, to the extent of the Interest.

Reference is made to the co-owners agreement (the "Agreement") dated for reference as of the 30TH day of January 2015 among the owner of the Interest named in the within Declaration of Trust, TSI-LV V INTERNATIONAL CANADA INC., LONDON VALLEY V INC., LV V CAPITAL MANAGEMENT INC. and all other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of the Agreement. The Agreement provides for certain rights and obligations of the owners of undivided beneficial interest in the Property.

This Declaration of Trust and the Interest represented hereby are not transferable by delivery but only by the registered holder hereof, or by his agent duly authorized in writing, upon compliance with the provisions of the Agreement, including delivery to TSI-LV V INTERNATIONAL CANADA INC. at its principal office in Mississauga, Ontario, of this Declaration of Trust together with a duly executed transfer of beneficial interest in the form required by TSI-LV V INTERNATIONAL CANADA INC.

IN WITNESS WHEREOF LONDON VALLEY V INC. and TSI-LV V INTERNATIONAL CANADA INC. have caused this Declaration of Trust to be signed by its duly authorized officers this 8TH day of MAY 2015.

LONDON VALLEY V INC.

Per: _____

Name:

Title:

I/We have authority to bind the Corporation

TSI-LV V INTERNATIONAL CANADA INC.

Per: _____

Name:

Title:

I/We have authority to bind the Corporation

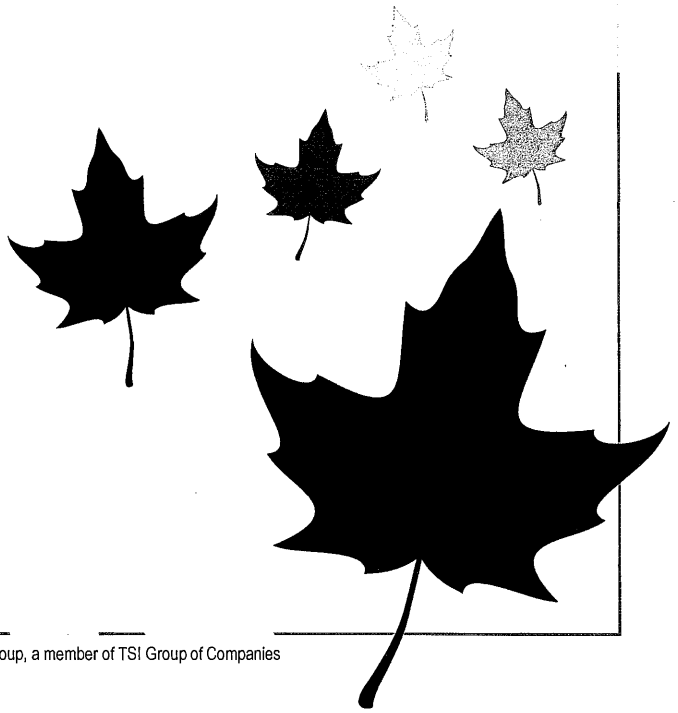
2131

JP 4429th
4/27/2015

INTERNATIONAL

LONDON VALLEY V INC.

MIZUE FUKIAGE



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UNIT IDENTIFICATION NO. LV V73-LV V92

AGREEMENT OF SALE AND PURCHASE dated the 18TH day of MARCH, 2015.

BETWEEN

MIZUE FUKIAGE,

Identification: DRIVER'S LICENSE (528500942092)

Address: 501 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Phone Number: 81-776-28-6655

(hereinafter referred to as the "**Purchaser**")

-and-

TSI-LV V INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario,

(hereinafter referred to as the "**Vendor**");

-and-

LONDON VALLEY V INC.,
a corporation incorporated under the laws of the Province of Ontario

(hereinafter referred to as the "**Nominee**")

WHEREAS:

A. The Vendor is the beneficial owner of an undivided interest in a parcel of land described in Schedule "B" annexed to this Agreement (the "**Property**") and title to which Property is registered in the name of the Nominee.

B. The Vendor is engaged in the business of land banking, the prime focus of which is to locate and purchase raw land and to endeavour to rezone the land through the applicable land development process to an approved use determined by the Vendor to be suitable and appropriate in all of the circumstances, and to thereby enhance the value of the land.

C. The Purchaser acknowledges that rezoning of the Property is uncertain and may take many years to achieve, often six years or longer, and that there can be no assurance that rezoning will be obtained, or if obtained, to permit for such use or uses as were requested and/or otherwise on terms and conditions that are satisfactory.

D. The Vendor may from time to time sell undivided beneficial interests in the Property to various purchasers.

E. The Purchaser acknowledges that real estate investments are generally subject to various risks, including a lack of liquidity, the highly competitive nature of the real estate industry, changes in general economic conditions (such as the availability and cost of mortgage funds), conditions of supply and demand for any particular type of real estate in the particular area, government regulations and changes thereto (including uncertainties and delays in zoning, subdivision and development regulatory approval processes, taxation of

property and environmental legislation), changes in governments and the political environment in the jurisdiction where the real estate is located, and sensitivity to interest rates, among other factors.

F. The Purchaser acknowledges having had the opportunity to review this Agreement and its schedules with its advisors and to conduct such due diligence investigations as the Purchaser deemed appropriate with respect to all matters pertaining to the Property and to the Vendor.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. SALE OF UNDIVIDED BENEFICIAL INTEREST IN LAND

1.1 The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser a 20/797TH undivided beneficial interest in the Property (the "**Purchaser's Land Interest**").

1.2 The Purchaser's Land Interest will be identified by the following designated identification number: LV V73-LV V92

2. . PURCHASE PRICE

2.1 The Purchaser shall pay the aggregate sum of Ten Thousand Dollars of lawful money of Canada (C$10,000.00) for each 1/797TH undivided beneficial interest in the Property upon execution of this Sale and Purchase Agreement, of which Nine Thousand Three Hundred Dollars Only (C$9,300.00) of lawful money of Canada will be paid on account of the purchase price for such interest, and Seven Hundred Dollars Only (C$700.00) of lawful money of Canada will be paid into a segregated account known as the "Concept Planning Fund" (the "**Concept Planning Fund**") to be used to defray costs, expenses and fees to be incurred in connection with the Property, as more particularly hereinafter described and as described in the Co-Owners Agreement (as such term is hereinafter defined).

2.2 The Purchaser hereby agrees to purchase the Purchaser's Land Interest for a total purchase price of ONE HUNDRED EIGHTY SIX THOUSAND DOLLARS ONLY of lawful money of Canada (C$186,000.00) (the "**Purchase Price**"), and to pay the amount of FOURTEEN THOUSAND DOLLARS ONLY of lawful money of Canada (C$14,000.00) into the Concept Planning Fund (the "**Concept Planning Fund Contribution**"). All references in this Agreement to payments of money being made shall mean lawful money of Canada.

2.3 The Purchase Price excludes applicable harmonized sales tax (the "**HST**") pursuant to the *Excise Tax Act*, R.S.C. 1985, c E-15, as amended (the "**ETA**") and the Purchaser agrees to pay the HST in addition to the Purchase Price and the Concept Planning Fund Contribution, unless the Purchaser has obtained and inserted (or instructed to be inserted) its HST registration number set forth below on the signing page of this Agreement, below its signature, prior to acceptance of this Agreement by the Vendor, in which case the Purchaser hereby represents and warrants that it is a registrant for HST purposes under the provisions of the ETA, under such registration number.

2.4 Included in the Purchase Price and the Concept Planning Fund Contribution, the Purchaser shall be responsible for the payment of land transfer tax ("**LTT**") under

the *Land Transfer Act*, R.S.O., c L.6. as amended (the "**LTTA**"), in the amount of ONE THOUSAND SEVEN HUNDRED SEVEN DOLLARS AND NINETY TWO CENTS of lawful money of Canada (C$1,707.92).

2.5 The Purchaser covenants to pay, make and submit all necessary payments, filings and remittances within the time periods required therefor under the provisions of the ETA, if applicable, and the LTTA, and the regulations thereunder. The Purchaser hereby authorizes the Vendor on behalf of the Purchaser and with the Purchaser's funds, to make any and all payments, filings and remittances within the time periods required therefore under the provisions of the ETA relating to HST, if applicable, and under the provisions of the LTTA relating to LTT required to be made by the Purchaser arising from its acquisition of the Purchaser's Land Interest. While the Vendor agrees to assist the Purchaser in submitting such payments, remittances and filings, for greater certainty, nothing herein contained shall oblige the Vendor to make any payments or remittances from its own resources or funds and all such payments and remittances and filings shall be the Purchaser's obligation.

2.6 Funds in the Concept Planning Fund shall be applied towards defraying future costs of every nature and kind related to the Property, including property management costs, costs, fees, and services incurred in connection with planning activities, development submissions, subdivision applications, operational costs and all other activities and matters concerning or related to the Property, as determined by the Operator (as such term is defined in the Co-Owners Agreement) which would be incurred by or on behalf of the Purchaser as a Co-Owner. The Concept Planning Fund is intended to be a deposit account. The Purchaser's proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Purchaser following completion of the sale of the Property. The Purchaser's proportionate share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of the Co-Owners Agreement) will be paid by the Purchaser (in its capacity as a Co-Owner) and deducted from its proportionate share of any sale proceeds receivable by it, if and when the Property is sold or otherwise disposed of.

3. PAYMENT OF THE PURCHASE PRICE

3.1 The Purchaser hereby agrees that the Purchase Price, the Concept Planning Fund Contribution, and all other amounts due and payable hereunder, shall be paid to the Vendor on the Closing Date (as hereinafter defined). Following the Closing Date, the Vendor shall deliver the Concept Planning Fund Contribution to the Operator for deposit into the Concept Planning Fund.

3.2 All payments of the Purchase Price, the Concept Planning Fund Contribution, and such other amounts shall be made through the appointed agent (the "**Vendor's Agent**"), the Vendor's authorised agent and representative in the jurisdiction of residence of the Purchaser, and the Vendor hereby directs the Purchaser to make all such payments to the Vendor's Agent, who is authorised by the Vendor to acknowledge receipt of the Purchase Price and other amounts paid hereunder.

4. CLOSING DATE, DELIVERIES, COSTS, NON-MERGER

4.1 The date on which this Agreement is signed by the Purchaser and is accepted and signed by the Vendor and the Nominee shall be the "**Closing Date**". On the Closing Date, in addition to delivering the Purchase Price and this Agreement, the Purchaser agrees to deliver to the Vendor's Agent a copy of the Co-Owners Agreement signed by the Purchaser.

LV V73-LV V92-41429

4.2 Within ninety (90) days after the Closing Date, the Vendor agrees to deliver to the Purchaser the following documents (the "**Closing Documents**"):

(a) this Agreement, duly executed by the Vendor and the Nominee;

(b) a Declaration of Trust (as hereinafter defined), duly executed by the Nominee; and

(c) the Co-Owners Agreement (as hereinafter defined), duly executed by the Nominee and Operator (as therein defined).

4.3 The Vendor shall pay for the cost of drafting and/or settling the Closing Documents. The Vendor shall not be obligated to pay any other costs associated with the purchase of the Purchaser's Land Interest.

4.4 This Agreement shall be irrevocable by the Purchaser for a period of 120 days following its execution and delivery to the Vendor or the Vendor's Agent. This Agreement shall only become binding upon the Vendor and the Nominee following the Vendor and the Nominee having each accepted this Agreement as signified by its respective execution of this Agreement where indicated below.

4.5 All representations, warranties and covenants of the Purchaser as set out in this Agreement shall not merge upon closing but shall survive closing and the Closing Date.

5. VENDOR REPRESENTATIONS AND WARRANTIES

5.1 The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in completing the sale and purchase transaction contemplated in this Agreement:

(a) the Vendor is the beneficial owner of the Purchaser's Land Interest with good and marketable title thereto, subject to Section 6.1;

(b) registered title to the Property and beneficial title to the Purchaser's Land Interest shall be good and marketable and clear and free from all mortgages, charges and financial liens on the Closing Date;

(c) the Vendor has the right, power and authority to sell the Purchaser's Land Interest as contemplated in this Agreement;

(d) the Vendor is a corporation properly constituted and in good standing under the laws of the Province of Ontario and the laws of Canada applicable therein; and

(e) the Vendor is not now and on the Closing Date will not be a non-resident of Canada within the meaning of the *Income Tax Act* (Canada), R.S.C. 1985, c.1 (5th Supp.), as amended from time to time.

6. EASEMENTS, LIENS, REGISTERED AGREEMENTS

6.1 Other than any mortgage, charge or financial lien which the Vendor is required to discharge pursuant to this Agreement, registered title to the Property, and beneficial title to the Purchaser's Land Interest, shall be subject to all other liens and encumbrances registered

on title to the Property on the Closing Date or which may be registered against the title to the Property after the Closing Date, including those registered in connection with the rezoning or development process relating to the Property, and including, without limitation, agreements with the applicable municipality or region, agreements with public regulated utilities, easements for the supply of domestic utility or telephone services to the Property or properties which are adjacent to the Property, easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the Property or its proposed development, other registered restrictions or covenants that run with the lands, and the restrictions and reservations in the Crown patent.

7. PURCHASER(S)' REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 The Purchaser represents and warrants to and covenants in favour of the Vendor as follows:

(a) there are no liens, mortgages, judgements, executions or other encumbrances, related to or attaching to the Purchaser's Land Interest or any part thereof;

(b) the Purchaser shall keep the Purchaser's Land Interest and every part thereof free and clear of all liens, mortgages, other encumbrances, judgements or executions. The Purchaser warrants and represents that all such liens, mortgages, judgements, executions other encumbrances, if any, shall be discharged and removed forthwith at the Purchaser's sole cost and expense and the Purchaser shall hold harmless the Vendor and all other beneficial owners of undivided interests in the Property from time to time against any and all claims, liabilities, actions, cause of actions, charges, demands and costs, including solicitors fees in connection therewith; and

(c) the Purchaser will not register or cause to be registered this Agreement, the Co-Owners Agreement, notice of this Agreement, notice of the Co-Owners Agreement, notice of the Purchaser's Land Interest, or any caution against title to the Property and the Purchaser shall forthwith remove and discharge any such registration at its costs and expense, failing which the Vendor may do so at the cost and expense of the Purchaser.

7.2 The foregoing warranties, representations and covenants of the Purchaser shall not merge on closing but shall survive closing and the Closing Date.

8. PURCHASER(S)' PARTICULARS, NATURE OF VESTING OF BENEFICIAL TITLE

8.1 The Purchaser agrees and confirms that the personal information provided in Schedule "A" annexed hereto is true, accurate and complete and agrees to inform the Vendor in writing forthwith of any change in any of the information therein provided.

8.2 If there is more than one person that comprises the Purchaser, then the Purchaser's Land Interest will be held as joint tenants with right of survivorship unless the box below is initialled by the Purchaser in which case the Purchaser's Land Interest will be deemed to be held as tenants-in-common, in the percentages noted therein.

LV V73-LV V92-41429

[ ] Purchaser elects to hold Purchaser's Land Interest as tenants- in -common and not as joint tenants, as follows: _____ as to ___%, _____ as to ____%.

9. PRESENT STATE AND CONDITION OF PROPERTY

9.1 The Purchaser hereby agrees that the purchase of the Purchaser's Land Interest is on an "as is, where is basis" with no representations or warranties whatsoever made by the Vendor, other than as expressly set out in this Agreement.

10. TITLE INSURANCE

10.1 The Nominee as registered owner of the Property obtained title insurance upon acquiring the Property (the "**Title Insurance Policy**") in such form and in such amount and with such stipulations, limitations and qualifications respecting coverage as it deemed appropriate.

11. NOMINEE AS BARE TRUSTEE; DECLARATION OF TRUST

11.1 The Purchaser acknowledges that the registered title to the Property is held by the Nominee, as nominee and bare trustee for the Vendor to the extent of its undivided beneficial interest in the Property, and as nominee and bare trustee for others to the extent of their respective undivided beneficial interests in the Property, and that on completion of the transaction herein contemplated the Nominee will hold the registered title to the Property to the extent of the Purchaser's Land Interest as nominee and bare trustee for the Purchaser and others to the extent of their respective undivided beneficial interests in the Property.

11.2 The mailing address of the Nominee for receiving notices shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee may change its mailing address from time to time by giving notice in writing to that effect pursuant to the notice provisions contained in the Co-Owners Agreement.

11.3 The Nominee agrees to execute and deliver to the Purchaser a declaration of trust (the "**Declaration of Trust**") wherein it will confirm that, from and after the Closing Date, it is holding the title to the Property for and on behalf of the Purchaser, to the extent of the Purchaser's Land Interest, in the place and stead of the Vendor.

11.4 The Purchaser acknowledges that the registered title to the Property shall at all times be in the name of the Nominee.

12. NO RIGHT TO USE, OCCUPY OR ACCESS

12.1 The Purchaser agrees that it hereby waives all rights of use, occupation and rights of access to the Property, and any part thereof, in order to facilitate the future rezoning and ultimate subdivision and re-development of the Property, for the benefit of all Co-Owners. The provisions of this Section 12 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date.

13. CO-OWNERS AGREEMENT

13.1 The Purchaser agrees that concurrent with its execution and delivery of this Agreement, the Purchaser shall execute and deliver the agreement or a counterpart of the co-

owners agreement, a draft copy of which is annexed hereto as Schedule "C" (the "**Co-Owners Agreement**").

13.2 The Co-Owners Agreement shall govern, amongst other things, the following:

(a) the rights and obligations of the Purchaser, as owner and any other owners of undivided beneficial interests in the Property;

(b) any future sale, financing and/or development of the Property;

(c) procedures for consent and approvals by the Co-Owners (as such term is defined in the Co-Owners Agreement);

(d) appointing the Operator (as such term is defined in the Co-Owners Agreement) for and on behalf of the Co-Owners;

(e) the rights and obligations of the Operator of the Property;

(f) the obligation of the Nominee as registered holder of the title to the Property for an on behalf of the Co-Owners;

(g) the right to transfer or assign the Purchaser's Land Interest or any part thereof and the terms conditions to be satisfied with respect to any such assignment or transfer; and

(h) such other matters as are therein contained.

13.3 The Vendor shall not be obligated but shall have the right to retain an undivided beneficial interest in the Property to such extent as it may in its absolute discretion deem appropriate and thus be a co-owner thereof and with respect to such undivided beneficial interest it shall be subject to the terms of the Co-Owners Agreement and entitled to exercise the rights of a Co-Owner.

14. SUBDIVISION CONTROL PROVISIONS

14.1 The Vendor agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and this Agreement shall be effective to create an interest in the Property provided that the provisions of the *Planning Act* (Ontario) are complied with in connection with the transaction of sale and purchase of the Purchaser's Land Interest.

15. NO REPRESENTATIONS, WARRANTIES OR ADVICE

15.1 The Purchaser acknowledges that none of the Vendor, the Nominee, the Vendor's Agent nor anyone acting on its or their behalf has made any representations or warranties except as are expressly set forth in this Agreement or the Co-Owners Agreement, nor given any advice respecting the tax treatment relating to the purchase or disposition of the Purchaser's Land Interest or any part thereof or the Property, nor as to the timing of sale, rezoning or development of the Property nor with respect to any potential or anticipated profit to be derived or derivable from the Purchaser's Land Interest or the Property.

15.2 The Purchaser has been urged and advised to consult with the Purchaser's own respective advisors including legal and tax advisors, with respect to the purchase and other matters pertaining to the Property and the Purchaser's Land Interest and the Closing Documents.

LV V73-LV V92-41429

16. SOURCE OF FUNDS

16.1 The Purchaser hereby represents, warrants, confirms and acknowledges that the source of the Purchaser's funds:

(a) are not derived directly or indirectly from any crime;

(b) are not linked directly or indirectly to any terrorists or against anti terrorist laws;

(c) are not embargoed funds; and

(d) are not obtained in violation of any laws or seeking to escape or avoid any tax laws;

16.2 The Purchaser covenants that all payments and remittances shall strictly comply , at its own expense, with all regulatory or exchange control provisions in force on the Closing Date and applicable to this Agreement.

16.3 The provisions of this Section 16 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date

17. NOTICES

17.1 All notices required hereunder shall be in writing and in the English language and may be served either personally upon the parties or by electronic transmission namely by fax or email addressed to the Parties at their respective last known addresses, fax number or email address.

18. HEIRS, ASSIGNS, ETC.

18.1 This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective heirs , administrators, executors, successors and permitted assigns; provided that, the Purchaser shall not be entitled to assign this Agreement or any of its rights hereunder without the prior written approval of the Vendor, which approval may be withheld in its absolute discretion.

19. SUPERCEDING AGREEMENT

19.1 This Agreement shall supercede any and all previous discussions, representations, agreements or understandings made by or on behalf of either of the parties hereto for or relating to the purchase and sale of the Purchaser's Land Interest.

20. SCHEDULES

20.1 Schedules "A", "B" and "C" annexed hereto form an integral part of this Agreement and shall be read together with this Agreement.

21. COUNTERPARTS

21.1 This Agreement may be executed in any number of counterparts and by original or facsimile signature with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement.

LV V73-LV V92-41429

22. LAWS AND JURISDICTION-ONTARIO

22.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

23. CAPTIONS

23.1 The captions of the sections of this Agreement are for convenience only and do not amplify or limit in any way the provisions hereof.

24. EFFECT OF PARTIAL INVALIDITY ON THIS AGREEMENT

24.1 In the event that any provision of this Agreement is illegal, void or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

25. FACSIMILE DOCUMENTS

25.1 The parties agree to accept facsimile executed documents, including Closing Documents, as if they were originally signed documents.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SET OUT BELOW.

WITNESSED BY:

DATE OF EXECUTION: 2015-03-18

THE PURCHASER

CHIAKI HAYASHI
Print Name of Witness

MIZUE FUKIAGE
Print Name of Purchaser

✓ SIGNATURE OF WITNESS
Signature of Witness

SIGNATURE OF PURCHASER ★
Signature of Purchaser

Witness Identification Number

HST Number:

825870934RT0001

LV V73-LV V92-41429

✓

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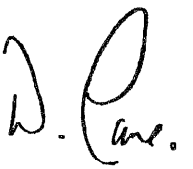
DATE OF EXECUTION: 2015-5-8
THE VENDOR:
TSI-LV V INTERNATIONAL CANADA INC.

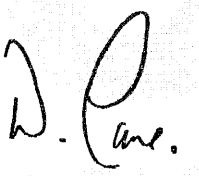
Per: 

Name:
Title:
HST Number: 82147 9797 RT0001

I/We have the authority to bind the Corporation.

DATE OF EXECUTION: 2015-5-8

THE NOMINEE:
LONDON VALLEY V INC.

Per: 

Name:
Title:
I/We have the authority to bind the Corporation.

SCHEDULE "A" – PURCHASER(S) PARTICULARS

Information Concerning Purchaser:

PURCHASER:

Full Name: MIZUE FUKIAGE

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: 501 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Home Telephone: 81-776-28-6655 Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: mizue@kobird.co.jp

Country of Birth: JAPAN

The following have been provided to the Vendor:

(✓) Driver's Licence ( ) Passport ( ) Other_____

SCHEDULE "B" – PROPERTY and NOMINEE

LEGAL DESCRIPTION OF PROPERTY

Lands and premises located in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lots 58 & 59 ETR Westminster Designated Parts 8 & 9, 33R2972; and PT LT 59, ETR Westminster as in 559255; Save & Except Part 1, Plan ER864297; City of London

LONDON VALLEY V INC.

REGISTERED HOLDER OF LEGAL TITLE TO PROPERTY

Office: 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3

Tel No: 1-905-602-7463

Fax No: 1-905-602-7460

SCHEDULE "C" – CO-OWNERS AGREEMENT

LV V73-LV V92-41429

UNIT IDENTIFICATION NO. LV V73-LV V92

CO-OWNERS AGREEMENT

LONDON VALLEY V INC.

THIS CO-OWNERS AGREEMENT is dated the 30TH day of January 2015.

BETWEEN:

MIZUE FUKIAGE,

Identification:DRIVER'S LICENSE (528500942092)

Address:501 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

(hereinafter referred to as the "**Purchaser**")

-and-

LONDON VALLEY V INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Nominee**")

-and-

TSI-LV V INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Vendor**")

-and-

LV V CAPITAL MANAGEMENT INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Operator**")

-and-

All other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of this Agreement

(hereinafter collectively referred to as the "**Co-Owners**")

WHEREAS:

1. Pursuant to a Sale and Purchase Agreement, the Vendor has sold to the Purchaser, and the Purchaser has purchased from the Vendor, an undivided beneficial interest in the Property;

2. The Nominee is the registered owner of the Property and has agreed to hold the Property as nominee and bare trustee for and on behalf of the Co-Owners from time to time;

3. Every purchaser of an undivided beneficial interest in the Property, every assignee of such purchaser, and every assignee of each such assignee, is required to execute and deliver a counterpart of this Agreement and shall be bound as a Co-Owner pursuant thereto; and

LV V73-LV V92-41429

4. This Agreement sets forth the provisions which govern the Co-Owners' ownership of undivided beneficial interests in the Property and any future sale, financing and/or development with the Property and their respective undivided beneficial interests therein.

NOW THEREFORE in consideration of the payment of the sum of One Dollar ($1.00) and other good and valuable consideration now paid by each party to the other, the receipt of which is hereby acknowledged, and of the premises and the mutual covenants herein contained, the parties hereto hereby covenant and agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall be deemed to have the following meanings:

(a) "**ASPE**" shall have the meaning ascribed thereto in Section 16 of this Agreement;

(b) "**Additional Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(c) "**this Agreement**", "**hereof**", "**herein**," "**hereunder**" and words to like effect, refer to this Co-Owners Agreement as a whole and not to any particular provision, as it may be amended, supplemented and/or restated from time to time;

(d) "**Business Day**" means any day of the week other than a Saturday, Sunday or a day which is a statutory holiday, in Ontario, Canada;

(e) "**Concept Planning Fund**" shall have the meaning ascribed thereto in Section 18 of this Agreement;

(f) "**Co-Owners**" means the owners from time to time of Interests and who have signed a counterpart of this Agreement, and shall include the Purchaser, as well as the Vendor to the extent that it retains any Interest, and "**Co-Owner**" means any of the Co-Owners;

(g) "**Co-Owners Record**" has the meaning ascribed thereto in Section 11 of this Agreement;

(h) "**CRA**" means the Canada Revenue Agency, established pursuant to the *Canada Revenue Agency Act*, S.C. 1999, c. 17, which administers tax laws of Canada, including under the *Income Tax Act*, for the Government of Canada;

(i) "**Declaration of Trust**" means the declaration of trust executed by the Nominee concurrently with the completion by a Co-Owner of the purchase from the Vendor of an Interest and pursuant to which the Nominee declares and confirms that it holds registered title to the Property in trust for and on behalf of such Co-Owner, to the extent of such Co-Owner's respective Interest. For greater certainty, "**Declaration of Trust**" includes the declaration of trust executed by the Nominee upon the completion by a Co-Owner of the Transfer of an Interest to a transferee in accordance with the provisions of this Agreement, and includes the declaration of trust executed by the Nominee in favour of the Vendor at the time of its acquisition of the Property;

(j) "**Designated Person**" shall have the meaning ascribed thereto in Section 10 of this Agreement;

LV V73-LV V92-41429

(k) "**Dispute**" shall have the meaning ascribed thereto in Section 31 of this Agreement;

(l) "***Excise Tax Act***" means the *Excise Tax Act* (Canada), as amended from time to time, including the regulations made pursuant thereto;

(m) "**HST**" means the harmonized sales tax payable pursuant to the *Excise Tax Act*, including the Province of Ontario's portion thereof;

(n) "***Income Tax Act***" means the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.), as amended from time to time, including the regulations made pursuant thereto;

(o) "**Initial Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(p) "**Interest**" means the undivided beneficial interest in the Property purchased by a Co-Owner pursuant to a Sale and Purchase Agreement, and includes any undivided beneficial interest in the Property continued to be owned by the Vendor, and "**Interests**" means every Interest;

(q) "***Land Transfer Tax Act***" means the *Land Transfer Tax Act*, R.S.O. c.L.6, as amended;

(r) "**LTT**" means the land transfer tax payable pursuant to the *Land Transfer Tax Act*;

(s) "**Net Income**" shall have the meaning attributed thereto in Section 6(j) of this Agreement;

(t) "**Notice Requisitioning an Ordinary Resolution**" shall have the meaning attributed thereto in Section 8 of this Agreement;

(u) "**Notice Requisitioning a Special Resolution**" shall have the meaning attributed thereto in Section 10 of this Agreement;

(v) "**Offer**" shall have the meaning attributed thereto in Section 19 of this Agreement;

(w) "**Operator**" means LV V CAPITAL MANAGEMENT INC., or the Designated Person that may be appointed as the Operator's replacement as determined in accordance with Section 10 of this Agreement;

(x) "**Ordinary Resolution**" means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 51% of the aggregate Interests in the Property;

(y) "**Planning Activities**" means the reports, plans, studies, audits, assessments, investigations, legal proceedings, procedures, filings, submissions, applications and/or any other actions taken or made in respect of or in furtherance of the rezoning of, or other land use planning matters related to, the Property;

(z) "**Property**" means the real property legally described on Schedule "1" annexed hereto;

(aa) "**Retained Interest**" shall have the meaning attributed thereto in Section 23 of this Agreement;

(bb) "**Sale and Purchase Agreement**" means the agreement of sale and purchase, or an agreement substantially in the form of the agreement of sale and purchase, entered into

LV V73-LV V92-41429

between the Vendor, as vendor, and each Co-Owner (other than the Vendor), as purchaser, pursuant to which each Co-Owner agreed to acquire its respective Interest in the Property. **"Sale and Purchase Agreements"** means every Sale and Purchase Agreement;

(cc) **"Special Resolution"** means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 85% of the aggregate Interests in the Property;

(dd) **"Transfer"** shall have the meaning ascribed thereto in Section 11 of this Agreement; and

(ee) **"Vendor"** means TSI-LV V INTERNATIONAL CANADA INC.

2. INTERPRETATION

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) the division of this Agreement into Articles, paragraphs, subparagraphs and schedules and the insertion of headings are provided for convenience only and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;

(b) all references to currency herein are references in Canadian dollars;

(c) any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto;

(d) any reference to an entity shall include and shall be deemed to be a reference to any entity that is a successor to such entity;

(e) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

3. TITLE

Legal title to the Property shall be held in the name of the Nominee, which shall hold such title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Vendor, to the extent of its Retained Interest, if any.)

4. MAILING ADDRESSES

The mailing address of the Nominee, the Vendor and the Operator shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee, the Vendor and/or the Operator may change its mailing address from time to time by giving notice in writing to that effect to all Co-Owners, pursuant to the notice provisions contained in this Agreement.

5. REPRESENTATIONS AND WARRANTIES OF THE NOMINEE AND OPERATOR

(a) The Nominee represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite power, capacity and corporate authority to act as nominee and to perform its obligations under this Agreement;

(iii) it shall not carry on any business other than for the purposes set forth in this Agreement;

(iv) it holds and shall continue to hold legal title to the Property as nominee and bare trustee for and on behalf of each Co-Owner to the extent of each Co-Owner's Interest; and

(v) it shall only deal with the Property in the manner and as provided for in this Agreement.

(b) The Operator represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite capacity and corporate authority to act as Operator, and to perform its obligations under this Agreement; and

(iii) it shall comply with its obligations as provided for in this Agreement.

6. OPERATION AND MANAGEMENT OF THE PROPERTY

The Co-Owners hereby appoint the Operator and the Operator hereby accepts the appointment as the operator and manager of the Property and agrees to undertake such Planning Activities as the Operator may determine in its discretion, acting reasonably, are required to rezone the Property to such use or uses as the Operator shall determine, acting reasonably, and in the best interest of the Co-Owners. The Operator agrees to carry out such Planning Activities and to operate and manage the Property in good faith and in the best interest of the Co-Owners. The Operator agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and to proceed diligently to make all necessary applications to rezone the Property to such use or uses as the Operator shall determine, in its reasonable discretion, and to use its reasonable commercial efforts, at the cost and expense of the Co-Owners, with such costs to be defrayed out of the Concept Planning Fund initially, to obtain all necessary approvals and consents from applicable governmental authorities in connection therewith. Subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have such general powers and authority to administer, manage, control, operate, finance, refinance, develop, lease, grant easements and other rights in, under and over, the Property and to do any act, take any proceeding, make any decision and execute and deliver any instrument, deed, agreement, affidavit or document necessary for or incidental to any of the foregoing, for and on behalf and in the name of the Co-Owners, or as the Co-Owners may so direct by Special Resolution. No person dealing with the Operator

LV V73-LV V92-41429

will be required to enquire into the authority of the Operator to do any act, take any proceeding, make any decision or execute and deliver any instrument, deed, agreement or document for or on behalf or in the name of the Co-Owners.

Without limiting the generality of the foregoing provisions of this Section 6, but subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have the following specific powers and authorities without further authority or approval from the Co-Owners:

(a) to engage such professional advisers and consultants as the Operator considers advisable in order to perform its duties hereunder;

(b) to open and operate one or more bank accounts in its name, as agent for the Co-Owners in respect of the Property with a Canadian chartered bank or trust company, into which the Operator may deposit all rentals, if any, and other income earned from the Property (if any) (which for greater certainty shall not include the Concept Planning Fund), and out of which account(s) all expenses properly relating to the Property shall be paid, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of such funds to cover all such expenses;

(c) to execute, deliver and carry out all other agreements which require execution by or on behalf of the Co-Owners with respect to the Property, including without limitation, any agreements required by any governmental or statutory authority having jurisdiction over or with respect to the Property, development agreements, site plan agreements, cost sharing agreements, easements and rights of way;

(d) to enter into lease and/or tenancy arrangements in respect of the Property or any part thereof and to collect all rentals and other income therefrom, if any, provided that nothing herein shall constitute a guarantee by the Operator of the payment of any rent by tenants;

(e) to pay all taxes, fees and other expenses relating to the orderly maintenance and management of the Property out of the Concept Planning Fund, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of funds to cover all such expenses;

(f) to commence or to defend on behalf of the Co-Owners, the Nominee, or itself, any and all actions and other proceedings pertaining to the Property or to the Co-Owners;

(g) to determine the amount and type of insurance coverage, if any, to be maintained in order to protect the Property and the Co-Owners from all usual perils of the type covered in respect of comparable properties and in order to comply with the requirements of any lenders of funds;

(h) to retain, employ and pay and discharge on behalf of the Co-Owners all servants, employees, advisors, consultants and/or contractors necessary to be retained for the management and operation of the Property, including, without limitation, for matters relating to its rezoning and development;

(i) to contract on behalf of the Co-Owners for water, gas, electricity and other utility services and commodities, including cable and telephone services necessary for the development, operation and maintenance of the Property; and

LV V73-LV V92-41429

(j) to distribute the Net Income from the ownership, operation, use, financing, refinancing, and/or sale of the Property (if any) to each Co-Owner, proportionate to its respective Interest. For the purposes of this Agreement, "**Net Income**" shall mean the gross receipts (which, for greater certainty, shall not include the Concept Planning Fund) derived in any way from dealing with the Property, received by or on behalf of the Co-Owners from the ownership, operation, use, leasing, financing, refinancing, sale of, and/or development and/or any other dealing with of the Property, minus the aggregate of all proper expenses and charges incurred in connection therewith, calculated on an accrual basis, including:

(i) payment of principal and interest owing to mortgagees or other encumbrancers, or other lenders;

(ii) realty taxes, property tax assessments, charges or levies made by any duly constituted governmental or statutory authority, due and owing and secured by a right or apparent right to claim a lien or charge upon the Interests, or any of them, or the Property, and money due and owing from improvements to the Property secured by a lien or charge in favour of materialmen or workmen or trade contractors or other like persons or corporations upon the Interests, or any of them, or the Property;

(iii) all costs and expenses of any sale, financing or refinancing;

(iv) all development costs and expenses;

(v) all costs and expenses of operating, maintaining, leasing, managing, using, and/or developing the Property, and the costs and expenses of repair;

(vi) lighting, electricity and public utilities costs and expenses;

(vii) professional fees reasonably attributed to the Property, its operation, use, financing, refinancing, sale and/or development;

(viii) all other costs, expenses or disbursements which are properly attributable to the Property, except payments to the Co-Owners on account of capital or distribution of Net Income; and

(ix) reserves in such amount as deemed appropriate by the Operator from time to time, including without limitation for the purposes of replacement of major equipment, major renovations and repairs, leasehold improvements, marketing costs and any other reserves normally required for the prudent operation, use, financing, refinancing, sale and/or development of a like property.

Each Co-Owner shall have a proportionate beneficial interest in all of the gross cash receipts derived from the Property and shall be responsible for its proportionate share of the expenses and charges incurred in connection with the Property, in each case proportionate to its respective Interest. Each Co-Owner hereby irrevocably directs the Operator to pay its proportionate share of such expenses and charges out of its proportionate share of such gross cash receipts, as well as out of the Concept Planning Fund.

Each Co-Owner hereby confirms and acknowledges that neither the Operator nor any of its officers, directors, employees, advisors, consultants, agents or representatives has made any warranty or representation, or given any advice:

LV V73-LV V92-41429

(k) as to or in respect of the tax treatment of the purchase, disposition or holding of the Interest by a Co-Owner; or

(l) as to the timing of the rezoning or sale or development of the Property or the returns attainable by the Co-Owners upon a sale or lease of or other dealing with the Property.

Each Co-Owners acknowledges that he has been advised to seek his own independent legal and tax counsel prior to entering into a Sale and Purchase Agreement and this Agreement.

7. AUTHORITY TO WITHHOLD

The Operator is authorized to withhold any amounts required to be withheld from any distribution or other payment to a Co-Owner pursuant to the provisions of the *Income Tax Act* and to make payment of any such amount on behalf of a Co-Owner to the CRA, on account of taxes as may be required by law.

8. POWERS EXERCISABLE BY ORDINARY RESOLUTION

Notwithstanding anything to the contrary contained in this Agreement, the following powers shall only be exercisable by the Operator after an Ordinary Resolution is passed by the Co-Owners:

(a) approving the sale or exchange of all or any part of the Property (other than the sale of Interests by the Operator pursuant to Sale and Purchase Agreements);

(b) approving a proposal or plan to develop the Property;

(c) subject to Section 17, consenting to the amendment of this Agreement, provided that, no amendment to this Agreement shall impose or increase any financial or other obligations upon any of the Nominee of the Operator, or in any way adversely affect the Nominee or the Operator, without the prior written approval of the Nominee or the Operator, as the case may be;

(d) approving or ratifying the making of an Additional Advance by the Operator, in accordance with Section 18; or

(e) requiring that the financial statements for the Property be audited.

Other than a matter which under the terms of this Agreement requires a Special Resolution, the Operator may at any time and from time to time by notice in writing to all Co-Owners substantially in the form annexed hereto as Schedule "2" (the "**Notice Requisitioning an Ordinary Resolution**") request the Co-Owners to consider and approve any matter relating to the Property not requiring a Special Resolution. The Notice Requisitioning an Ordinary Resolution shall specify with reasonable detail the matter to be approved by the Co-Owners.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution. If the Operator fails to deliver such Notice Requisitioning an Ordinary Resolution within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or a group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the

LV V73-LV V92-41429

Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution which the Operator failed to deliver within the time provided in this Section 8 for the Operator to do so.

9. POWERS EXERCISABLE BY SPECIAL RESOLUTION

The following powers shall only be exercisable by Special Resolution passed by the Co-Owners:

(a) terminating the appointment of the Operator and appointing a new Operator from time to time, in accordance with the provisions of Section 10;

(b) instituting or continuing an action or suit against the Operator for damages based upon the fraud or gross negligence of the Operator in the performance of its obligations under this Agreement;

(c) requiring the Operator to remove the incumbent independent firm of chartered accountants qualified in Canada appointed pursuant to Section 16 and requiring the Operator to appoint a replacement; or

(d) apppointing a replacement for the Nominee in the event that the Nominee should be wound up or dissolved or be declared a bankrupt, such replacement to hold legal title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Operator if it retains any Retained Interest.)

10. CONTROL AND AUTHORITY VESTS WITH CO-OWNERS

The Co-Owners may by Special Resolution terminate and remove the Operator (in its capacity as Operator and not as a Co-Owner)and appoint a new Operator in its place and stead. Such new Operator shall be bound by all of the terms of this Agreement and shall execute an agreement confirming that it is bound under this Agreement as if it was an original signatory thereto.

Upon termination, the Operator terminated shall forthwith upon request of the person designated in the Special Resolution as the replacement Operator (the "**Designated Person**") do the following:

(a) deliver all agreements, documents, instruments, books and records and writings relating to the Property in its possession to the Designated Person, including, without limitation, the Co-Owners Record;

(b) execute and deliver such consents, acknowledgements and assignments pertaining to the Property and any Planning Activities as the Designated Person may require;

(c) cause its representatives on the board of directors of the Nominee to execute resignations as directors and officers forthwith after being required to do so by the Designated Person, provided the Nominee shall continue to indemnify such directors and officers in accordance with its by-laws in existence at the date hereof;

(d) execute and deliver a release in form and content satisfactory to the Designated Person, acting reasonably, releasing the Nominee and the Co-Owners from any liability, provided that: (i) the release by the Operator shall not release the Co-Owners from their obligation to continue to indemnify the Operator pursuant to Section 21 hereof; and (ii) the

LV V73-LV V92-41429

Operator receives a release in form and content satisfactory to the Operator, acting reasonably, executed by the Nominee and by the Designated Person for and on behalf of itself and each of the Co-Owners, releasing the Operator from any liability, and the Co-Owners expressly acknowledge and agree that the Designated Person shall have the power and authority to deliver such release, without any further approval or authorization required from the Co-Owners;

(e) do all things necessary and execute all necessary documents to effect the change of shareholders of the Nominee as directed by the Designated Person; and

(f) otherwise co-operate and assist to carrying out and giving effect to each of the actions set out in Section 10(a), (b), (c), (d) and (e) above.

The Operator may at any time and from time to time by notice in writing, substantially in the form annexed hereto as Schedule "3" (the "**Notice Requisitioning a Special Resolution**") to all Co-Owners, request the Co-Owners to consider and approve any matter relating to the Property requiring a Special Resolution pursuant to the terms of this Agreement. The Notice Requisitioning a Special Resolution shall specify with reasonable detail the matter to be considered and approved by Special Resolution.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning a Special Resolution with respect to any matter relating to the Property, including any matter requiring a Special Resolution pursuant to this Agreement. If the Operator fails to deliver such Notice Requisitioning a Special Meeting within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the Notice Requisitioning a Special Resolution which the Operator failed to deliver within the time provided in this Section 10 for the Operator to do so.

11. CO-OWNERS RECORD AND TRANSFERS OF INTEREST

The Operator shall record and at all times maintain and keep up to date a record of the names, addresses and other contact information for the Co-Owners, and the Interest held by each of the Co-Owners as well as particulars of any Transfer of Interests (collectively, the "**Co-Owners Record**").

No Co-Owner shall sell, transfer, assign, mortgage, pledge, grant a security interest or otherwise encumber or dispose of its Interest in the Property (each, a "**Transfer**"), except in compliance with any applicable requirements of the *Securities Act* (Ontario) and any other applicable legislation and otherwise in accordance with the provisions of this Agreement, if and to the extent required.

A Co-Owner may Transfer an Interest or part thereof provided that such Co-Owner complies and satisfies each of the following conditions:

(a) the transferor first delivers to the Operator an original or notarial copy of the executed document or instrument effecting the Transfer which shall be in such form as may be acceptable to the Operator, acting reasonably;

(b) the transferee agrees in writing and in such form as may be acceptable to the Operator, to be bound by the terms of this Agreement and upon completion of the Transfer to

LV V73-LV V92-41429

assume the obligations of the transferor under this Agreement in respect of the Interest subject to the Transfer;

(c) the transferor delivers or causes to be delivered to the Operator a direction addressed to both the Nominee and the Operator, in form and substance satisfactory to the Operator and the Nominee, directing the Nominee to execute and deliver a Declaration of Trust for the Interest subject to the Transfer in favour of the transferee;

(d) the transferee pays such costs, expenses and disbursements, including legal fees, as are reasonably incurred by the Operator by reason of the Transfer;

(e) the transferee pays all applicable HST pursuant to the *Excise Tax Act*, and all applicable LTT pursuant to the *Land Transfer Tax Act*, and makes or causes to be made any and all necessary filings, payments and remittances within the time periods required therefor under the provisions of the *Excise Tax Act* and the *Land Transfer Tax Act* and the respective regulations thereunder;

(f) the transferor either provides the transferee with evidence reasonably satisfactory to the transferee that the transferring Co-Owner is not then a "non-resident" of Canada within the meaning of the *Income Tax Act* or provide the transferee with a certificate pursuant to subsection 116(2) of the *Income Tax Act* with a certificate limit in an amount not less than the purchase price for the Interest subject to the Transfer; provided that if such evidence or certificate is not forthcoming, the transferee shall be entitled to make the payment of tax required under section 116 of the *Income Tax Act* and to deduct such payment from the purchase price for the Interest subject to the Transfer;

(g) the transferee executes and delivers to the Operator a counterpart of the Agreement; and

(h) the transferor provides such other documents, agreements, acknowledgements and confirmations as may be required by the Operator or by law (including compliance by the transferring Co-Owner with the provisions of the *Securities Act* (Ontario) if and to the extent applicable).

When a transferee of an Interest is entitled to become a Co-Owner pursuant to the provisions hereof, the Operator will:

(i) record a Transfer of the Interest; and

(j) forward a Declaration of Trust to the transferee in respect of the Interest so transferred.

For the avoidance of doubt, a Transfer by Co-Owner may include a transfer into trust, in which case the terms "sale and purchase agreement", "Purchaser", "purchase", "purchased", and "sale", wherever such terms appear in this Agreement, shall be read so as to recognize that such Transfer is not a purchase and sale transaction between a Co-Owner and a purchaser but a transaction in the nature of a transfer into trust by the transferring Co-Owner to a trustee. Nothing in this Section 11 shall be construed to affect the provisions of Section 12 of this Agreement.

12. OPERATOR NOT BOUND TO SEE TO TRUST OR EQUITY

Other than pursuant to the terms of the Declaration of Trust, the Operator shall not be bound to see to the execution of any trust, express, implied or constructive, or any charge, pledge or equity to which any Interest is subject, or to ascertain or inquire whether any sale or transfer of any such Interest by any Co-Owner or by his personal representatives is authorized by such trust, charge, pledge or equity, or to recognize any person having any interest therein except for the person or persons recorded by the Operator as the Co-Owner.

LV V73-LV V92-41429

13. INCAPACITY, DEATH, INSOLVENCY OR BANKRUPTCY

Where a person becomes entitled to an Interest by incapacity, death, insolvency or bankruptcy of a Co-Owner or otherwise by operation of law, in addition to the requirements of Section 11 hereof, that person will not be recorded as or become a Co-Owner until:

(a) he produces evidence satisfactory to the Operator of such entitlement; and

(b) he has delivered such other evidence, approvals and consents in respect of such entitlement as the Operator may require and as may be required by applicable law or by this Agreement.

14. DECLARATIONS OF TRUST

A separate Declaration of Trust shall be executed and delivered by the Nominee to each Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of a Co-Owner to the extent of the Co-Owner's Interest. Provided that the Transfer of an Interest has been effected in accordance with the provisions of Section 11 of this Agreement, a separate Declaration of Trust shall be executed and delivered by the Nominee to each transferee Co-Owner of an Interest from a transferring Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of the transferee Co-Owner to the extent of such Co-Owner's Interest.

15. LOST DECLARATIONS OF TRUST

Where a Co-Owner by notice in writing advises the Operator that the Declaration of Trust with respect to such Co-Owner's Interest has been defaced, lost or destroyed or wrongly taken, the Operator may cause a new Declaration of Trust to be issued, provided that the Co-Owner files with the Operator an indemnity in such form as is satisfactory to the Operator to indemnify the Operator, the Nominee and the other Co-Owners from any loss, cost, liability or damages that it or they may incur or suffer by complying with the request to issue a new Declaration of Trust, and provided further that the Co-Owner satisfies all other reasonable requirements of the Operator, including delivery of a form of proof of loss.

16. BOOKS AND RECORDS AND FINANCIAL REPORTS

The Operator will keep or cause to be kept on behalf of the Co-Owners at the Operator's principal place of business in Ontario:

(a) full and accurate books of account and records of all financial transactions relating to the Property including, without limitations, the receipts and expenditures relating to the Property and the Concept Planning Fund;

(b) the Co-Owners Record setting out the name and address of each Co-Owner; and

(c) copies this Agreement and all counterparts.

At any time upon 10 Business Days written notice to the Operator a Co-Owner may request the Operator to examine any of the documents noted in clauses (a) and (b) above at the office of the Operator and may take copies thereof provided that such requesting Co-Owner pays the reasonable cost to the Operator for making such copies, provided further that any such requesting Co-Owner shall have first provided an affidavit and undertaking, in form and substance satisfactory to the Operator, acting reasonably, duly sworn before a notary public or other individual authorized to administer oaths in the jurisdiction of residence of the

Purchaser, stating: (aa) the name and address of such requesting Co-Owner, and that the Co-Owner is a Co-Owner; (bb) that the Co-Owners Record shall not be used by the requesting Co-Owner or any other person except in connection with a *bona fide* effort to influence the voting by Co-Owners on an Ordinary Resolution or a Special Resolution; (ccc) that the information so provided is subject to applicable privacy rules and regulations; (ddd) that none of the information provided pursuant to clause (a) above shall be disclosed by or on behalf of the requesting Co-Owner to any person who is not a Co-Owner, that such information is proprietary to the Operator and the Co-Owners, and that its disclosure could cause irreparable harm to the other Co-Owners and the Operator; (eee) that the requesting Co-Owner will not, directly or indirectly, offer for sale or purchase, or otherwise traffic in, a list or copy of a list of the Co-Owners or any information contained in the Co-Owners Record; (fff) the requesting Co-Owner acknowledges and agrees that in the event of a breach of any of the covenants, provisions and restrictions in affidavit, the Co-Owners' and Operator's remedy in the form of monetary damages may be inadequate and that the Operator, for itself and on behalf of the other Co-Owners, shall be authorized and entitled, in addition to all other rights and remedies available to it and them, to apply for and obtain from any court of competent jurisdiction interim and permanent injunctive relief and an accounting of all profits and benefits arising out of such breach; and (ggg) that the requesting Co-Owner shall indemnify and hold harmless the Operator and the Nominee and the other Co-Owners from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee or the other Co-Owners by reason of any breach by such requesting Co-Owner of any of the covenants, provisions and restrictions contained in the affidavit.

The Operator shall provide or cause to be provided to each Co-Owner not later than 120 days after the end of each calendar year, financial statements showing the financial results for the Property for such calendar year. The Operator shall retain, at the expense of the Co-Owners, an independent firm of chartered accountants qualified in Canada to prepare such financial statements. Such financial statements shall contain a balance sheet, and a statement of cash flows and shall be prepared in accordance with Canadian accounting standards for private enterprises ("**ASPE**") applicable to the real estate industry in Canada and applied on a consistent basis from year to year. The financial statements shall not be required to be audited unless the Co-Owners by Ordinary Resolution require audited financial statements. For greater certainty, the funds in the Concept Planning Fund are hereby recognized as being the funds of the Operator, not of the Co-Owners.

17. AMENDMENT OF AGREEMENT

This Agreement may be amended in writing on the initiative of the Operator with the consent of the Co-Owners given by Ordinary Resolution. Notwithstanding the foregoing, the Operator may, without any prior notice to or consent from the Co-Owners amend any provision of this Agreement from time to time:

(a) to cure an ambiguity or to correct or supplement any provision contained herein which, in the reasonable opinion of the Operator, may be defective or inconsistent with any other provision contained herein, and with respect to which the cure, correction or supplemental provision does not and will not adversely affect the Interests of the Co-Owners; or

(b) to make such other provisions in regard to matters or issues relating to or arising under this Agreement which, in the reasonable opinion of the Operator, do not and will not adversely affect the Interests of the Co-Owners.

LV V73-LV V92-41429

The Operator agrees to inform the Co-Owners by written notice within 60 days following the effective date of an amendment to this Agreement and provide copies of the amending agreement within the said 60 days.

18. PLANNING ACTIVITIES AND CONCEPT PLANNING FUND

As agent for the Vendor, the Operator shall deposit an amount equivalent to the Concept Planning Fund Contribution (as such term is defined in each Sale and Purchase Agreement) received by the Vendor under every completed Sale and Purchase Agreement into a single, segregated account (the "**Concept Planning Fund**") to be in the name of the Operator and to be used by the Operator solely for the purpose of paying the costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities, and those costs and expenses enumerated in Section 6(j) of this Agreement.

The Concept Planning Fund is intended to be a deposit account. Each Co-Owner's respective proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Co-Owner following completion of the sale of the Property. Each Co-Owner's share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of this Agreement) will be paid by the Co-Owner and deducted from his proportionate share of any sale proceeds receivable by him, if and when the Property is sold or otherwise disposed of. Each Co-Owner hereby irrevocably authorizes and directs the Operator to withhold from his proportionate share of any amounts otherwise receivable by it under this Agreement the amount of any such shortfall, and to pay such amount to the Operator.

The Operator shall keep proper and accurate records and details of all expenses paid out of the Concept Planning Fund, and at the request of the Vendor, provide access to the Vendor's representatives to such records and details of expenses to permit the Vendor to satisfy itself that such expenses were paid in accordance with the provisions of this Agreement.

The Operator shall prepare, perform and take or cause to be prepared, performed and taken all Planning Activities as it determines in its reasonable discretion are necessary for and on behalf of the Co-Owners including, without limitation, the following:

(a) surveys and concept plans in connection with the rezoning of the Property;

(b) in the reasonble discretion of the Operator, engage all consultants and professionals including, without limitation, legal counsel with respect to rezoning of the Property or any other Planning Activities;

(c) enter into or request the Nominee to enter into and deliver any documents, consent, acknowledgements or agreements including, without limitation, easements, rights in the nature of an easement, transfers, undertakings, applications, appeals and/or any other similar or related agreements or documents which may be required in the reasonable discretion of the Operator in connection with the Planning Activities;

(d) pay for all costs and expenses associated with Planning Activities, municipal property taxes and the cost of maintaining the Property, out of the Concept Planning Fund, and if insufficient, out of additional funds provided by the Co-Owners; and

(e) keep detailed records and accounts for or pertaining to the Planning Activities.

LV V73-LV V92-41429

If the amount set aside in the Concept Planning Fund is not sufficient to defray all costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities and those costs and expenses enumerated in Section 6(j) of this Agreement, the Operator, in the exercise of its absolute discretion, and without the approval of the Co-Owners, may advance to the Co-Owners an amount or amounts on account of such shortfall to a maximum of 5% of the aggregate purchase prices paid by all Co-Owners for their respective Interests(collectively, the "**Initial Advance**"). The Initial Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance made to the Co-Owners out of the proceeds of the sale of the Property.

If the cost of Planning Activities exceeds the combination of the Concept Planning Fund and the Initial Advance, the Operator, as it deems necessary in the exercise of its absolute discretion but subject to the approval of the Co-Owners by way of an Ordinary Resolution, may advance to the Co-Owners additional amounts as may be required for such purposes (collectively, the "**Additional Advance**"). The Additional Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, after repayment of the Initial Advance, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance and the Additional Advance made to the Co-Owners out of the proceeds of the sale of the Property.

19. SALE OF THE PROPERTY

Any offer to purchase the Property received by the Operator or the Nominee, which the Operator deems acceptable (the "**Offer**") shall be presented to all of the Co-Owners for consideration and if approved by an Ordinary Resolution such Offer shall be accepted by the Nominee and such acceptance shall be binding upon all of the Co-Owners. Any sale of the Property by the Nominee resulting from an Offer the acceptance of which was approved by an Ordinary Resolution of the Co-Owners shall be deemed to include the sale by the Co-Owners of the Interests.

The Co-Owners hereby agree that Operator shall have the right, exercisable by notice in writing to the Co-Owners within 30 days after the Co-Owners have passed an Ordinary Resolution to accept the Offer, to purchase the Property at the same price and on the same terms and conditions as are contained in the Offer approved by Ordinary Resolution of the Co-Owners.

If the Operator fails to provide the notice exercising its right to purchase the Property on the same terms and conditions as are contained in the Offer within the said 30 days, then the Nominee shall accept the Offer and complete the transaction with the party that made the Offer the acceptance of which was approved by Ordinary Resolution of the Co-Owners.

20. HST AND LTT

Each of the Co-Owners hereby authorizes the Operator to make any and all filings, payments and/or remittances for HST with respect to the purchase by each Co-Owner of his respective Interest and any other payments of HST applicable to the services provided to the Nominee or in respect of the Property or the Interest of a Co-Owner.

Each Co-Owners hereby authorizes the Operator to carry out any HST reporting or filing obligations that are required in respect of the Interests or the Property. Such authority shall

LV V73-LV V92-41429

include the execution of any documents that have to be or which may be advisable to be executed under the *Excise Tax Act*. The Operator shall to the extent required under the *Excise Tax Act* make and satisfy all filing and reporting obligations of a Co-Owner with respect to the Interest of the Co-Owner and shall provide each Co-Owner with copies of such filings and reports.

Each of the Co-Owners hereby authorizes the Operator to make any and all filings payments and/or remittances, from funds provided by the Co-Owner, relating to LTT arising from the purchase by each Co-Owner from the Vendor of his respective Interest in the Property. For greater certainty, each of the Co-Owners hereby authorizes the Operator on behalf of the Co-Owner and with the Co-Owner's funds to make any and all payments, remittances and filings under the provisions of the *Land Transfer Tax Act* relating to LTT and within the time period required therefor under the *Land Transfer Tax Act*, arising from the acquisition and/or ownership of the Interest. The Operator shall provide each Co-Owner with copies of such filings and evidence of the payments and remittances upon the written request of a Co-Owner.

21. POWER OF ATTORNEY

Each Co-Owner hereby nominates, constitutes and appoints each of the Operator and the Nominee, acting alone or together, with full power of substitution, as his true and lawful attorney and agent with full power and authority in his name, place and stead, for his use and benefit, to do the following, as fully and effectually as the Co-Owner could do if personally performed including, without limitation:

(a) execute and deliver all such documents or instruments on behalf of and in the name of the Co-Owners, or any of them, as may be deemed necessary by the Operator to carry out fully the provisions of this Agreement in accordance with its terms;

(b) execute, swear to, acknowledge, deliver, file and/or remit to or with the Ministry of Finance (Ontario) pursuant to the *Land Transfer Tax Act*, as amended, all necessary returns and payment or remittances in connection with the acquisition by the Co-Owners of their respective Interests in the Property;

(c) execute, acknowledge, deliver and file and/or remit to or with the CRA, all necessary instruments, declarations, certificates and other documents, and remittances relating to HST;

(d) execute, acknowledge, deliver and file as and where required any election made pursuant to subsection 273(1) of the *Excise Tax Act* as contemplated in each Purchase Agreement;

(e) execute and deliver all conveyances, agreements, documents and other instruments pertaining to the sale, development, redevelopment, financing, refinancing or leasing of the Property as the Operator determines in its sole discretion is in the best interests of the Co-Owners, and as permitted by this Agreement or authorized by Ordinary Resolution or Special Resolution of the Co-Owners; and

(f) execute, acknowledge, deliver and file any and all CRA non-resident personal income tax returns.

Each Co-Owner acknowledges and confirms that the power of attorney granted herein is made pursuant to the *Powers of Attorney Act* (Ontario) and is a power coupled with an interest, will survive the death, disability or other legal incapacity of the Co-Owner and will survive the assignment (to the extent of the Co-Owner's obligations hereunder) by the Co-Owner of the whole or any part of his Interest and extends to the heirs, executors, administrators, successors

LV V73-LV V92-41429

and assigns of the Co-Owner and may be exercised by the Operator or the Nominee, acting alone or together, executing on behalf of the Co-Owners, or any of them, any instrument, by listing all of the Co-Owners to be bound by such instrument with a single signature as attorney and agent for all of them, or otherwise. Each of the Co-Owners agrees to be bound by any representations and actions made or taken in good faith and in accordance with the terms of this Agreement by the Nominee and/or the Operator pursuant to such power of attorney in accordance with the terms hereof and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the Nominee or the Operator taken in good faith under such power of attorney. The Operator shall, at the written request of a Co-Owner, provide such Co-Owner with copies of any of the documents or instruments executed, sworn, delivered, acknowledged or remitted by the Operator for and on behalf of that Co-Owner only under the power of attorney provided for in this Section 21.

22. INDEMNIFICATION

Each of the Co-Owners hereby agrees, severally and not jointly or jointly and severally, to indemnify and hold harmless the Operator and the Nominee from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee, or by any one or more attorneys appointed by it or them under the power to substitute pursuant to the power of attorney provision contained in Section 21 above, by reason of acts, omissions or alleged acts or omissions arising out of the activities of the Operator or the Nominee on behalf of the Co-Owners or in furtherance of the Interests of the Co-Owners but only if the acts, omissions or the alleged acts or omissions in respect of which any actual or threatened action, proceeding or claim are based, were performed in good faith and in accordance with the Agreement.

23. VENDOR'S RIGHT TO RETAIN AN INTEREST

The Co-Owners acknowledge and agree that the Vendor has the right, but not the obligation, to retain an undivided beneficial Interest in the Property (a "**Retained Interest**"), to whatever extent it wishes, and the Vendor to the extent of any such Retained Interest shall for the purposes of this Agreement be a Co-Owner and be deemed to be bound by this Agreement. The Vendor may at any time and from time to time Transfer and assign all or any part of such Retained Interest to any person or persons it deems appropriate and upon such Transfer or assignment, the assignee or transferee thereof shall execute a counterpart of this Agreement and shall be a Co-Owner to the extent of the Retained Interest so transferred or assigned.

24. COMPETING INTERESTS

Each of the Co-Owners and the Operator is entitled, without the consent of any of the others of them, to own property and to carry on any business or activity whatsoever, whether of the same or different nature as that owned by or carried on by any of them, and whether or not in competition with the Interests, the Property or any activity carried on by any of them, and neither any Co-Owner nor the Operator shall be liable to account to any of the other of them.

25. NOTICES

Any notice or communication required or permitted to be given to the Nominee, the Vendor, the Operator or the Co-Owners hereunder shall be in writing and shall be given by delivery or by mailing to same to be addressed as follows:

(a) To the Nominee, the Vendor or the Operator, at its respective mailing address provided in Section 4 above.

LV V73-LV V92-41429

(b) To each Co-Owner at his last address shown on the Co-Owners Record maintained by the Operator.

Any notice or communication delivered as aforesaid shall be in the English language but may be accompanied by an unofficial translation and shall be deemed to have been given to the addressee on the day of delivery, if delivered by courier or, if mailed as aforesaid, shall be deemed to have been given to the addressee on the 10th Business Day following the mailing of such notice, provided that, for such purposes, no day during which there shall be a strike or other occurrence which shall interfere with normal mail services shall be considered a Business Day. If delivery of any notice or communication is made via fax, delivery shall be deemed to have been made on the day following the sending of the fax unless such day is not a Business Day, in which case delivery shall be deemed to have been made on the next Business Day.

26. FURTHER ACTS

The parties hereto agree to execute and deliver such further and other documents and to perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

27. BINDING EFFECT

Subject to the restrictions on Transfers herein contained, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and permitted assigns.

28. SEVERABILITY

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts, by original or facsimile signature, with the same affect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same agreement.

30. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, in the Country of Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

31. DISPUTE RESOLUTION

Any disputes, claims, disagreements, differences, (including, without limitation, interpretation, performance and enforcement) (collectively the "**Dispute**") that may arise between the Co-Owners or any of them and/or the Operator and/or the Nominee relating in any manner to this Agreement, the Property, or the Interests or any of them, shall attempted to be resolved by mediation and if such mediation is not successful, then by arbitration.

LV V73-LV V92-41429

Upon written demand of the Nominee, the Operator or the Co-Owners or any them and within 10 days after such demand, the parties shall attempt to appoint a mediator. If within such period of time they are unable to agree on a mediator, the Dispute shall be resolved by arbitration. If the parties to the Dispute are unable to agree upon a single arbitrator within 10 days after a demand has been made by any party to the Dispute to appoint a single arbitrator then, any party to the Dispute may apply, to a Justice of the Superior Court of Justice sitting in the City of Toronto, in the Province of Ontario, Canada for the appointment of an arbitrator.

The arbitration shall proceed in accordance with the provisions of the *Arbitration Act*, 1991 (Ontario) and any amendments or successor legislation thereto, which provisions shall apply *mutatis mutandis*. The arbitrator shall have the power to determine the procedure for the arbitration and to deliver his or her award notwithstanding the default by any party in respect of any procedural order made by the arbitrator.

The arbitrator shall proceed immediately to hear and determine the Dispute. The award of the arbitrator shall be made within 30 days after the appointment of the arbitrator, subject to any reasonable delay due to unforeseen circumstances. The award of the arbitrator shall be in writing and signed by the arbitrator, and shall be final and binding on the parties to the Dispute, not subject to any appeal, and the parties to the Dispute shall abide by the award and perform the terms and conditions thereof. The arbitration award shall deal with the costs of arbitration and all matters related thereto including the arbitrator's fees and expenses. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Unless otherwise mutually agreed, any mediation or arbitration of a Dispute shall take place in the Municipality of Metropolitan Toronto, in the Province of Ontario, in the Country of Canada.

32. NO INTENTION TO CREATE A PARTNERSHIP

The Co-Owners acknowledge, agree and declare that the entering into of this Agreement does not, and is not intended to, create a partnership, for any purpose. The Co-Owners further agree that nothing herein is to be construed as a limitation of the powers or rights of any Co-Owner to carry on its separate respective activities. Except for the Operator as contemplated in this Agreement, none of the Co-Owners shall have the right to bind any of the other Co-Owners, transact any business in any of the other Co-Owners names or on their behalf or incur any liability for or on behalf of any of the other Co-Owners. The Co-Owners agree that they shall each report their income or loss arising from the ownership of their Interests, for both accounting and income tax purposes, and to the applicable taxing authorities, as co-venture parties independent of one another, and not as partners in a partnership.

33. NO RIGHT TO PARTITION, ETC.

Each of the Co-Owners, by becoming a party to this Agreement, agrees and will be deemed to have agreed that he will not seek any remedy or right for the termination of this Agreement which would otherwise be available at law or in equity or for the termination of the co-ownership of the Property or which would otherwise be available pursuant to the *Partition Act*, R.S.O. 1980, c. 369,) and any amendments or successor legislation thereto, and each such Co-Owner shall be forever estopped from asserting otherwise and from seeking such remedy or right. In the event of any breach of the provisions of this Section 33 by a Co-Owner, the other Co-Owners and the Operator shall, in addition to all rights and remedies at law or in equity to which it is or they are otherwise entitled, be entitled to a decree or order

LV V73-LV V92-41429

perpetually restraining and enjoining such partition, application, action or other proceeding, and the first-mentioned Co-Owner shall not plead in defence thereto that there would be an adequate remedy at law, it being acknowledged by all the parties hereto that the injury and damages flowing from any such breach would be impossible to measure monetarily.

34. TIME

Time shall be of the essence of this Agreement.

35. REFERENCE DATE

This Agreement is dated for reference as of the 30TH day of January 2015.

IN WITNESS WHEREOF this Agreement is executed with effect as of the day and year first above written.

EXECUTED this 18TH day of MARCH 2015 with effect as of the day and year first above written.

CO-OWNER

WITNESS

SIGNATURE OF WITNESS Chiaki Hayashi

Signature of Witness

Print: CHIAKI HAYASHI

SIGNATURE OF CO-OWNER Mizue Fukiage

Signature of Co-Owner

Print: MIZUE FUKIAGE

LV V73-LV V92-41429

EXECUTED this 8TH day of MAY, 2015 with effect as of the day and year first above written.

LONDON VALLEY V INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

EXECUTED this 8TH day of MAY, 2015 with effect as of the day and year first above written.

TSI-LV V INTERNATIONAL CANADA INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

LV V CAPITAL MANAGEMENT INC.

EXECUTED this 8TH day of MAY, 2015 with effect as of the day and year first above written.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

SCHEDULE "1"

Legal Description of Property

Lands and premises located in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lots 58 & 59 ETR Westminster Designated Parts 8 & 9, 33R2972; and PT LT 59, ETR Westminster as in 559255; Save & Except Part 1, Plan ER864297; City of London

LV V73-LV V92-41429

SCHEDULE "2"

NOTICE OF REQUISITION OF ORDINARY RESOLUTION

By Co-Owners

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____, 201_ .

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: MIZUE FUKIAGE
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV V73-LV V92

By Operator

NOTICE IS HEREBY GIVEN that the undersigned requests the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned signed to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____ , 201__.

LV V CAPITAL MANAGEMENT INC.

Per: _____

Name:
Title:
I have authority to bind the Corporation.

Appendix 1

FORM OF ORDINARY RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____ , 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: MIZUE FUKIAGE
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV V73-LV V92

Identification No. _____

LV V73-LV V92-41429

SCHEDULE "3"

NOTICE OF REQUISITION OF SPECIAL RESOLUTION

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners to approve the Special Resolution attached hereto as Appendix I **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Special Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Special Resolution.

Dated the _____ day of _____, 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: MIZUE FUKIAGE
Address: _____	)	Address: _____
_____		_____

Unit Identification No. LV V73-LV V92

Identification No. _____

Appendix I

FORM OF SPECIAL RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____ , 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: MIZUE FUKIAGE
Address: _____	)	Address: _____
_____	)	_____

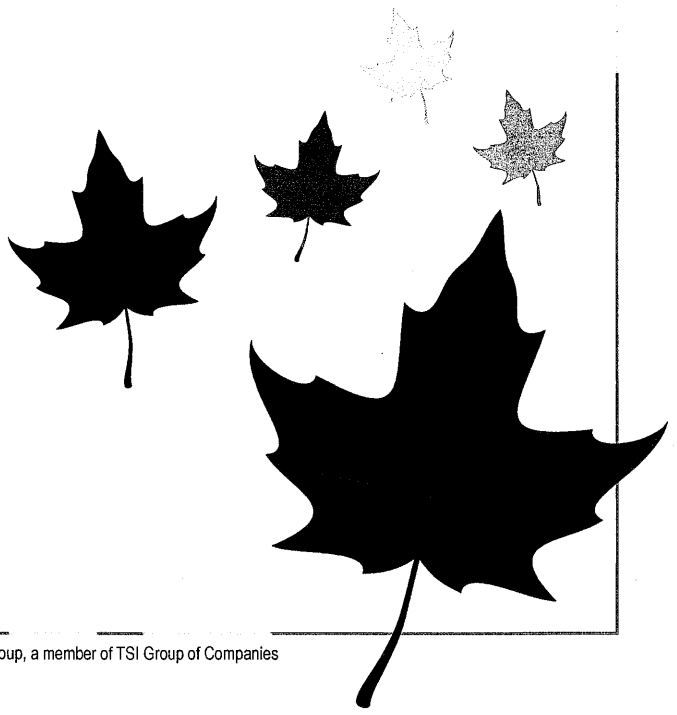
Unit Identification No. LV V73-LV V92

Identification No. _____

JP 41433
4/27/2015

LONDON VALLEY V INC.

HIRONORI KOBAYASHI



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UNIT IDENTIFICATION NO. LV V25-LV V48,LV V212-LV V294

AGREEMENT OF SALE AND PURCHASE dated the 18TH day of MARCH, 2015.

BETWEEN

HIRONORI KOBAYASHI,

Identification:DRIVER'S LICENSE (528701029170)

Address: 413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Phone Number: 81-776-27-5321

(hereinafter referred to as the "**Purchaser**")

-and-

TSI-LV V INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario,

(hereinafter referred to as the "**Vendor**");

-and-

LONDON VALLEY V INC.,
a corporation incorporated under the laws of the Province of Ontario

(hereinafter referred to as the "**Nominee**")

WHEREAS:

A. The Vendor is the beneficial owner of an undivided interest in a parcel of land described in Schedule "B" annexed to this Agreement (the "**Property**") and title to which Property is registered in the name of the Nominee.

B. The Vendor is engaged in the business of land banking, the prime focus of which is to locate and purchase raw land and to endeavour to rezone the land through the applicable land development process to an approved use determined by the Vendor to be suitable and appropriate in all of the circumstances, and to thereby enhance the value of the land.

C. The Purchaser acknowledges that rezoning of the Property is uncertain and may take many years to achieve, often six years or longer, and that there can be no assurance that rezoning will be obtained, or if obtained, to permit for such use or uses as were requested and/or otherwise on terms and conditions that are satisfactory.

D. The Vendor may from time to time sell undivided beneficial interests in the Property to various purchasers.

E. The Purchaser acknowledges that real estate investments are generally subject to various risks, including a lack of liquidity, the highly competitive nature of the real estate industry, changes in general economic conditions (such as the availability and cost of mortgage funds), conditions of supply and demand for any particular type of real estate in the particular area, government regulations and changes thereto (including uncertainties and delays in zoning, subdivision and development regulatory approval processes, taxation of

LV V25-LV V48,LV V212-LV V294-41423

property and environmental legislation), changes in governments and the political environment in the jurisdiction where the real estate is located, and sensitivity to interest rates, among other factors.

F. The Purchaser acknowledges having had the opportunity to review this Agreement and its schedules with its advisors and to conduct such due diligence investigations as the Purchaser deemed appropriate with respect to all matters pertaining to the Property and to the Vendor.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. SALE OF UNDIVIDED BENEFICIAL INTEREST IN LAND

1.1 The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser a 107/797TH undivided beneficial interest in the Property (the "**Purchaser's Land Interest**").

1.2 The Purchaser's Land Interest will be identified by the following designated identification number: LV V25-LV V48,LV V212-LV V294

2. . PURCHASE PRICE

2.1 The Purchaser shall pay the aggregate sum of Ten Thousand Dollars of lawful money of Canada (C$10,000.00) for each 1/797TH undivided beneficial interest in the Property upon execution of this Sale and Purchase Agreement, of which Nine Thousand Three Hundred Dollars Only (C$9,300.00) of lawful money of Canada will be paid on account of the purchase price for such interest, and Seven Hundred Dollars Only (C$700.00) of lawful money of Canada will be paid into a segregated account known as the "Concept Planning Fund" (the "**Concept Planning Fund**") to be used to defray costs, expenses and fees to be incurred in connection with the Property, as more particularly hereinafter described and as described in the Co-Owners Agreement (as such term is hereinafter defined).

2.2 The Purchaser hereby agrees to purchase the Purchaser's Land Interest for a total purchase price of NINE HUNDRED NINETY FIVE THOUSAND ONE HUNDRED DOLLARS ONLY of lawful money of Canada (C$995,100.00) (the "**Purchase Price**"), and to pay the amount of SEVENTY FOUR THOUSAND NINE HUNDRED DOLLARS ONLY of lawful money of Canada (C$74,900.00) into the Concept Planning Fund (the "**Concept Planning Fund Contribution**"). All references in this Agreement to payments of money being made shall mean lawful money of Canada.

2.3 The Purchase Price excludes applicable harmonized sales tax (the "**HST**") pursuant to the *Excise Tax Act*, R.S.C. 1985, c E-15, as amended (the "**ETA**") and the Purchaser agrees to pay the HST in addition to the Purchase Price and the Concept Planning Fund Contribution, unless the Purchaser has obtained and inserted (or instructed to be inserted) its HST registration number set forth below on the signing page of this Agreement, below its signature, prior to acceptance of this Agreement by the Vendor, in which case the Purchaser hereby represents and warrants that it is a registrant for HST purposes under the provisions of the ETA, under such registration number.

2.4 Included in the Purchase Price and the Concept Planning Fund Contribution, the Purchaser shall be responsible for the payment of land transfer tax ("**LTT**") under

LV V25-LV V48,LV V212-LV V294-41423

the *Land Transfer Act*, R.S.O., c L.6. as amended (the "**LTTA**"), in the amount of FOURTEEN THOUSAND THREE HUNDRED TEN DOLLARS AND THIRTY FOUR CENTS of lawful money of Canada (C$14,310.34).

2.5 The Purchaser covenants to pay, make and submit all necessary payments, filings and remittances within the time periods required therefor under the provisions of the ETA, if applicable, and the LTTA, and the regulations thereunder. The Purchaser hereby authorizes the Vendor on behalf of the Purchaser and with the Purchaser's funds, to make any and all payments, filings and remittances within the time periods required therefore under the provisions of the ETA relating to HST, if applicable, and under the provisions of the LTTA relating to LTT required to be made by the Purchaser arising from its acquisition of the Purchaser's Land Interest. While the Vendor agrees to assist the Purchaser in submitting such payments, remittances and filings, for greater certainty, nothing herein contained shall oblige the Vendor to make any payments or remittances from its own resources or funds and all such payments and remittances and filings shall be the Purchaser's obligation.

2.6 Funds in the Concept Planning Fund shall be applied towards defraying future costs of every nature and kind related to the Property, including property management costs, costs, fees, and services incurred in connection with planning activities, development submissions, subdivision applications, operational costs and all other activities and matters concerning or related to the Property, as determined by the Operator (as such term is defined in the Co-Owners Agreement) which would be incurred by or on behalf of the Purchaser as a Co-Owner. The Concept Planning Fund is intended to be a deposit account. The Purchaser's proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Purchaser following completion of the sale of the Property. The Purchaser's proportionate share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of the Co-Owners Agreement) will be paid by the Purchaser (in its capacity as a Co-Owner) and deducted from its proportionate share of any sale proceeds receivable by it, if and when the Property is sold or otherwise disposed of.

3. PAYMENT OF THE PURCHASE PRICE

3.1 The Purchaser hereby agrees that the Purchase Price, the Concept Planning Fund Contribution, and all other amounts due and payable hereunder, shall be paid to the Vendor on the Closing Date (as hereinafter defined). Following the Closing Date, the Vendor shall deliver the Concept Planning Fund Contribution to the Operator for deposit into the Concept Planning Fund.

3.2 All payments of the Purchase Price, the Concept Planning Fund Contribution, and such other amounts shall be made through the appointed agent (the "**Vendor's Agent**"), the Vendor's authorised agent and representative in the jurisdiction of residence of the Purchaser, and the Vendor hereby directs the Purchaser to make all such payments to the Vendor's Agent, who is authorised by the Vendor to acknowledge receipt of the Purchase Price and other amounts paid hereunder.

4. CLOSING DATE, DELIVERIES, COSTS, NON-MERGER

4.1 The date on which this Agreement is signed by the Purchaser and is accepted and signed by the Vendor and the Nominee shall be the "**Closing Date**". On the Closing Date, in addition to delivering the Purchase Price and this Agreement, the Purchaser agrees to deliver to the Vendor's Agent a copy of the Co-Owners Agreement signed by the Purchaser.

LV V25-LV V48,LV V212-LV V294-41423

4.2 Within ninety (90) days after the Closing Date, the Vendor agrees to deliver to the Purchaser the following documents (the "**Closing Documents**"):

(a) this Agreement, duly executed by the Vendor and the Nominee;

(b) a Declaration of Trust (as hereinafter defined), duly executed by the Nominee; and

(c) the Co-Owners Agreement (as hereinafter defined), duly executed by the Nominee and Operator (as therein defined).

4.3 The Vendor shall pay for the cost of drafting and/or settling the Closing Documents. The Vendor shall not be obligated to pay any other costs associated with the purchase of the Purchaser's Land Interest.

4.4 This Agreement shall be irrevocable by the Purchaser for a period of 120 days following its execution and delivery to the Vendor or the Vendor's Agent. This Agreement shall only become binding upon the Vendor and the Nominee following the Vendor and the Nominee having each accepted this Agreement as signified by its respective execution of this Agreement where indicated below.

4.5 All representations, warranties and covenants of the Purchaser as set out in this Agreement shall not merge upon closing but shall survive closing and the Closing Date.

5. VENDOR REPRESENTATIONS AND WARRANTIES

5.1 The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in completing the sale and purchase transaction contemplated in this Agreement:

(a) the Vendor is the beneficial owner of the Purchaser's Land Interest with good and marketable title thereto, subject to Section 6.1;

(b) registered title to the Property and beneficial title to the Purchaser's Land Interest shall be good and marketable and clear and free from all mortgages, charges and financial liens on the Closing Date;

(c) the Vendor has the right, power and authority to sell the Purchaser's Land Interest as contemplated in this Agreement;

(d) the Vendor is a corporation properly constituted and in good standing under the laws of the Province of Ontario and the laws of Canada applicable therein; and

(e) the Vendor is not now and on the Closing Date will not be a non-resident of Canada within the meaning of the *Income Tax Act* (Canada), R.S.C. 1985, c.1 (5th Supp.), as amended from time to time.

6. EASEMENTS, LIENS, REGISTERED AGREEMENTS

6.1 Other than any mortgage, charge or financial lien which the Vendor is required to discharge pursuant to this Agreement, registered title to the Property, and beneficial title to the Purchaser's Land Interest, shall be subject to all other liens and encumbrances registered

LV V25-LV V48,LV V212-LV V294-41423

on title to the Property on the Closing Date or which may be registered against the title to the Property after the Closing Date, including those registered in connection with the rezoning or development process relating to the Property, and including, without limitation, agreements with the applicable municipality or region, agreements with public regulated utilities, easements for the supply of domestic utility or telephone services to the Property or properties which are adjacent to the Property, easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the Property or its proposed development, other registered restrictions or covenants that run with the lands, and the restrictions and reservations in the Crown patent.

7. PURCHASER(S)' REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 The Purchaser represents and warrants to and covenants in favour of the Vendor as follows:

(a) there are no liens, mortgages, judgements, executions or other encumbrances, related to or attaching to the Purchaser's Land Interest or any part thereof;

(b) the Purchaser shall keep the Purchaser's Land Interest and every part thereof free and clear of all liens, mortgages, other encumbrances, judgements or executions. The Purchaser warrants and represents that all such liens, mortgages, judgements, executions other encumbrances, if any, shall be discharged and removed forthwith at the Purchaser's sole cost and expense and the Purchaser shall hold harmless the Vendor and all other beneficial owners of undivided interests in the Property from time to time against any and all claims, liabilities, actions, cause of actions, charges, demands and costs, including solicitors fees in connection therewith; and

(c) the Purchaser will not register or cause to be registered this Agreement, the Co-Owners Agreement, notice of this Agreement, notice of the Co-Owners Agreement, notice of the Purchaser's Land Interest, or any caution against title to the Property and the Purchaser shall forthwith remove and discharge any such registration at its costs and expense, failing which the Vendor may do so at the cost and expense of the Purchaser.

7.2 The foregoing warranties, representations and covenants of the Purchaser shall not merge on closing but shall survive closing and the Closing Date.

8. PURCHASER(S)' PARTICULARS, NATURE OF VESTING OF BENEFICIAL TITLE

8.1 The Purchaser agrees and confirms that the personal information provided in Schedule "A" annexed hereto is true, accurate and complete and agrees to inform the Vendor in writing forthwith of any change in any of the information therein provided.

8.2 If there is more than one person that comprises the Purchaser, then the Purchaser's Land Interest will be held as joint tenants with right of survivorship unless the box below is initialled by the Purchaser in which case the Purchaser's Land Interest will be deemed to be held as tenants-in-common, in the percentages noted therein.

LV V25-LV V48,LV V212-LV V294-41423

[ ] Purchaser elects to hold Purchaser's Land Interest as tenants- in -common and not as joint tenants, as follows: _____ as to ___%, _____ as to ____%.

9. PRESENT STATE AND CONDITION OF PROPERTY

9.1 The Purchaser hereby agrees that the purchase of the Purchaser's Land Interest is on an "as is, where is basis" with no representations or warranties whatsoever made by the Vendor, other than as expressly set out in this Agreement.

10. TITLE INSURANCE

10.1 The Nominee as registered owner of the Property obtained title insurance upon acquiring the Property (the "**Title Insurance Policy**") in such form and in such amount and with such stipulations, limitations and qualifications respecting coverage as it deemed appropriate.

11. NOMINEE AS BARE TRUSTEE; DECLARATION OF TRUST

11.1 The Purchaser acknowledges that the registered title to the Property is held by the Nominee, as nominee and bare trustee for the Vendor to the extent of its undivided beneficial interest in the Property, and as nominee and bare trustee for others to the extent of their respective undivided beneficial interests in the Property, and that on completion of the transaction herein contemplated the Nominee will hold the registered title to the Property to the extent of the Purchaser's Land Interest as nominee and bare trustee for the Purchaser and others to the extent of their respective undivided beneficial interests in the Property.

11.2 The mailing address of the Nominee for receiving notices shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee may change its mailing address from time to time by giving notice in writing to that effect pursuant to the notice provisions contained in the Co-Owners Agreement.

11.3 The Nominee agrees to execute and deliver to the Purchaser a declaration of trust (the "**Declaration of Trust**") wherein it will confirm that, from and after the Closing Date, it is holding the title to the Property for and on behalf of the Purchaser, to the extent of the Purchaser's Land Interest, in the place and stead of the Vendor.

11.4 The Purchaser acknowledges that the registered title to the Property shall at all times be in the name of the Nominee.

12. NO RIGHT TO USE, OCCUPY OR ACCESS

12.1 The Purchaser agrees that it hereby waives all rights of use, occupation and rights of access to the Property, and any part thereof, in order to facilitate the future rezoning and ultimate subdivision and re-development of the Property, for the benefit of all Co-Owners. The provisions of this Section 12 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date.

13. CO-OWNERS AGREEMENT

13.1 The Purchaser agrees that concurrent with its execution and delivery of this Agreement, the Purchaser shall execute and deliver the agreement or a counterpart of the co-

LV V25-LV V48,LV V212-LV V294-41423

owners agreement, a draft copy of which is annexed hereto as Schedule "C" (the "**Co-Owners Agreement**").

13.2 The Co-Owners Agreement shall govern, amongst other things, the following:

(a) the rights and obligations of the Purchaser, as owner and any other owners of undivided beneficial interests in the Property;

(b) any future sale, financing and/or development of the Property;

(c) procedures for consent and approvals by the Co-Owners (as such term is defined in the Co-Owners Agreement);

(d) appointing the Operator (as such term is defined in the Co-Owners Agreement) for and on behalf of the Co-Owners;

(e) the rights and obligations of the Operator of the Property;

(f) the obligation of the Nominee as registered holder of the title to the Property for an on behalf of the Co-Owners;

(g) the right to transfer or assign the Purchaser's Land Interest or any part thereof and the terms conditions to be satisfied with respect to any such assignment or transfer; and

(h) such other matters as are therein contained.

13.3 The Vendor shall not be obligated but shall have the right to retain an undivided beneficial interest in the Property to such extent as it may in its absolute discretion deem appropriate and thus be a co-owner thereof and with respect to such undivided beneficial interest it shall be subject to the terms of the Co-Owners Agreement and entitled to exercise the rights of a Co-Owner.

14. SUBDIVISION CONTROL PROVISIONS

14.1 The Vendor agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and this Agreement shall be effective to create an interest in the Property provided that the provisions of the *Planning Act* (Ontario) are complied with in connection with the transaction of sale and purchase of the Purchaser's Land Interest.

15. NO REPRESENTATIONS, WARRANTIES OR ADVICE

15.1 The Purchaser acknowledges that none of the Vendor, the Nominee, the Vendor's Agent nor anyone acting on its or their behalf has made any representations or warranties except as are expressly set forth in this Agreement or the Co-Owners Agreement, nor given any advice respecting the tax treatment relating to the purchase or disposition of the Purchaser's Land Interest or any part thereof or the Property, nor as to the timing of sale, rezoning or development of the Property nor with respect to any potential or anticipated profit to be derived or derivable from the Purchaser's Land Interest or the Property.

15.2 The Purchaser has been urged and advised to consult with the Purchaser's own respective advisors including legal and tax advisors, with respect to the purchase and other matters pertaining to the Property and the Purchaser's Land Interest and the Closing Documents.

LV V25-LV V48,LV V212-LV V294-41423

16. SOURCE OF FUNDS

16.1 The Purchaser hereby represents, warrants, confirms and acknowledges that the source of the Purchaser's funds:

(a) are not derived directly or indirectly from any crime;

(b) are not linked directly or indirectly to any terrorists or against anti terrorist laws;

(c) are not embargoed funds; and

(d) are not obtained in violation of any laws or seeking to escape or avoid any tax laws;

16.2 The Purchaser covenants that all payments and remittances shall strictly comply , at its own expense, with all regulatory or exchange control provisions in force on the Closing Date and applicable to this Agreement.

16.3 The provisions of this Section 16 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date

17. NOTICES

17.1 All notices required hereunder shall be in writing and in the English language and may be served either personally upon the parties or by electronic transmission namely by fax or email addressed to the Parties at their respective last known addresses, fax number or email address.

18. HEIRS, ASSIGNS, ETC.

18.1 This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective heirs , administrators, executors, successors and permitted assigns; provided that, the Purchaser shall not be entitled to assign this Agreement or any of its rights hereunder without the prior written approval of the Vendor, which approval may be withheld in its absolute discretion.

19. SUPERCEDING AGREEMENT

19.1 This Agreement shall supercede any and all previous discussions, representations, agreements or understandings made by or on behalf of either of the parties hereto for or relating to the purchase and sale of the Purchaser's Land Interest.

20. SCHEDULES

20.1 Schedules "A", "B" and "C" annexed hereto form an integral part of this Agreement and shall be read together with this Agreement.

21. COUNTERPARTS

21.1 This Agreement may be executed in any number of counterparts and by original or facsimile signature with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement.

LV V25-LV V48,LV V212-LV V294-41423

22. LAWS AND JURISDICTION-ONTARIO

22.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

23. CAPTIONS

23.1 The captions of the sections of this Agreement are for convenience only and do not amplify or limit in any way the provisions hereof.

24. EFFECT OF PARTIAL INVALIDITY ON THIS AGREEMENT

24.1 In the event that any provision of this Agreement is illegal, void or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

25. FACSIMILE DOCUMENTS

25.1 The parties agree to accept facsimile executed documents, including Closing Documents, as if they were originally signed documents.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SET OUT BELOW.

WITNESSED BY:

DATE OF EXECUTION: 2015-03-18

THE PURCHASER

CHIAKI HAYASHI
Print Name of Witness

HIRONORI KOBAYASHI
Print Name of Purchaser

✓ SIGNATURE OF WITNESS

Signature of Witness

SIGNATURE OF PURCHASER ★

Signature of Purchaser

Witness Identification Number

HST Number:

804960508RT0001

LV V25-LV V48,LV V212-LV V294-41423

✓

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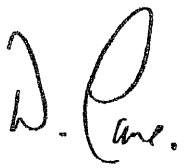
DATE OF EXECUTION: 2015-5-8
THE VENDOR:
TSI-LV V INTERNATIONAL CANADA INC.

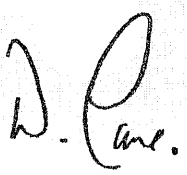
Per: 

Name:
Title:
HST Number: 82147 9797 RT0001

I/We have the authority to bind the Corporation.

DATE OF EXECUTION: 2015-5-8

THE NOMINEE:
LONDON VALLEY V INC.

Per: 

Name:
Title:
I/We have the authority to bind the Corporation.

SCHEDULE "A" – PURCHASER(S) PARTICULARS

Information Concerning Purchaser:

PURCHASER:

Full Name: HIRONORI KOBAYASHI

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: 413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Home Telephone: 81-776-27-5321 Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: hironori@kobird.co.jp

Country of Birth: JAPAN

The following have been provided to the Vendor:

(✓) Driver's Licence ( ) Passport ( ) Other_____

LV V25-LV V48,LV V212-LV V294-41423

SCHEDULE "B" – PROPERTY and NOMINEE

LEGAL DESCRIPTION OF PROPERTY

Lands and premises located in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lots 58 & 59 ETR Westminster Designated Parts 8 & 9, 33R2972; and PT LT 59, ETR Westminster as in 559255; Save & Except Part 1, Plan ER864297; City of London

LONDON VALLEY V INC.

REGISTERED HOLDER OF LEGAL TITLE TO PROPERTY

Office: 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3

Tel No: 1-905-602-7463

Fax No: 1-905-602-7460

LV V25-LV V48,LV V212-LV V294-41423

SCHEDULE "C" – CO-OWNERS AGREEMENT

LV V25-LV V48,LV V212-LV V294-41423

UNIT IDENTIFICATION NO. LV V25-LV V48,LV V212-LV V294

CO-OWNERS AGREEMENT

LONDON VALLEY V INC.

THIS CO-OWNERS AGREEMENT is dated the 30TH day of January 2015.

BETWEEN:

HIRONORI KOBAYASHI,

Identification:DRIVER'S LICENSE (528701029170)

Address:413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

(hereinafter referred to as the "**Purchaser**")

-and-

LONDON VALLEY V INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Nominee**")

-and-

TSI-LV V INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Vendor**")

-and-

LV V CAPITAL MANAGEMENT INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Operator**")

-and-

All other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of this Agreement

(hereinafter collectively referred to as the "**Co-Owners**")

WHEREAS:

1. Pursuant to a Sale and Purchase Agreement, the Vendor has sold to the Purchaser, and the Purchaser has purchased from the Vendor, an undivided beneficial interest in the Property;

2. The Nominee is the registered owner of the Property and has agreed to hold the Property as nominee and bare trustee for and on behalf of the Co-Owners from time to time;

3. Every purchaser of an undivided beneficial interest in the Property, every assignee of such purchaser, and every assignee of each such assignee, is required to execute and deliver a counterpart of this Agreement and shall be bound as a Co-Owner pursuant thereto; and

LV V25-LV V48,LV V212-LV V294-41423

4. This Agreement sets forth the provisions which govern the Co-Owners' ownership of undivided beneficial interests in the Property and any future sale, financing and/or development with the Property and their respective undivided beneficial interests therein.

NOW THEREFORE in consideration of the payment of the sum of One Dollar ($1.00) and other good and valuable consideration now paid by each party to the other, the receipt of which is hereby acknowledged, and of the premises and the mutual covenants herein contained, the parties hereto hereby covenant and agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall be deemed to have the following meanings:

(a) "**ASPE**" shall have the meaning ascribed thereto in Section 16 of this Agreement;

(b) "**Additional Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(c) "**this Agreement**", "**hereof**", "**herein**," "**hereunder**" and words to like effect, refer to this Co-Owners Agreement as a whole and not to any particular provision, as it may be amended, supplemented and/or restated from time to time;

(d) "**Business Day**" means any day of the week other than a Saturday, Sunday or a day which is a statutory holiday, in Ontario, Canada;

(e) "**Concept Planning Fund**" shall have the meaning ascribed thereto in Section 18 of this Agreement;

(f) "**Co-Owners**" means the owners from time to time of Interests and who have signed a counterpart of this Agreement, and shall include the Purchaser, as well as the Vendor to the extent that it retains any Interest, and "**Co-Owner**" means any of the Co-Owners;

(g) "**Co-Owners Record**" has the meaning ascribed thereto in Section 11 of this Agreement;

(h) "**CRA**" means the Canada Revenue Agency, established pursuant to the *Canada Revenue Agency Act*, S.C. 1999, c. 17, which administers tax laws of Canada, including under the *Income Tax Act*, for the Government of Canada;

(i) "**Declaration of Trust**" means the declaration of trust executed by the Nominee concurrently with the completion by a Co-Owner of the purchase from the Vendor of an Interest and pursuant to which the Nominee declares and confirms that it holds registered title to the Property in trust for and on behalf of such Co-Owner, to the extent of such Co-Owner's respective Interest. For greater certainty, "**Declaration of Trust**" includes the declaration of trust executed by the Nominee upon the completion by a Co-Owner of the Transfer of an Interest to a transferee in accordance with the provisions of this Agreement, and includes the declaration of trust executed by the Nominee in favour of the Vendor at the time of its acquisition of the Property;

(j) "**Designated Person**" shall have the meaning ascribed thereto in Section 10 of this Agreement;

LV V25-LV V48,LV V212-LV V294-41423

(k) "**Dispute**" shall have the meaning ascribed thereto in Section 31 of this Agreement;

(l) "***Excise Tax Act***" means the *Excise Tax Act* (Canada), as amended from time to time, including the regulations made pursuant thereto;

(m) "**HST**" means the harmonized sales tax payable pursuant to the *Excise Tax Act*, including the Province of Ontario's portion thereof;

(n) "***Income Tax Act***" means the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.), as amended from time to time, including the regulations made pursuant thereto;

(o) "**Initial Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(p) "**Interest**" means the undivided beneficial interest in the Property purchased by a Co-Owner pursuant to a Sale and Purchase Agreement, and includes any undivided beneficial interest in the Property continued to be owned by the Vendor, and "**Interests**" means every Interest;

(q) "***Land Transfer Tax Act***" means the *Land Transfer Tax Act*, R.S.O. c.L.6, as amended;

(r) "**LTT**" means the land transfer tax payable pursuant to the *Land Transfer Tax Act*;

(s) "**Net Income**" shall have the meaning attributed thereto in Section 6(j) of this Agreement;

(t) "**Notice Requisitioning an Ordinary Resolution**" shall have the meaning attributed thereto in Section 8 of this Agreement;

(u) "**Notice Requisitioning a Special Resolution**" shall have the meaning attributed thereto in Section 10 of this Agreement;

(v) "**Offer**" shall have the meaning attributed thereto in Section 19 of this Agreement;

(w) "**Operator**" means LV V CAPITAL MANAGEMENT INC., or the Designated Person that may be appointed as the Operator's replacement as determined in accordance with Section 10 of this Agreement;

(x) "**Ordinary Resolution**" means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 51% of the aggregate Interests in the Property;

(y) "**Planning Activities**" means the reports, plans, studies, audits, assessments, investigations, legal proceedings, procedures, filings, submissions, applications and/or any other actions taken or made in respect of or in furtherance of the rezoning of, or other land use planning matters related to, the Property;

(z) "**Property**" means the real property legally described on Schedule "1" annexed hereto;

(aa) "**Retained Interest**" shall have the meaning attributed thereto in Section 23 of this Agreement;

(bb) "**Sale and Purchase Agreement**" means the agreement of sale and purchase, or an agreement substantially in the form of the agreement of sale and purchase, entered into

LV V25-LV V48,LV V212-LV V294-41423

between the Vendor, as vendor, and each Co-Owner (other than the Vendor), as purchaser, pursuant to which each Co-Owner agreed to acquire its respective Interest in the Property. **"Sale and Purchase Agreements"** means every Sale and Purchase Agreement;

(cc) **"Special Resolution"** means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 85% of the aggregate Interests in the Property;

(dd) **"Transfer"** shall have the meaning ascribed thereto in Section 11 of this Agreement; and

(ee) **"Vendor"** means TSI-LV V INTERNATIONAL CANADA INC.

2. INTERPRETATION

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) the division of this Agreement into Articles, paragraphs, subparagraphs and schedules and the insertion of headings are provided for convenience only and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;

(b) all references to currency herein are references in Canadian dollars;

(c) any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto;

(d) any reference to an entity shall include and shall be deemed to be a reference to any entity that is a successor to such entity;

(e) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

3. TITLE

Legal title to the Property shall be held in the name of the Nominee, which shall hold such title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Vendor, to the extent of its Retained Interest, if any.)

4. MAILING ADDRESSES

The mailing address of the Nominee, the Vendor and the Operator shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee, the Vendor and/or the Operator may change its mailing address from time to time by giving notice in writing to that effect to all Co-Owners, pursuant to the notice provisions contained in this Agreement.

LV V25-LV V48,LV V212-LV V294-41423

5. REPRESENTATIONS AND WARRANTIES OF THE NOMINEE AND OPERATOR

(a) The Nominee represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite power, capacity and corporate authority to act as nominee and to perform its obligations under this Agreement;

(iii) it shall not carry on any business other than for the purposes set forth in this Agreement;

(iv) it holds and shall continue to hold legal title to the Property as nominee and bare trustee for and on behalf of each Co-Owner to the extent of each Co-Owner's Interest; and

(v) it shall only deal with the Property in the manner and as provided for in this Agreement.

(b) The Operator represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite capacity and corporate authority to act as Operator, and to perform its obligations under this Agreement; and

(iii) it shall comply with its obligations as provided for in this Agreement.

6. OPERATION AND MANAGEMENT OF THE PROPERTY

The Co-Owners hereby appoint the Operator and the Operator hereby accepts the appointment as the operator and manager of the Property and agrees to undertake such Planning Activities as the Operator may determine in its discretion, acting reasonably, are required to rezone the Property to such use or uses as the Operator shall determine, acting reasonably, and in the best interest of the Co-Owners. The Operator agrees to carry out such Planning Activities and to operate and manage the Property in good faith and in the best interest of the Co-Owners. The Operator agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and to proceed diligently to make all necessary applications to rezone the Property to such use or uses as the Operator shall determine, in its reasonable discretion, and to use its reasonable commercial efforts, at the cost and expense of the Co-Owners, with such costs to be defrayed out of the Concept Planning Fund initially, to obtain all necessary approvals and consents from applicable governmental authorities in connection therewith. Subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have such general powers and authority to administer, manage, control, operate, finance, refinance, develop, lease, grant easements and other rights in, under and over, the Property and to do any act, take any proceeding, make any decision and execute and deliver any instrument, deed, agreement, affidavit or document necessary for or incidental to any of the foregoing, for and on behalf and in the name of the Co-Owners, or as the Co-Owners may so direct by Special Resolution. No person dealing with the Operator

LV V25-LV V48,LV V212-LV V294-41423

will be required to enquire into the authority of the Operator to do any act, take any proceeding, make any decision or execute and deliver any instrument, deed, agreement or document for or on behalf or in the name of the Co-Owners.

Without limiting the generality of the foregoing provisions of this Section 6, but subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have the following specific powers and authorities without further authority or approval from the Co-Owners:

(a) to engage such professional advisers and consultants as the Operator considers advisable in order to perform its duties hereunder;

(b) to open and operate one or more bank accounts in its name, as agent for the Co-Owners in respect of the Property with a Canadian chartered bank or trust company, into which the Operator may deposit all rentals, if any, and other income earned from the Property (if any) (which for greater certainty shall not include the Concept Planning Fund), and out of which account(s) all expenses properly relating to the Property shall be paid, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of such funds to cover all such expenses;

(c) to execute, deliver and carry out all other agreements which require execution by or on behalf of the Co-Owners with respect to the Property, including without limitation, any agreements required by any governmental or statutory authority having jurisdiction over or with respect to the Property, development agreements, site plan agreements, cost sharing agreements, easements and rights of way;

(d) to enter into lease and/or tenancy arrangements in respect of the Property or any part thereof and to collect all rentals and other income therefrom, if any, provided that nothing herein shall constitute a guarantee by the Operator of the payment of any rent by tenants;

(e) to pay all taxes, fees and other expenses relating to the orderly maintenance and management of the Property out of the Concept Planning Fund, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of funds to cover all such expenses;

(f) to commence or to defend on behalf of the Co-Owners, the Nominee, or itself, any and all actions and other proceedings pertaining to the Property or to the Co-Owners;

(g) to determine the amount and type of insurance coverage, if any, to be maintained in order to protect the Property and the Co-Owners from all usual perils of the type covered in respect of comparable properties and in order to comply with the requirements of any lenders of funds;

(h) to retain, employ and pay and discharge on behalf of the Co-Owners all servants, employees, advisors, consultants and/or contractors necessary to be retained for the management and operation of the Property, including, without limitation, for matters relating to its rezoning and development;

(i) to contract on behalf of the Co-Owners for water, gas, electricity and other utility services and commodities, including cable and telephone services necessary for the development, operation and maintenance of the Property; and

LV V25-LV V48,LV V212-LV V294-41423

(j) to distribute the Net Income from the ownership, operation, use, financing, refinancing, and/or sale of the Property (if any) to each Co-Owner, proportionate to its respective Interest. For the purposes of this Agreement, "**Net Income**" shall mean the gross receipts (which, for greater certainty, shall not include the Concept Planning Fund) derived in any way from dealing with the Property, received by or on behalf of the Co-Owners from the ownership, operation, use, leasing, financing, refinancing, sale of, and/or development and/or any other dealing with of the Property, minus the aggregate of all proper expenses and charges incurred in connection therewith, calculated on an accrual basis, including:

(i) payment of principal and interest owing to mortgagees or other encumbrancers, or other lenders;

(ii) realty taxes, property tax assessments, charges or levies made by any duly constituted governmental or statutory authority, due and owing and secured by a right or apparent right to claim a lien or charge upon the Interests, or any of them, or the Property, and money due and owing from improvements to the Property secured by a lien or charge in favour of materialmen or workmen or trade contractors or other like persons or corporations upon the Interests, or any of them, or the Property;

(iii) all costs and expenses of any sale, financing or refinancing;

(iv) all development costs and expenses;

(v) all costs and expenses of operating, maintaining, leasing, managing, using, and/or developing the Property, and the costs and expenses of repair;

(vi) lighting, electricity and public utilities costs and expenses;

(vii) professional fees reasonably attributed to the Property, its operation, use, financing, refinancing, sale and/or development;

(viii) all other costs, expenses or disbursements which are properly attributable to the Property, except payments to the Co-Owners on account of capital or distribution of Net Income; and

(ix) reserves in such amount as deemed appropriate by the Operator from time to time, including without limitation for the purposes of replacement of major equipment, major renovations and repairs, leasehold improvements, marketing costs and any other reserves normally required for the prudent operation, use, financing, refinancing, sale and/or development of a like property.

Each Co-Owner shall have a proportionate beneficial interest in all of the gross cash receipts derived from the Property and shall be responsible for its proportionate share of the expenses and charges incurred in connection with the Property, in each case proportionate to its respective Interest. Each Co-Owner hereby irrevocably directs the Operator to pay its proportionate share of such expenses and charges out of its proportionate share of such gross cash receipts, as well as out of the Concept Planning Fund.

Each Co-Owner hereby confirms and acknowledges that neither the Operator nor any of its officers, directors, employees, advisors, consultants, agents or representatives has made any warranty or representation, or given any advice:

LV V25-LV V48,LV V212-LV V294-41423

(k) as to or in respect of the tax treatment of the purchase, disposition or holding of the Interest by a Co-Owner; or

(l) as to the timing of the rezoning or sale or development of the Property or the returns attainable by the Co-Owners upon a sale or lease of or other dealing with the Property.

Each Co-Owners acknowledges that he has been advised to seek his own independent legal and tax counsel prior to entering into a Sale and Purchase Agreement and this Agreement.

7. AUTHORITY TO WITHHOLD

The Operator is authorized to withhold any amounts required to be withheld from any distribution or other payment to a Co-Owner pursuant to the provisions of the *Income Tax Act* and to make payment of any such amount on behalf of a Co-Owner to the CRA, on account of taxes as may be required by law.

8. POWERS EXERCISABLE BY ORDINARY RESOLUTION

Notwithstanding anything to the contrary contained in this Agreement, the following powers shall only be exercisable by the Operator after an Ordinary Resolution is passed by the Co-Owners:

(a) approving the sale or exchange of all or any part of the Property (other than the sale of Interests by the Operator pursuant to Sale and Purchase Agreements);

(b) approving a proposal or plan to develop the Property;

(c) subject to Section 17, consenting to the amendment of this Agreement, provided that, no amendment to this Agreement shall impose or increase any financial or other obligations upon any of the Nominee of the Operator, or in any way adversely affect the Nominee or the Operator, without the prior written approval of the Nominee or the Operator, as the case may be;

(d) approving or ratifying the making of an Additional Advance by the Operator, in accordance with Section 18; or

(e) requiring that the financial statements for the Property be audited.

Other than a matter which under the terms of this Agreement requires a Special Resolution, the Operator may at any time and from time to time by notice in writing to all Co-Owners substantially in the form annexed hereto as Schedule "2" (the "**Notice Requisitioning an Ordinary Resolution**") request the Co-Owners to consider and approve any matter relating to the Property not requiring a Special Resolution. The Notice Requisitioning an Ordinary Resolution shall specify with reasonable detail the matter to be approved by the Co-Owners.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution. If the Operator fails to deliver such Notice Requisitioning an Ordinary Resolution within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or a group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the

LV V25-LV V48,LV V212-LV V294-41423

Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution which the Operator failed to deliver within the time provided in this Section 8 for the Operator to do so.

9. POWERS EXERCISABLE BY SPECIAL RESOLUTION

The following powers shall only be exercisable by Special Resolution passed by the Co-Owners:

(a) terminating the appointment of the Operator and appointing a new Operator from time to time, in accordance with the provisions of Section 10;

(b) instituting or continuing an action or suit against the Operator for damages based upon the fraud or gross negligence of the Operator in the performance of its obligations under this Agreement;

(c) requiring the Operator to remove the incumbent independent firm of chartered accountants qualified in Canada appointed pursuant to Section 16 and requiring the Operator to appoint a replacement; or

(d) apppointing a replacement for the Nominee in the event that the Nominee should be wound up or dissolved or be declared a bankrupt, such replacement to hold legal title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Operator if it retains any Retained Interest.)

10. CONTROL AND AUTHORITY VESTS WITH CO-OWNERS

The Co-Owners may by Special Resolution terminate and remove the Operator (in its capacity as Operator and not as a Co-Owner)and appoint a new Operator in its place and stead. Such new Operator shall be bound by all of the terms of this Agreement and shall execute an agreement confirming that it is bound under this Agreement as if it was an original signatory thereto.

Upon termination, the Operator terminated shall forthwith upon request of the person designated in the Special Resolution as the replacement Operator (the "**Designated Person**") do the following:

(a) deliver all agreements, documents, instruments, books and records and writings relating to the Property in its possession to the Designated Person, including, without limitation, the Co-Owners Record;

(b) execute and deliver such consents, acknowledgements and assignments pertaining to the Property and any Planning Activities as the Designated Person may require;

(c) cause its representatives on the board of directors of the Nominee to execute resignations as directors and officers forthwith after being required to do so by the Designated Person, provided the Nominee shall continue to indemnify such directors and officers in accordance with its by-laws in existence at the date hereof;

(d) execute and deliver a release in form and content satisfactory to the Designated Person, acting reasonably, releasing the Nominee and the Co-Owners from any liability, provided that: (i) the release by the Operator shall not release the Co-Owners from their obligation to continue to indemnify the Operator pursuant to Section 21 hereof; and (ii) the

LV V25-LV V48,LV V212-LV V294-41423

Operator receives a release in form and content satisfactory to the Operator, acting reasonably, executed by the Nominee and by the Designated Person for and on behalf of itself and each of the Co-Owners, releasing the Operator from any liability, and the Co-Owners expressly acknowledge and agree that the Designated Person shall have the power and authority to deliver such release, without any further approval or authorization required from the Co-Owners;

(e) do all things necessary and execute all necessary documents to effect the change of shareholders of the Nominee as directed by the Designated Person; and

(f) otherwise co-operate and assist to carrying out and giving effect to each of the actions set out in Section 10(a), (b), (c), (d) and (e) above.

The Operator may at any time and from time to time by notice in writing, substantially in the form annexed hereto as Schedule "3" (the "**Notice Requisitioning a Special Resolution**") to all Co-Owners, request the Co-Owners to consider and approve any matter relating to the Property requiring a Special Resolution pursuant to the terms of this Agreement. The Notice Requisitioning a Special Resolution shall specify with reasonable detail the matter to be considered and approved by Special Resolution.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning a Special Resolution with respect to any matter relating to the Property, including any matter requiring a Special Resolution pursuant to this Agreement. If the Operator fails to deliver such Notice Requisitioning a Special Meeting within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the Notice Requisitioning a Special Resolution which the Operator failed to deliver within the time provided in this Section 10 for the Operator to do so.

11. CO-OWNERS RECORD AND TRANSFERS OF INTEREST

The Operator shall record and at all times maintain and keep up to date a record of the names, addresses and other contact information for the Co-Owners, and the Interest held by each of the Co-Owners as well as particulars of any Transfer of Interests (collectively, the "**Co-Owners Record**").

No Co-Owner shall sell, transfer, assign, mortgage, pledge, grant a security interest or otherwise encumber or dispose of its Interest in the Property (each, a "**Transfer**"), except in compliance with any applicable requirements of the *Securities Act* (Ontario) and any other applicable legislation and otherwise in accordance with the provisions of this Agreement, if and to the extent required.

A Co-Owner may Transfer an Interest or part thereof provided that such Co-Owner complies and satisfies each of the following conditions:

(a) the transferor first delivers to the Operator an original or notarial copy of the executed document or instrument effecting the Transfer which shall be in such form as may be acceptable to the Operator, acting reasonably;

(b) the transferee agrees in writing and in such form as may be acceptable to the Operator, to be bound by the terms of this Agreement and upon completion of the Transfer to

LV V25-LV V48,LV V212-LV V294-41423

assume the obligations of the transferor under this Agreement in respect of the Interest subject to the Transfer;

(c) the transferor delivers or causes to be delivered to the Operator a direction addressed to both the Nominee and the Operator, in form and substance satisfactory to the Operator and the Nominee, directing the Nominee to execute and deliver a Declaration of Trust for the Interest subject to the Transfer in favour of the transferee;

(d) the transferee pays such costs, expenses and disbursements, including legal fees, as are reasonably incurred by the Operator by reason of the Transfer;

(e) the transferee pays all applicable HST pursuant to the *Excise Tax Act*, and all applicable LTT pursuant to the *Land Transfer Tax Act*, and makes or causes to be made any and all necessary filings, payments and remittances within the time periods required therefor under the provisions of the *Excise Tax Act* and the *Land Transfer Tax Act* and the respective regulations thereunder;

(f) the transferor either provides the transferee with evidence reasonably satisfactory to the transferee that the transferring Co-Owner is not then a "non-resident" of Canada within the meaning of the *Income Tax Act* or provide the transferee with a certificate pursuant to subsection 116(2) of the *Income Tax Act* with a certificate limit in an amount not less than the purchase price for the Interest subject to the Transfer; provided that if such evidence or certificate is not forthcoming, the transferee shall be entitled to make the payment of tax required under section 116 of the *Income Tax Act* and to deduct such payment from the purchase price for the Interest subject to the Transfer;

(g) the transferee executes and delivers to the Operator a counterpart of the Agreement; and

(h) the transferor provides such other documents, agreements, acknowledgements and confirmations as may be required by the Operator or by law (including compliance by the transferring Co-Owner with the provisions of the *Securities Act* (Ontario) if and to the extent applicable).

When a transferee of an Interest is entitled to become a Co-Owner pursuant to the provisions hereof, the Operator will:

(i) record a Transfer of the Interest; and

(j) forward a Declaration of Trust to the transferee in respect of the Interest so transferred.

For the avoidance of doubt, a Transfer by Co-Owner may include a transfer into trust, in which case the terms "sale and purchase agreement", "Purchaser", "purchase", "purchased", and "sale", wherever such terms appear in this Agreement, shall be read so as to recognize that such Transfer is not a purchase and sale transaction between a Co-Owner and a purchaser but a transaction in the nature of a transfer into trust by the transferring Co-Owner to a trustee. Nothing in this Section 11 shall be construed to affect the provisions of Section 12 of this Agreement.

12. OPERATOR NOT BOUND TO SEE TO TRUST OR EQUITY

Other than pursuant to the terms of the Declaration of Trust, the Operator shall not be bound to see to the execution of any trust, express, implied or constructive, or any charge, pledge or equity to which any Interest is subject, or to ascertain or inquire whether any sale or transfer of any such Interest by any Co-Owner or by his personal representatives is authorized by such trust, charge, pledge or equity, or to recognize any person having any interest therein except for the person or persons recorded by the Operator as the Co-Owner.

LV V25-LV V48,LV V212-LV V294-41423

13. INCAPACITY, DEATH, INSOLVENCY OR BANKRUPTCY

Where a person becomes entitled to an Interest by incapacity, death, insolvency or bankruptcy of a Co-Owner or otherwise by operation of law, in addition to the requirements of Section 11 hereof, that person will not be recorded as or become a Co-Owner until:

(a) he produces evidence satisfactory to the Operator of such entitlement; and

(b) he has delivered such other evidence, approvals and consents in respect of such entitlement as the Operator may require and as may be required by applicable law or by this Agreement.

14. DECLARATIONS OF TRUST

A separate Declaration of Trust shall be executed and delivered by the Nominee to each Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of a Co-Owner to the extent of the Co-Owner's Interest. Provided that the Transfer of an Interest has been effected in accordance with the provisions of Section 11 of this Agreement, a separate Declaration of Trust shall be executed and delivered by the Nominee to each transferee Co-Owner of an Interest from a transferring Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of the transferee Co-Owner to the extent of such Co-Owner's Interest.

15. LOST DECLARATIONS OF TRUST

Where a Co-Owner by notice in writing advises the Operator that the Declaration of Trust with respect to such Co-Owner's Interest has been defaced, lost or destroyed or wrongly taken, the Operator may cause a new Declaration of Trust to be issued, provided that the Co-Owner files with the Operator an indemnity in such form as is satisfactory to the Operator to indemnify the Operator, the Nominee and the other Co-Owners from any loss, cost, liability or damages that it or they may incur or suffer by complying with the request to issue a new Declaration of Trust, and provided further that the Co-Owner satisfies all other reasonable requirements of the Operator, including delivery of a form of proof of loss.

16. BOOKS AND RECORDS AND FINANCIAL REPORTS

The Operator will keep or cause to be kept on behalf of the Co-Owners at the Operator's principal place of business in Ontario:

(a) full and accurate books of account and records of all financial transactions relating to the Property including, without limitations, the receipts and expenditures relating to the Property and the Concept Planning Fund;

(b) the Co-Owners Record setting out the name and address of each Co-Owner; and

(c) copies this Agreement and all counterparts.

At any time upon 10 Business Days written notice to the Operator a Co-Owner may request the Operator to examine any of the documents noted in clauses (a) and (b) above at the office of the Operator and may take copies thereof provided that such requesting Co-Owner pays the reasonable cost to the Operator for making such copies, provided further that any such requesting Co-Owner shall have first provided an affidavit and undertaking, in form and substance satisfactory to the Operator, acting reasonably, duly sworn before a notary public or other individual authorized to administer oaths in the jurisdiction of residence of the

LV V25-LV V48,LV V212-LV V294-41423

Purchaser, stating: (aa) the name and address of such requesting Co-Owner, and that the Co-Owner is a Co-Owner; (bb) that the Co-Owners Record shall not be used by the requesting Co-Owner or any other person except in connection with a *bona fide* effort to influence the voting by Co-Owners on an Ordinary Resolution or a Special Resolution; (ccc) that the information so provided is subject to applicable privacy rules and regulations; (ddd) that none of the information provided pursuant to clause (a) above shall be disclosed by or on behalf of the requesting Co-Owner to any person who is not a Co-Owner, that such information is proprietary to the Operator and the Co-Owners, and that its disclosure could cause irreparable harm to the other Co-Owners and the Operator; (eee) that the requesting Co-Owner will not, directly or indirectly, offer for sale or purchase, or otherwise traffic in, a list or copy of a list of the Co-Owners or any information contained in the Co-Owners Record; (fff) the requesting Co-Owner acknowledges and agrees that in the event of a breach of any of the covenants, provisions and restrictions in affidavit, the Co-Owners' and Operator's remedy in the form of monetary damages may be inadequate and that the Operator, for itself and on behalf of the other Co-Owners, shall be authorized and entitled, in addition to all other rights and remedies available to it and them, to apply for and obtain from any court of competent jurisdiction interim and permanent injunctive relief and an accounting of all profits and benefits arising out of such breach; and (ggg) that the requesting Co-Owner shall indemnify and hold harmless the Operator and the Nominee and the other Co-Owners from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee or the other Co-Owners by reason of any breach by such requesting Co-Owner of any of the covenants, provisions and restrictions contained in the affidavit.

The Operator shall provide or cause to be provided to each Co-Owner not later than 120 days after the end of each calendar year, financial statements showing the financial results for the Property for such calendar year. The Operator shall retain, at the expense of the Co-Owners, an independent firm of chartered accountants qualified in Canada to prepare such financial statements. Such financial statements shall contain a balance sheet, and a statement of cash flows and shall be prepared in accordance with Canadian accounting standards for private enterprises ("**ASPE**") applicable to the real estate industry in Canada and applied on a consistent basis from year to year. The financial statements shall not be required to be audited unless the Co-Owners by Ordinary Resolution require audited financial statements. For greater certainty, the funds in the Concept Planning Fund are hereby recognized as being the funds of the Operator, not of the Co-Owners.

17. AMENDMENT OF AGREEMENT

This Agreement may be amended in writing on the initiative of the Operator with the consent of the Co-Owners given by Ordinary Resolution. Notwithstanding the foregoing, the Operator may, without any prior notice to or consent from the Co-Owners amend any provision of this Agreement from time to time:

(a) to cure an ambiguity or to correct or supplement any provision contained herein which, in the reasonable opinion of the Operator, may be defective or inconsistent with any other provision contained herein, and with respect to which the cure, correction or supplemental provision does not and will not adversely affect the Interests of the Co-Owners; or

(b) to make such other provisions in regard to matters or issues relating to or arising under this Agreement which, in the reasonable opinion of the Operator, do not and will not adversely affect the Interests of the Co-Owners.

LV V25-LV V48,LV V212-LV V294-41423

The Operator agrees to inform the Co-Owners by written notice within 60 days following the effective date of an amendment to this Agreement and provide copies of the amending agreement within the said 60 days.

18. PLANNING ACTIVITIES AND CONCEPT PLANNING FUND

As agent for the Vendor, the Operator shall deposit an amount equivalent to the Concept Planning Fund Contribution (as such term is defined in each Sale and Purchase Agreement) received by the Vendor under every completed Sale and Purchase Agreement into a single, segregated account (the "**Concept Planning Fund**") to be in the name of the Operator and to be used by the Operator solely for the purpose of paying the costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities, and those costs and expenses enumerated in Section 6(j) of this Agreement.

The Concept Planning Fund is intended to be a deposit account. Each Co-Owner's respective proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Co-Owner following completion of the sale of the Property. Each Co-Owner's share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of this Agreement) will be paid by the Co-Owner and deducted from his proportionate share of any sale proceeds receivable by him, if and when the Property is sold or otherwise disposed of. Each Co-Owner hereby irrevocably authorizes and directs the Operator to withhold from his proportionate share of any amounts otherwise receivable by it under this Agreement the amount of any such shortfall, and to pay such amount to the Operator.

The Operator shall keep proper and accurate records and details of all expenses paid out of the Concept Planning Fund, and at the request of the Vendor, provide access to the Vendor's representatives to such records and details of expenses to permit the Vendor to satisfy itself that such expenses were paid in accordance with the provisions of this Agreement.

The Operator shall prepare, perform and take or cause to be prepared, performed and taken all Planning Activities as it determines in its reasonable discretion are necessary for and on behalf of the Co-Owners including, without limitation, the following:

(a) surveys and concept plans in connection with the rezoning of the Property;

(b) in the reasonble discretion of the Operator, engage all consultants and professionals including, without limitation, legal counsel with respect to rezoning of the Property or any other Planning Activities;

(c) enter into or request the Nominee to enter into and deliver any documents, consent, acknowledgements or agreements including, without limitation, easements, rights in the nature of an easement, transfers, undertakings, applications, appeals and/or any other similar or related agreements or documents which may be required in the reasonable discretion of the Operator in connection with the Planning Activities;

(d) pay for all costs and expenses associated with Planning Activities, municipal property taxes and the cost of maintaining the Property, out of the Concept Planning Fund, and if insufficient, out of additional funds provided by the Co-Owners; and

(e) keep detailed records and accounts for or pertaining to the Planning Activities.

LV V25-LV V48,LV V212-LV V294-41423

If the amount set aside in the Concept Planning Fund is not sufficient to defray all costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities and those costs and expenses enumerated in Section 6(j) of this Agreement, the Operator, in the exercise of its absolute discretion, and without the approval of the Co-Owners, may advance to the Co-Owners an amount or amounts on account of such shortfall to a maximum of 5% of the aggregate purchase prices paid by all Co-Owners for their respective Interests(collectively, the "**Initial Advance**"). The Initial Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance made to the Co-Owners out of the proceeds of the sale of the Property.

If the cost of Planning Activities exceeds the combination of the Concept Planning Fund and the Initial Advance, the Operator, as it deems necessary in the exercise of its absolute discretion but subject to the approval of the Co-Owners by way of an Ordinary Resolution, may advance to the Co-Owners additional amounts as may be required for such purposes (collectively, the "**Additional Advance**"). The Additional Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, after repayment of the Initial Advance, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance and the Additional Advance made to the Co-Owners out of the proceeds of the sale of the Property.

19. SALE OF THE PROPERTY

Any offer to purchase the Property received by the Operator or the Nominee, which the Operator deems acceptable (the "**Offer**") shall be presented to all of the Co-Owners for consideration and if approved by an Ordinary Resolution such Offer shall be accepted by the Nominee and such acceptance shall be binding upon all of the Co-Owners. Any sale of the Property by the Nominee resulting from an Offer the acceptance of which was approved by an Ordinary Resolution of the Co-Owners shall be deemed to include the sale by the Co-Owners of the Interests.

The Co-Owners hereby agree that Operator shall have the right, exercisable by notice in writing to the Co-Owners within 30 days after the Co-Owners have passed an Ordinary Resolution to accept the Offer, to purchase the Property at the same price and on the same terms and conditions as are contained in the Offer approved by Ordinary Resolution of the Co-Owners.

If the Operator fails to provide the notice exercising its right to purchase the Property on the same terms and conditions as are contained in the Offer within the said 30 days, then the Nominee shall accept the Offer and complete the transaction with the party that made the Offer the acceptance of which was approved by Ordinary Resolution of the Co-Owners.

20. HST AND LTT

Each of the Co-Owners hereby authorizes the Operator to make any and all filings, payments and/or remittances for HST with respect to the purchase by each Co-Owner of his respective Interest and any other payments of HST applicable to the services provided to the Nominee or in respect of the Property or the Interest of a Co-Owner.

Each Co-Owners hereby authorizes the Operator to carry out any HST reporting or filing obligations that are required in respect of the Interests or the Property. Such authority shall

LV V25-LV V48,LV V212-LV V294-41423

include the execution of any documents that have to be or which may be advisable to be executed under the *Excise Tax Act*. The Operator shall to the extent required under the *Excise Tax Act* make and satisfy all filing and reporting obligations of a Co-Owner with respect to the Interest of the Co-Owner and shall provide each Co-Owner with copies of such filings and reports.

Each of the Co-Owners hereby authorizes the Operator to make any and all filings payments and/or remittances, from funds provided by the Co-Owner, relating to LTT arising from the purchase by each Co-Owner from the Vendor of his respective Interest in the Property. For greater certainty, each of the Co-Owners hereby authorizes the Operator on behalf of the Co-Owner and with the Co-Owner's funds to make any and all payments, remittances and filings under the provisions of the *Land Transfer Tax Act* relating to LTT and within the time period required therefor under the *Land Transfer Tax Act*, arising from the acquisition and/or ownership of the Interest. The Operator shall provide each Co-Owner with copies of such filings and evidence of the payments and remittances upon the written request of a Co-Owner.

21. POWER OF ATTORNEY

Each Co-Owner hereby nominates, constitutes and appoints each of the Operator and the Nominee, acting alone or together, with full power of substitution, as his true and lawful attorney and agent with full power and authority in his name, place and stead, for his use and benefit, to do the following, as fully and effectually as the Co-Owner could do if personally performed including, without limitation:

(a) execute and deliver all such documents or instruments on behalf of and in the name of the Co-Owners, or any of them, as may be deemed necessary by the Operator to carry out fully the provisions of this Agreement in accordance with its terms;

(b) execute, swear to, acknowledge, deliver, file and/or remit to or with the Ministry of Finance (Ontario) pursuant to the *Land Transfer Tax Act*, as amended, all necessary returns and payment or remittances in connection with the acquisition by the Co-Owners of their respective Interests in the Property;

(c) execute, acknowledge, deliver and file and/or remit to or with the CRA, all necessary instruments, declarations, certificates and other documents, and remittances relating to HST;

(d) execute, acknowledge, deliver and file as and where required any election made pursuant to subsection 273(1) of the *Excise Tax Act* as contemplated in each Purchase Agreement;

(e) execute and deliver all conveyances, agreements, documents and other instruments pertaining to the sale, development, redevelopment, financing, refinancing or leasing of the Property as the Operator determines in its sole discretion is in the best interests of the Co-Owners, and as permitted by this Agreement or authorized by Ordinary Resolution or Special Resolution of the Co-Owners; and

(f) execute, acknowledge, deliver and file any and all CRA non-resident personal income tax returns.

Each Co-Owner acknowledges and confirms that the power of attorney granted herein is made pursuant to the *Powers of Attorney Act* (Ontario) and is a power coupled with an interest, will survive the death, disability or other legal incapacity of the Co-Owner and will survive the assignment (to the extent of the Co-Owner's obligations hereunder) by the Co-Owner of the whole or any part of his Interest and extends to the heirs, executors, administrators, successors

LV V25-LV V48,LV V212-LV V294-41423

and assigns of the Co-Owner and may be exercised by the Operator or the Nominee, acting alone or together, executing on behalf of the Co-Owners, or any of them, any instrument, by listing all of the Co-Owners to be bound by such instrument with a single signature as attorney and agent for all of them, or otherwise. Each of the Co-Owners agrees to be bound by any representations and actions made or taken in good faith and in accordance with the terms of this Agreement by the Nominee and/or the Operator pursuant to such power of attorney in accordance with the terms hereof and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the Nominee or the Operator taken in good faith under such power of attorney. The Operator shall, at the written request of a Co-Owner, provide such Co-Owner with copies of any of the documents or instruments executed, sworn, delivered, acknowledged or remitted by the Operator for and on behalf of that Co-Owner only under the power of attorney provided for in this Section 21.

22. INDEMNIFICATION

Each of the Co-Owners hereby agrees, severally and not jointly or jointly and severally, to indemnify and hold harmless the Operator and the Nominee from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee, or by any one or more attorneys appointed by it or them under the power to substitute pursuant to the power of attorney provision contained in Section 21 above, by reason of acts, omissions or alleged acts or omissions arising out of the activities of the Operator or the Nominee on behalf of the Co-Owners or in furtherance of the Interests of the Co-Owners but only if the acts, omissions or the alleged acts or omissions in respect of which any actual or threatened action, proceeding or claim are based, were performed in good faith and in accordance with the Agreement.

23. VENDOR'S RIGHT TO RETAIN AN INTEREST

The Co-Owners acknowledge and agree that the Vendor has the right, but not the obligation, to retain an undivided beneficial Interest in the Property (a "**Retained Interest**"), to whatever extent it wishes, and the Vendor to the extent of any such Retained Interest shall for the purposes of this Agreement be a Co-Owner and be deemed to be bound by this Agreement. The Vendor may at any time and from time to time Transfer and assign all or any part of such Retained Interest to any person or persons it deems appropriate and upon such Transfer or assignment, the assignee or transferee thereof shall execute a counterpart of this Agreement and shall be a Co-Owner to the extent of the Retained Interest so transferred or assigned.

24. COMPETING INTERESTS

Each of the Co-Owners and the Operator is entitled, without the consent of any of the others of them, to own property and to carry on any business or activity whatsoever, whether of the same or different nature as that owned by or carried on by any of them, and whether or not in competition with the Interests, the Property or any activity carried on by any of them, and neither any Co-Owner nor the Operator shall be liable to account to any of the other of them.

25. NOTICES

Any notice or communication required or permitted to be given to the Nominee, the Vendor, the Operator or the Co-Owners hereunder shall be in writing and shall be given by delivery or by mailing to same to be addressed as follows:

(a) To the Nominee, the Vendor or the Operator, at its respective mailing address provided in Section 4 above.

LV V25-LV V48,LV V212-LV V294-41423

(b) To each Co-Owner at his last address shown on the Co-Owners Record maintained by the Operator.

Any notice or communication delivered as aforesaid shall be in the English language but may be accompanied by an unofficial translation and shall be deemed to have been given to the addressee on the day of delivery, if delivered by courier or, if mailed as aforesaid, shall be deemed to have been given to the addressee on the 10th Business Day following the mailing of such notice, provided that, for such purposes, no day during which there shall be a strike or other occurrence which shall interfere with normal mail services shall be considered a Business Day. If delivery of any notice or communication is made via fax, delivery shall be deemed to have been made on the day following the sending of the fax unless such day is not a Business Day, in which case delivery shall be deemed to have been made on the next Business Day.

26. FURTHER ACTS

The parties hereto agree to execute and deliver such further and other documents and to perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

27. BINDING EFFECT

Subject to the restrictions on Transfers herein contained, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and permitted assigns.

28. SEVERABILITY

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts, by original or facsimile signature, with the same affect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same agreement.

30. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, in the Country of Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

31. DISPUTE RESOLUTION

Any disputes, claims, disagreements, differences, (including, without limitation, interpretation, performance and enforcement) (collectively the "**Dispute**") that may arise between the Co-Owners or any of them and/or the Operator and/or the Nominee relating in any manner to this Agreement, the Property, or the Interests or any of them, shall attempted to be resolved by mediation and if such mediation is not successful, then by arbitration.

LV V25-LV V48,LV V212-LV V294-41423

Upon written demand of the Nominee, the Operator or the Co-Owners or any them and within 10 days after such demand, the parties shall attempt to appoint a mediator. If within such period of time they are unable to agree on a mediator, the Dispute shall be resolved by arbitration. If the parties to the Dispute are unable to agree upon a single arbitrator within 10 days after a demand has been made by any party to the Dispute to appoint a single arbitrator then, any party to the Dispute may apply, to a Justice of the Superior Court of Justice sitting in the City of Toronto, in the Province of Ontario, Canada for the appointment of an arbitrator.

The arbitration shall proceed in accordance with the provisions of the *Arbitration Act*, 1991 (Ontario) and any amendments or successor legislation thereto, which provisions shall apply *mutatis mutandis*. The arbitrator shall have the power to determine the procedure for the arbitration and to deliver his or her award notwithstanding the default by any party in respect of any procedural order made by the arbitrator.

The arbitrator shall proceed immediately to hear and determine the Dispute. The award of the arbitrator shall be made within 30 days after the appointment of the arbitrator, subject to any reasonable delay due to unforeseen circumstances. The award of the arbitrator shall be in writing and signed by the arbitrator, and shall be final and binding on the parties to the Dispute, not subject to any appeal, and the parties to the Dispute shall abide by the award and perform the terms and conditions thereof. The arbitration award shall deal with the costs of arbitration and all matters related thereto including the arbitrator's fees and expenses. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Unless otherwise mutually agreed, any mediation or arbitration of a Dispute shall take place in the Municipality of Metropolitan Toronto, in the Province of Ontario, in the Country of Canada.

32. NO INTENTION TO CREATE A PARTNERSHIP

The Co-Owners acknowledge, agree and declare that the entering into of this Agreement does not, and is not intended to, create a partnership, for any purpose. The Co-Owners further agree that nothing herein is to be construed as a limitation of the powers or rights of any Co-Owner to carry on its separate respective activities. Except for the Operator as contemplated in this Agreement, none of the Co-Owners shall have the right to bind any of the other Co-Owners, transact any business in any of the other Co-Owners names or on their behalf or incur any liability for or on behalf of any of the other Co-Owners. The Co-Owners agree that they shall each report their income or loss arising from the ownership of their Interests, for both accounting and income tax purposes, and to the applicable taxing authorities, as co-venture parties independent of one another, and not as partners in a partnership.

33. NO RIGHT TO PARTITION, ETC.

Each of the Co-Owners, by becoming a party to this Agreement, agrees and will be deemed to have agreed that he will not seek any remedy or right for the termination of this Agreement which would otherwise be available at law or in equity or for the termination of the co-ownership of the Property or which would otherwise be available pursuant to the *Partition Act*, R.S.O. 1980, c. 369,) and any amendments or successor legislation thereto, and each such Co-Owner shall be forever estopped from asserting otherwise and from seeking such remedy or right. In the event of any breach of the provisions of this Section 33 by a Co-Owner, the other Co-Owners and the Operator shall, in addition to all rights and remedies at law or in equity to which it is or they are otherwise entitled, be entitled to a decree or order

LV V25-LV V48,LV V212-LV V294-41423

perpetually restraining and enjoining such partition, application, action or other proceeding, and the first-mentioned Co-Owner shall not plead in defence thereto that there would be an adequate remedy at law, it being acknowledged by all the parties hereto that the injury and damages flowing from any such breach would be impossible to measure monetarily.

34. TIME

Time shall be of the essence of this Agreement.

35. REFERENCE DATE

This Agreement is dated for reference as of the 30TH day of January 2015.

IN WITNESS WHEREOF this Agreement is executed with effect as of the day and year first above written.

EXECUTED this 18TH day of MARCH 2015 with effect as of the day and year first above written.

CO-OWNER

WITNESS

SIGNATURE OF WITNESS

Signature of Witness

Print: CHIAKI HAYASHI

SIGNATURE OF CO-OWNER

Signature of Co-Owner

Print: HIRONORI KOBAYASHI

LV V25-LV V48,LV V212-LV V294-41423

EXECUTED this 8TH day of MAY, 2015 with effect as of the day and year first above written.

LONDON VALLEY V INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

EXECUTED this 8TH day of MAY, 2015 with effect as of the day and year first above written.

TSI-LV V INTERNATIONAL CANADA INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

LV V CAPITAL MANAGEMENT INC.

EXECUTED this 8TH day of MAY, 2015 with effect as of the day and year first above written.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

SCHEDULE "1"

Legal Description of Property

Lands and premises located in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lots 58 & 59 ETR Westminster Designated Parts 8 & 9, 33R2972; and PT LT 59, ETR Westminster as in 559255; Save & Except Part 1, Plan ER864297; City of London

LV V25-LV V48,LV V212-LV V294-41423

SCHEDULE "2"

NOTICE OF REQUISITION OF ORDINARY RESOLUTION

By Co-Owners

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____, 201_ .

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: HIRONORI KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV V25-LV V48,LV V212-LV V294

By Operator

NOTICE IS HEREBY GIVEN that the undersigned requests the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned signed to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____ , 201__.

LV V CAPITAL MANAGEMENT INC.

Per: _____

Name:
Title:
I have authority to bind the Corporation.

Appendix 1

FORM OF ORDINARY RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____, 201__.

Witness		**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: HIRONORI KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV V25-LV V48,LV V212-LV V294

Identification No. _____

SCHEDULE "3"

NOTICE OF REQUISITION OF SPECIAL RESOLUTION

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners to approve the Special Resolution attached hereto as Appendix I **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Special Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Special Resolution.

Dated the _____ day of _____, 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: HIRONORI KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV V25-LV V48,LV V212-LV V294

Identification No. _____

Appendix I

FORM OF SPECIAL RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____ , 201__.

Witness		**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: HIRONORI KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV V25-LV V48,LV V212-LV V294

Identification No. _____

DECLARATION OF TRUST

Cert. No. LV_V_JP_2548a4ac7ad6eddd035bced24ec6d964

Interest: 107/797TH

ID. 41423 UDI. LV V25-LV V48,LV V212-LV V294

This is to certify that HIRONORI KOBAYASHI is the owner of an undivided beneficial 107/797TH interest (the "Interest") representing a value of One Million and Seventy dollars of lawful money of Canada (C$1,070,000.00) in the real property located in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lots 58 & 59 ETR Westminster Designated Parts 8 & 9, 33R2972; and PT LT 59, ETR Westminster as in 559255; Save & Except Part 1, Plan ER864297; City of London (the "Property") and that LONDON VALLEY V INC., as the registered holder of title to the Property, declares and acknowledges that it is holding title to the Property in trust for and on behalf of HIRONORI KOBAYASHI, to the extent of the Interest.

Reference is made to the co-owners agreement (the "Agreement") dated for reference as of the 30TH day of January 2015 among the owner of the Interest named in the within Declaration of Trust, TSI-LV V INTERNATIONAL CANADA INC., LONDON VALLEY V INC., LV V CAPITAL MANAGEMENT INC. and all other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of the Agreement. The Agreement provides for certain rights and obligations of the owners of undivided beneficial interest in the Property.

This Declaration of Trust and the Interest represented hereby are not transferable by delivery but only by the registered holder hereof, or by his agent duly authorized in writing, upon compliance with the provisions of the Agreement, including delivery to TSI-LV V INTERNATIONAL CANADA INC. at its principal office in Mississauga, Ontario, of this Declaration of Trust together with a duly executed transfer of beneficial interest in the form required by TSI-LV V INTERNATIONAL CANADA INC.

IN WITNESS WHEREOF LONDON VALLEY V INC. and TSI-LV V INTERNATIONAL CANADA INC. have caused this Declaration of Trust to be signed by its duly authorized officers this 8TH day of MAY 2015.

LONDON VALLEY V INC.

Per: _____

Name:

Title:

I/We have authority to bind the Corporation

TSI-LV V INTERNATIONAL CANADA INC.

Per: _____

Name:

Title:

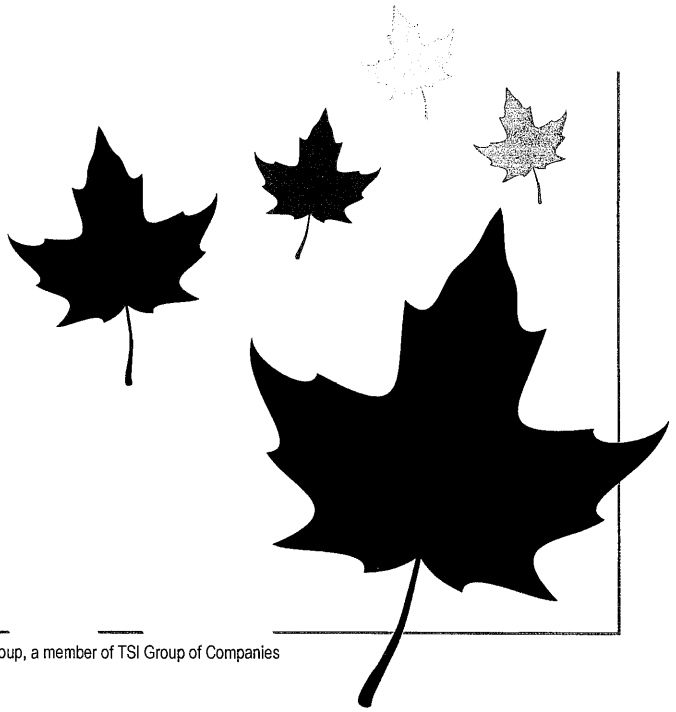
I/We have authority to bind the Corporation

JP 41420#
4/27/2015

TSI INTERNATIONAL

LONDON VALLEY V INC.

AKIKO KOBAYASHI



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UNIT IDENTIFICATION NO. LV V1-LV V24,LV V159-LV V211

AGREEMENT OF SALE AND PURCHASE dated the 18TH day of MARCH, 2015.

BETWEEN

AKIKO KOBAYASHI,

Identification: DRIVER'S LICENSE (527730357761)

Address: 413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Phone Number: 81-776-27-5321

(hereinafter referred to as the "**Purchaser**")

-and-

TSI-LV V INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario,

(hereinafter referred to as the "**Vendor**");

-and-

LONDON VALLEY V INC.,
a corporation incorporated under the laws of the Province of Ontario

(hereinafter referred to as the "**Nominee**")

WHEREAS:

A. The Vendor is the beneficial owner of an undivided interest in a parcel of land described in Schedule "B" annexed to this Agreement (the "**Property**") and title to which Property is registered in the name of the Nominee.

B. The Vendor is engaged in the business of land banking, the prime focus of which is to locate and purchase raw land and to endeavour to rezone the land through the applicable land development process to an approved use determined by the Vendor to be suitable and appropriate in all of the circumstances, and to thereby enhance the value of the land.

C. The Purchaser acknowledges that rezoning of the Property is uncertain and may take many years to achieve, often six years or longer, and that there can be no assurance that rezoning will be obtained, or if obtained, to permit for such use or uses as were requested and/or otherwise on terms and conditions that are satisfactory.

D. The Vendor may from time to time sell undivided beneficial interests in the Property to various purchasers.

E. The Purchaser acknowledges that real estate investments are generally subject to various risks, including a lack of liquidity, the highly competitive nature of the real estate industry, changes in general economic conditions (such as the availability and cost of mortgage funds), conditions of supply and demand for any particular type of real estate in the particular area, government regulations and changes thereto (including uncertainties and delays in zoning, subdivision and development regulatory approval processes, taxation of

LV V1-LV V24,LV V159-LV V211-41420

property and environmental legislation), changes in governments and the political environment in the jurisdiction where the real estate is located, and sensitivity to interest rates, among other factors.

F. The Purchaser acknowledges having had the opportunity to review this Agreement and its schedules with its advisors and to conduct such due diligence investigations as the Purchaser deemed appropriate with respect to all matters pertaining to the Property and to the Vendor.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. SALE OF UNDIVIDED BENEFICIAL INTEREST IN LAND

1.1 The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser a 77/797TH undivided beneficial interest in the Property (the "**Purchaser's Land Interest**").

1.2 The Purchaser's Land Interest will be identified by the following designated identification number: LV V1-LV V24,LV V159-LV V211

2. . PURCHASE PRICE

2.1 The Purchaser shall pay the aggregate sum of Ten Thousand Dollars of lawful money of Canada (C$10,000.00) for each 1/797TH undivided beneficial interest in the Property upon execution of this Sale and Purchase Agreement, of which Nine Thousand Three Hundred Dollars Only (C$9,300.00) of lawful money of Canada will be paid on account of the purchase price for such interest, and Seven Hundred Dollars Only (C$700.00) of lawful money of Canada will be paid into a segregated account known as the "Concept Planning Fund" (the "**Concept Planning Fund**") to be used to defray costs, expenses and fees to be incurred in connection with the Property, as more particularly hereinafter described and as described in the Co-Owners Agreement (as such term is hereinafter defined).

2.2 The Purchaser hereby agrees to purchase the Purchaser's Land Interest for a total purchase price of SEVEN HUNDRED SIXTEEN THOUSAND ONE HUNDRED DOLLARS ONLY of lawful money of Canada (C$716,100.00) (the "**Purchase Price**"), and to pay the amount of FIFTY THREE THOUSAND NINE HUNDRED DOLLARS ONLY of lawful money of Canada (C$53,900.00) into the Concept Planning Fund (the "**Concept Planning Fund Contribution**"). All references in this Agreement to payments of money being made shall mean lawful money of Canada.

2.3 The Purchase Price excludes applicable harmonized sales tax (the "**HST**") pursuant to the *Excise Tax Act*, R.S.C. 1985, c E-15, as amended (the "**ETA**") and the Purchaser agrees to pay the HST in addition to the Purchase Price and the Concept Planning Fund Contribution, unless the Purchaser has obtained and inserted (or instructed to be inserted) its HST registration number set forth below on the signing page of this Agreement, below its signature, prior to acceptance of this Agreement by the Vendor, in which case the Purchaser hereby represents and warrants that it is a registrant for HST purposes under the provisions of the ETA, under such registration number.

2.4 Included in the Purchase Price and the Concept Planning Fund Contribution, the Purchaser shall be responsible for the payment of land transfer tax ("**LTT**") under

the *Land Transfer Act*, R.S.O., c L.6. as amended (the "**LTTA**"), in the amount of NINE THOUSAND EIGHT HUNDRED SEVENTY SIX DOLLARS AND EIGHTY FIVE CENTS of lawful money of Canada (C$9,876.85).

2.5 The Purchaser covenants to pay, make and submit all necessary payments, filings and remittances within the time periods required therefor under the provisions of the ETA, if applicable, and the LTTA, and the regulations thereunder. The Purchaser hereby authorizes the Vendor on behalf of the Purchaser and with the Purchaser's funds, to make any and all payments, filings and remittances within the time periods required therefore under the provisions of the ETA relating to HST, if applicable, and under the provisions of the LTTA relating to LTT required to be made by the Purchaser arising from its acquisition of the Purchaser's Land Interest. While the Vendor agrees to assist the Purchaser in submitting such payments, remittances and filings, for greater certainty, nothing herein contained shall oblige the Vendor to make any payments or remittances from its own resources or funds and all such payments and remittances and filings shall be the Purchaser's obligation.

2.6 Funds in the Concept Planning Fund shall be applied towards defraying future costs of every nature and kind related to the Property, including property management costs, costs, fees, and services incurred in connection with planning activities, development submissions, subdivision applications, operational costs and all other activities and matters concerning or related to the Property, as determined by the Operator (as such term is defined in the Co-Owners Agreement) which would be incurred by or on behalf of the Purchaser as a Co-Owner. The Concept Planning Fund is intended to be a deposit account. The Purchaser's proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Purchaser following completion of the sale of the Property. The Purchaser's proportionate share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of the Co-Owners Agreement) will be paid by the Purchaser (in its capacity as a Co-Owner) and deducted from its proportionate share of any sale proceeds receivable by it, if and when the Property is sold or otherwise disposed of.

3. PAYMENT OF THE PURCHASE PRICE

3.1 The Purchaser hereby agrees that the Purchase Price, the Concept Planning Fund Contribution, and all other amounts due and payable hereunder, shall be paid to the Vendor on the Closing Date (as hereinafter defined). Following the Closing Date, the Vendor shall deliver the Concept Planning Fund Contribution to the Operator for deposit into the Concept Planning Fund.

3.2 All payments of the Purchase Price, the Concept Planning Fund Contribution, and such other amounts shall be made through the appointed agent (the "**Vendor's Agent**"), the Vendor's authorised agent and representative in the jurisdiction of residence of the Purchaser, and the Vendor hereby directs the Purchaser to make all such payments to the Vendor's Agent, who is authorised by the Vendor to acknowledge receipt of the Purchase Price and other amounts paid hereunder.

4. CLOSING DATE, DELIVERIES, COSTS, NON-MERGER

4.1 The date on which this Agreement is signed by the Purchaser and is accepted and signed by the Vendor and the Nominee shall be the "**Closing Date**". On the Closing Date, in addition to delivering the Purchase Price and this Agreement, the Purchaser agrees to deliver to the Vendor's Agent a copy of the Co-Owners Agreement signed by the Purchaser.

LV V1-LV V24,LV V159-LV V211-41420

4.2 Within ninety (90) days after the Closing Date, the Vendor agrees to deliver to the Purchaser the following documents (the "**Closing Documents**"):

(a) this Agreement, duly executed by the Vendor and the Nominee;

(b) a Declaration of Trust (as hereinafter defined), duly executed by the Nominee; and

(c) the Co-Owners Agreement (as hereinafter defined), duly executed by the Nominee and Operator (as therein defined).

4.3 The Vendor shall pay for the cost of drafting and/or settling the Closing Documents. The Vendor shall not be obligated to pay any other costs associated with the purchase of the Purchaser's Land Interest.

4.4 This Agreement shall be irrevocable by the Purchaser for a period of 120 days following its execution and delivery to the Vendor or the Vendor's Agent. This Agreement shall only become binding upon the Vendor and the Nominee following the Vendor and the Nominee having each accepted this Agreement as signified by its respective execution of this Agreement where indicated below.

4.5 All representations, warranties and covenants of the Purchaser as set out in this Agreement shall not merge upon closing but shall survive closing and the Closing Date.

5. VENDOR REPRESENTATIONS AND WARRANTIES

5.1 The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in completing the sale and purchase transaction contemplated in this Agreement:

(a) the Vendor is the beneficial owner of the Purchaser's Land Interest with good and marketable title thereto, subject to Section 6.1;

(b) registered title to the Property and beneficial title to the Purchaser's Land Interest shall be good and marketable and clear and free from all mortgages, charges and financial liens on the Closing Date;

(c) the Vendor has the right, power and authority to sell the Purchaser's Land Interest as contemplated in this Agreement;

(d) the Vendor is a corporation properly constituted and in good standing under the laws of the Province of Ontario and the laws of Canada applicable therein; and

(e) the Vendor is not now and on the Closing Date will not be a non-resident of Canada within the meaning of the *Income Tax Act* (Canada), R.S.C. 1985, c.1 (5th Supp.), as amended from time to time.

6. EASEMENTS, LIENS, REGISTERED AGREEMENTS

6.1 Other than any mortgage, charge or financial lien which the Vendor is required to discharge pursuant to this Agreement, registered title to the Property, and beneficial title to the Purchaser's Land Interest, shall be subject to all other liens and encumbrances registered

LV V1-LV V24,LV V159-LV V211-41420

on title to the Property on the Closing Date or which may be registered against the title to the Property after the Closing Date, including those registered in connection with the rezoning or development process relating to the Property, and including, without limitation, agreements with the applicable municipality or region, agreements with public regulated utilities, easements for the supply of domestic utility or telephone services to the Property or properties which are adjacent to the Property, easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the Property or its proposed development, other registered restrictions or covenants that run with the lands, and the restrictions and reservations in the Crown patent.

7. PURCHASER(S)' REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 The Purchaser represents and warrants to and covenants in favour of the Vendor as follows:

(a) there are no liens, mortgages, judgements, executions or other encumbrances, related to or attaching to the Purchaser's Land Interest or any part thereof;

(b) the Purchaser shall keep the Purchaser's Land Interest and every part thereof free and clear of all liens, mortgages, other encumbrances, judgements or executions. The Purchaser warrants and represents that all such liens, mortgages, judgements, executions other encumbrances, if any, shall be discharged and removed forthwith at the Purchaser's sole cost and expense and the Purchaser shall hold harmless the Vendor and all other beneficial owners of undivided interests in the Property from time to time against any and all claims, liabilities, actions, cause of actions, charges, demands and costs, including solicitors fees in connection therewith; and

(c) the Purchaser will not register or cause to be registered this Agreement, the Co-Owners Agreement, notice of this Agreement, notice of the Co-Owners Agreement, notice of the Purchaser's Land Interest, or any caution against title to the Property and the Purchaser shall forthwith remove and discharge any such registration at its costs and expense, failing which the Vendor may do so at the cost and expense of the Purchaser.

7.2 The foregoing warranties, representations and covenants of the Purchaser shall not merge on closing but shall survive closing and the Closing Date.

8. PURCHASER(S)' PARTICULARS, NATURE OF VESTING OF BENEFICIAL TITLE

8.1 The Purchaser agrees and confirms that the personal information provided in Schedule "A" annexed hereto is true, accurate and complete and agrees to inform the Vendor in writing forthwith of any change in any of the information therein provided.

8.2 If there is more than one person that comprises the Purchaser, then the Purchaser's Land Interest will be held as joint tenants with right of survivorship unless the box below is initialled by the Purchaser in which case the Purchaser's Land Interest will be deemed to be held as tenants-in-common, in the percentages noted therein.

LV V1-LV V24,LV V159-LV V211-41420

[ ] Purchaser elects to hold Purchaser's Land Interest as tenants- in -common and not as joint tenants, as follows: _____ as to ___%, _____ as to ____%.

9. PRESENT STATE AND CONDITION OF PROPERTY

9.1 The Purchaser hereby agrees that the purchase of the Purchaser's Land Interest is on an "as is, where is basis" with no representations or warranties whatsoever made by the Vendor, other than as expressly set out in this Agreement.

10. TITLE INSURANCE

10.1 The Nominee as registered owner of the Property obtained title insurance upon acquiring the Property (the "**Title Insurance Policy**") in such form and in such amount and with such stipulations, limitations and qualifications respecting coverage as it deemed appropriate.

11. NOMINEE AS BARE TRUSTEE; DECLARATION OF TRUST

11.1 The Purchaser acknowledges that the registered title to the Property is held by the Nominee, as nominee and bare trustee for the Vendor to the extent of its undivided beneficial interest in the Property, and as nominee and bare trustee for others to the extent of their respective undivided beneficial interests in the Property, and that on completion of the transaction herein contemplated the Nominee will hold the registered title to the Property to the extent of the Purchaser's Land Interest as nominee and bare trustee for the Purchaser and others to the extent of their respective undivided beneficial interests in the Property.

11.2 The mailing address of the Nominee for receiving notices shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee may change its mailing address from time to time by giving notice in writing to that effect pursuant to the notice provisions contained in the Co-Owners Agreement.

11.3 The Nominee agrees to execute and deliver to the Purchaser a declaration of trust (the "**Declaration of Trust**") wherein it will confirm that, from and after the Closing Date, it is holding the title to the Property for and on behalf of the Purchaser, to the extent of the Purchaser's Land Interest, in the place and stead of the Vendor.

11.4 The Purchaser acknowledges that the registered title to the Property shall at all times be in the name of the Nominee.

12. NO RIGHT TO USE, OCCUPY OR ACCESS

12.1 The Purchaser agrees that it hereby waives all rights of use, occupation and rights of access to the Property, and any part thereof, in order to facilitate the future rezoning and ultimate subdivision and re-development of the Property, for the benefit of all Co-Owners. The provisions of this Section 12 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date.

13. CO-OWNERS AGREEMENT

13.1 The Purchaser agrees that concurrent with its execution and delivery of this Agreement, the Purchaser shall execute and deliver the agreement or a counterpart of the co-

LV V1-LV V24,LV V159-LV V211-41420

owners agreement, a draft copy of which is annexed hereto as Schedule "C" (the "**Co-Owners Agreement**").

13.2 The Co-Owners Agreement shall govern, amongst other things, the following:

(a) the rights and obligations of the Purchaser, as owner and any other owners of undivided beneficial interests in the Property;

(b) any future sale, financing and/or development of the Property;

(c) procedures for consent and approvals by the Co-Owners (as such term is defined in the Co-Owners Agreement);

(d) appointing the Operator (as such term is defined in the Co-Owners Agreement) for and on behalf of the Co-Owners;

(e) the rights and obligations of the Operator of the Property;

(f) the obligation of the Nominee as registered holder of the title to the Property for an on behalf of the Co-Owners;

(g) the right to transfer or assign the Purchaser's Land Interest or any part thereof and the terms conditions to be satisfied with respect to any such assignment or transfer; and

(h) such other matters as are therein contained.

13.3 The Vendor shall not be obligated but shall have the right to retain an undivided beneficial interest in the Property to such extent as it may in its absolute discretion deem appropriate and thus be a co-owner thereof and with respect to such undivided beneficial interest it shall be subject to the terms of the Co-Owners Agreement and entitled to exercise the rights of a Co-Owner.

14. SUBDIVISION CONTROL PROVISIONS

14.1 The Vendor agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and this Agreement shall be effective to create an interest in the Property provided that the provisions of the *Planning Act* (Ontario) are complied with in connection with the transaction of sale and purchase of the Purchaser's Land Interest.

15. NO REPRESENTATIONS, WARRANTIES OR ADVICE

15.1 The Purchaser acknowledges that none of the Vendor, the Nominee, the Vendor's Agent nor anyone acting on its or their behalf has made any representations or warranties except as are expressly set forth in this Agreement or the Co-Owners Agreement, nor given any advice respecting the tax treatment relating to the purchase or disposition of the Purchaser's Land Interest or any part thereof or the Property, nor as to the timing of sale, rezoning or development of the Property nor with respect to any potential or anticipated profit to be derived or derivable from the Purchaser's Land Interest or the Property.

15.2 The Purchaser has been urged and advised to consult with the Purchaser's own respective advisors including legal and tax advisors, with respect to the purchase and other matters pertaining to the Property and the Purchaser's Land Interest and the Closing Documents.

LV V1-LV V24,LV V159-LV V211-41420

16. SOURCE OF FUNDS

16.1 The Purchaser hereby represents, warrants, confirms and acknowledges that the source of the Purchaser's funds:

(a) are not derived directly or indirectly from any crime;

(b) are not linked directly or indirectly to any terrorists or against anti terrorist laws;

(c) are not embargoed funds; and

(d) are not obtained in violation of any laws or seeking to escape or avoid any tax laws;

16.2 The Purchaser covenants that all payments and remittances shall strictly comply , at its own expense, with all regulatory or exchange control provisions in force on the Closing Date and applicable to this Agreement.

16.3 The provisions of this Section 16 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date

17. NOTICES

17.1 All notices required hereunder shall be in writing and in the English language and may be served either personally upon the parties or by electronic transmission namely by fax or email addressed to the Parties at their respective last known addresses, fax number or email address.

18. HEIRS, ASSIGNS, ETC.

18.1 This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective heirs , administrators, executors, successors and permitted assigns; provided that, the Purchaser shall not be entitled to assign this Agreement or any of its rights hereunder without the prior written approval of the Vendor, which approval may be withheld in its absolute discretion.

19. SUPERCEDING AGREEMENT

19.1 This Agreement shall supercede any and all previous discussions, representations, agreements or understandings made by or on behalf of either of the parties hereto for or relating to the purchase and sale of the Purchaser's Land Interest.

20. SCHEDULES

20.1 Schedules "A", "B" and "C" annexed hereto form an integral part of this Agreement and shall be read together with this Agreement.

21. COUNTERPARTS

21.1 This Agreement may be executed in any number of counterparts and by original or facsimile signature with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement.

LV V1-LV V24,LV V159-LV V211-41420

22. LAWS AND JURISDICTION-ONTARIO

22.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

23. CAPTIONS

23.1 The captions of the sections of this Agreement are for convenience only and do not amplify or limit in any way the provisions hereof.

24. EFFECT OF PARTIAL INVALIDITY ON THIS AGREEMENT

24.1 In the event that any provision of this Agreement is illegal, void or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

25. FACSIMILE DOCUMENTS

25.1 The parties agree to accept facsimile executed documents, including Closing Documents, as if they were originally signed documents.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SET OUT BELOW.

WITNESSED BY:

DATE OF EXECUTION: 2015-03-18

THE PURCHASER

CHIAKI HAYASHI
Print Name of Witness

AKIKO KOBAYASHI
Print Name of Purchaser

✓ Chiaki Hayashi
Signature of Witness

Akiko Kobayashi ★
Signature of Purchaser

Witness Identification Number

HST Number:

852358449RT0001

LV V1-LV V24,LV V159-LV V211-41420

✓

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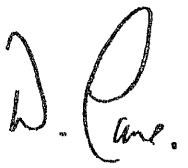
DATE OF EXECUTION: 2015-5-8
THE VENDOR:
TSI-LV V INTERNATIONAL CANADA INC.

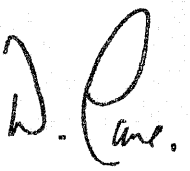
Per: 

Name:
Title:
HST Number: 82147 9797 RT0001

I/We have the authority to bind the Corporation.

DATE OF EXECUTION: 2015-5-8

THE NOMINEE:
LONDON VALLEY V INC.

Per: 

Name:
Title:
I/We have the authority to bind the Corporation.

SCHEDULE "A" – PURCHASER(S) PARTICULARS

Information Concerning Purchaser:

PURCHASER:

Full Name: AKIKO KOBAYASHI

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: 413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Home Telephone: 81-776-27-5321 Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: _____

Country of Birth: JAPAN

The following have been provided to the Vendor:

(✓) Driver's Licence ( ) Passport ( ) Other_____

SCHEDULE "B" – PROPERTY and NOMINEE

LEGAL DESCRIPTION OF PROPERTY

Lands and premises located in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lots 58 & 59 ETR Westminster Designated Parts 8 & 9, 33R2972; and PT LT 59, ETR Westminster as in 559255; Save & Except Part 1, Plan ER864297; City of London

LONDON VALLEY V INC.

REGISTERED HOLDER OF LEGAL TITLE TO PROPERTY

Office: 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3

Tel No: 1-905-602-7463

Fax No: 1-905-602-7460

SCHEDULE "C" – CO-OWNERS AGREEMENT

LV V1-LV V24,LV V159-LV V211-41420

UNIT IDENTIFICATION NO. LV V1-LV V24,LV V159-LV V211

CO-OWNERS AGREEMENT

LONDON VALLEY V INC.

THIS CO-OWNERS AGREEMENT is dated the 30TH day of January 2015.

BETWEEN:

AKIKO KOBAYASHI,

Identification:DRIVER'S LICENSE (527730357761)

Address:413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

(hereinafter referred to as the "**Purchaser**")

-and-

LONDON VALLEY V INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Nominee**")

-and-

TSI-LV V INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Vendor**")

-and-

LV V CAPITAL MANAGEMENT INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Operator**")

-and-

All other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of this Agreement

(hereinafter collectively referred to as the "**Co-Owners**")

WHEREAS:

1. Pursuant to a Sale and Purchase Agreement, the Vendor has sold to the Purchaser, and the Purchaser has purchased from the Vendor, an undivided beneficial interest in the Property;

2. The Nominee is the registered owner of the Property and has agreed to hold the Property as nominee and bare trustee for and on behalf of the Co-Owners from time to time;

3. Every purchaser of an undivided beneficial interest in the Property, every assignee of such purchaser, and every assignee of each such assignee, is required to execute and deliver a counterpart of this Agreement and shall be bound as a Co-Owner pursuant thereto; and

LV V1-LV V24,LV V159-LV V211-41420

4. This Agreement sets forth the provisions which govern the Co-Owners' ownership of undivided beneficial interests in the Property and any future sale, financing and/or development with the Property and their respective undivided beneficial interests therein.

NOW THEREFORE in consideration of the payment of the sum of One Dollar ($1.00) and other good and valuable consideration now paid by each party to the other, the receipt of which is hereby acknowledged, and of the premises and the mutual covenants herein contained, the parties hereto hereby covenant and agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall be deemed to have the following meanings:

(a) "**ASPE**" shall have the meaning ascribed thereto in Section 16 of this Agreement;

(b) "**Additional Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(c) "**this Agreement**", "**hereof**", "**herein**," "**hereunder**" and words to like effect, refer to this Co-Owners Agreement as a whole and not to any particular provision, as it may be amended, supplemented and/or restated from time to time;

(d) "**Business Day**" means any day of the week other than a Saturday, Sunday or a day which is a statutory holiday, in Ontario, Canada;

(e) "**Concept Planning Fund**" shall have the meaning ascribed thereto in Section 18 of this Agreement;

(f) "**Co-Owners**" means the owners from time to time of Interests and who have signed a counterpart of this Agreement, and shall include the Purchaser, as well as the Vendor to the extent that it retains any Interest, and "**Co-Owner**" means any of the Co-Owners;

(g) "**Co-Owners Record**" has the meaning ascribed thereto in Section 11 of this Agreement;

(h) "**CRA**" means the Canada Revenue Agency, established pursuant to the *Canada Revenue Agency Act*, S.C. 1999, c. 17, which administers tax laws of Canada, including under the *Income Tax Act*, for the Government of Canada;

(i) "**Declaration of Trust**" means the declaration of trust executed by the Nominee concurrently with the completion by a Co-Owner of the purchase from the Vendor of an Interest and pursuant to which the Nominee declares and confirms that it holds registered title to the Property in trust for and on behalf of such Co-Owner, to the extent of such Co-Owner's respective Interest. For greater certainty, "**Declaration of Trust**" includes the declaration of trust executed by the Nominee upon the completion by a Co-Owner of the Transfer of an Interest to a transferee in accordance with the provisions of this Agreement, and includes the declaration of trust executed by the Nominee in favour of the Vendor at the time of its acquisition of the Property;

(j) "**Designated Person**" shall have the meaning ascribed thereto in Section 10 of this Agreement;

LV V1-LV V24,LV V159-LV V211-41420

(k) "**Dispute**" shall have the meaning ascribed thereto in Section 31 of this Agreement;

(l) "***Excise Tax Act***" means the *Excise Tax Act* (Canada), as amended from time to time, including the regulations made pursuant thereto;

(m) "**HST**" means the harmonized sales tax payable pursuant to the *Excise Tax Act*, including the Province of Ontario's portion thereof;

(n) "***Income Tax Act***" means the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.), as amended from time to time, including the regulations made pursuant thereto;

(o) "**Initial Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(p) "**Interest**" means the undivided beneficial interest in the Property purchased by a Co-Owner pursuant to a Sale and Purchase Agreement, and includes any undivided beneficial interest in the Property continued to be owned by the Vendor, and "**Interests**" means every Interest;

(q) "***Land Transfer Tax Act***" means the *Land Transfer Tax Act*, R.S.O. c.L.6, as amended;

(r) "**LTT**" means the land transfer tax payable pursuant to the *Land Transfer Tax Act*;

(s) "**Net Income**" shall have the meaning attributed thereto in Section 6(j) of this Agreement;

(t) "**Notice Requisitioning an Ordinary Resolution**" shall have the meaning attributed thereto in Section 8 of this Agreement;

(u) "**Notice Requisitioning a Special Resolution**" shall have the meaning attributed thereto in Section 10 of this Agreement;

(v) "**Offer**" shall have the meaning attributed thereto in Section 19 of this Agreement;

(w) "**Operator**" means LV V CAPITAL MANAGEMENT INC., or the Designated Person that may be appointed as the Operator's replacement as determined in accordance with Section 10 of this Agreement;

(x) "**Ordinary Resolution**" means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 51% of the aggregate Interests in the Property;

(y) "**Planning Activities**" means the reports, plans, studies, audits, assessments, investigations, legal proceedings, procedures, filings, submissions, applications and/or any other actions taken or made in respect of or in furtherance of the rezoning of, or other land use planning matters related to, the Property;

(z) "**Property**" means the real property legally described on Schedule "1" annexed hereto;

(aa) "**Retained Interest**" shall have the meaning attributed thereto in Section 23 of this Agreement;

(bb) "**Sale and Purchase Agreement**" means the agreement of sale and purchase, or an agreement substantially in the form of the agreement of sale and purchase, entered into

LV V1-LV V24,LV V159-LV V211-41420

between the Vendor, as vendor, and each Co-Owner (other than the Vendor), as purchaser, pursuant to which each Co-Owner agreed to acquire its respective Interest in the Property. **"Sale and Purchase Agreements"** means every Sale and Purchase Agreement;

(cc) **"Special Resolution"** means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 85% of the aggregate Interests in the Property;

(dd) **"Transfer"** shall have the meaning ascribed thereto in Section 11 of this Agreement; and

(ee) **"Vendor"** means TSI-LV V INTERNATIONAL CANADA INC.

2. INTERPRETATION

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) the division of this Agreement into Articles, paragraphs, subparagraphs and schedules and the insertion of headings are provided for convenience only and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;

(b) all references to currency herein are references in Canadian dollars;

(c) any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto;

(d) any reference to an entity shall include and shall be deemed to be a reference to any entity that is a successor to such entity;

(e) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

3. TITLE

Legal title to the Property shall be held in the name of the Nominee, which shall hold such title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Vendor, to the extent of its Retained Interest, if any.)

4. MAILING ADDRESSES

The mailing address of the Nominee, the Vendor and the Operator shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee, the Vendor and/or the Operator may change its mailing address from time to time by giving notice in writing to that effect to all Co-Owners, pursuant to the notice provisions contained in this Agreement.

LV V1-LV V24,LV V159-LV V211-41420

5. REPRESENTATIONS AND WARRANTIES OF THE NOMINEE AND OPERATOR

(a) The Nominee represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite power, capacity and corporate authority to act as nominee and to perform its obligations under this Agreement;

(iii) it shall not carry on any business other than for the purposes set forth in this Agreement;

(iv) it holds and shall continue to hold legal title to the Property as nominee and bare trustee for and on behalf of each Co-Owner to the extent of each Co-Owner's Interest; and

(v) it shall only deal with the Property in the manner and as provided for in this Agreement.

(b) The Operator represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite capacity and corporate authority to act as Operator, and to perform its obligations under this Agreement; and

(iii) it shall comply with its obligations as provided for in this Agreement.

6. OPERATION AND MANAGEMENT OF THE PROPERTY

The Co-Owners hereby appoint the Operator and the Operator hereby accepts the appointment as the operator and manager of the Property and agrees to undertake such Planning Activities as the Operator may determine in its discretion, acting reasonably, are required to rezone the Property to such use or uses as the Operator shall determine, acting reasonably, and in the best interest of the Co-Owners. The Operator agrees to carry out such Planning Activities and to operate and manage the Property in good faith and in the best interest of the Co-Owners. The Operator agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and to proceed diligently to make all necessary applications to rezone the Property to such use or uses as the Operator shall determine, in its reasonable discretion, and to use its reasonable commercial efforts, at the cost and expense of the Co-Owners, with such costs to be defrayed out of the Concept Planning Fund initially, to obtain all necessary approvals and consents from applicable governmental authorities in connection therewith. Subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have such general powers and authority to administer, manage, control, operate, finance, refinance, develop, lease, grant easements and other rights in, under and over, the Property and to do any act, take any proceeding, make any decision and execute and deliver any instrument, deed, agreement, affidavit or document necessary for or incidental to any of the foregoing, for and on behalf and in the name of the Co-Owners, or as the Co-Owners may so direct by Special Resolution. No person dealing with the Operator

LV V1-LV V24,LV V159-LV V211-41420

will be required to enquire into the authority of the Operator to do any act, take any proceeding, make any decision or execute and deliver any instrument, deed, agreement or document for or on behalf or in the name of the Co-Owners.

Without limiting the generality of the foregoing provisions of this Section 6, but subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have the following specific powers and authorities without further authority or approval from the Co-Owners:

(a) to engage such professional advisers and consultants as the Operator considers advisable in order to perform its duties hereunder;

(b) to open and operate one or more bank accounts in its name, as agent for the Co-Owners in respect of the Property with a Canadian chartered bank or trust company, into which the Operator may deposit all rentals, if any, and other income earned from the Property (if any) (which for greater certainty shall not include the Concept Planning Fund), and out of which account(s) all expenses properly relating to the Property shall be paid, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of such funds to cover all such expenses;

(c) to execute, deliver and carry out all other agreements which require execution by or on behalf of the Co-Owners with respect to the Property, including without limitation, any agreements required by any governmental or statutory authority having jurisdiction over or with respect to the Property, development agreements, site plan agreements, cost sharing agreements, easements and rights of way;

(d) to enter into lease and/or tenancy arrangements in respect of the Property or any part thereof and to collect all rentals and other income therefrom, if any, provided that nothing herein shall constitute a guarantee by the Operator of the payment of any rent by tenants;

(e) to pay all taxes, fees and other expenses relating to the orderly maintenance and management of the Property out of the Concept Planning Fund, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of funds to cover all such expenses;

(f) to commence or to defend on behalf of the Co-Owners, the Nominee, or itself, any and all actions and other proceedings pertaining to the Property or to the Co-Owners;

(g) to determine the amount and type of insurance coverage, if any, to be maintained in order to protect the Property and the Co-Owners from all usual perils of the type covered in respect of comparable properties and in order to comply with the requirements of any lenders of funds;

(h) to retain, employ and pay and discharge on behalf of the Co-Owners all servants, employees, advisors, consultants and/or contractors necessary to be retained for the management and operation of the Property, including, without limitation, for matters relating to its rezoning and development;

(i) to contract on behalf of the Co-Owners for water, gas, electricity and other utility services and commodities, including cable and telephone services necessary for the development, operation and maintenance of the Property; and

LV V1-LV V24,LV V159-LV V211-41420

(j) to distribute the Net Income from the ownership, operation, use, financing, refinancing, and/or sale of the Property (if any) to each Co-Owner, proportionate to its respective Interest. For the purposes of this Agreement, "**Net Income**" shall mean the gross receipts (which, for greater certainty, shall not include the Concept Planning Fund) derived in any way from dealing with the Property, received by or on behalf of the Co-Owners from the ownership, operation, use, leasing, financing, refinancing, sale of, and/or development and/or any other dealing with of the Property, minus the aggregate of all proper expenses and charges incurred in connection therewith, calculated on an accrual basis, including:

(i) payment of principal and interest owing to mortgagees or other encumbrancers, or other lenders;

(ii) realty taxes, property tax assessments, charges or levies made by any duly constituted governmental or statutory authority, due and owing and secured by a right or apparent right to claim a lien or charge upon the Interests, or any of them, or the Property, and money due and owing from improvements to the Property secured by a lien or charge in favour of materialmen or workmen or trade contractors or other like persons or corporations upon the Interests, or any of them, or the Property;

(iii) all costs and expenses of any sale, financing or refinancing;

(iv) all development costs and expenses;

(v) all costs and expenses of operating, maintaining, leasing, managing, using, and/or developing the Property, and the costs and expenses of repair;

(vi) lighting, electricity and public utilities costs and expenses;

(vii) professional fees reasonably attributed to the Property, its operation, use, financing, refinancing, sale and/or development;

(viii) all other costs, expenses or disbursements which are properly attributable to the Property, except payments to the Co-Owners on account of capital or distribution of Net Income; and

(ix) reserves in such amount as deemed appropriate by the Operator from time to time, including without limitation for the purposes of replacement of major equipment, major renovations and repairs, leasehold improvements, marketing costs and any other reserves normally required for the prudent operation, use, financing, refinancing, sale and/or development of a like property.

Each Co-Owner shall have a proportionate beneficial interest in all of the gross cash receipts derived from the Property and shall be responsible for its proportionate share of the expenses and charges incurred in connection with the Property, in each case proportionate to its respective Interest. Each Co-Owner hereby irrevocably directs the Operator to pay its proportionate share of such expenses and charges out of its proportionate share of such gross cash receipts, as well as out of the Concept Planning Fund.

Each Co-Owner hereby confirms and acknowledges that neither the Operator nor any of its officers, directors, employees, advisors, consultants, agents or representatives has made any warranty or representation, or given any advice:

LV V1-LV V24,LV V159-LV V211-41420

(k) as to or in respect of the tax treatment of the purchase, disposition or holding of the Interest by a Co-Owner; or

(l) as to the timing of the rezoning or sale or development of the Property or the returns attainable by the Co-Owners upon a sale or lease of or other dealing with the Property.

Each Co-Owners acknowledges that he has been advised to seek his own independent legal and tax counsel prior to entering into a Sale and Purchase Agreement and this Agreement.

7. AUTHORITY TO WITHHOLD

The Operator is authorized to withhold any amounts required to be withheld from any distribution or other payment to a Co-Owner pursuant to the provisions of the *Income Tax Act* and to make payment of any such amount on behalf of a Co-Owner to the CRA, on account of taxes as may be required by law.

8. POWERS EXERCISABLE BY ORDINARY RESOLUTION

Notwithstanding anything to the contrary contained in this Agreement, the following powers shall only be exercisable by the Operator after an Ordinary Resolution is passed by the Co-Owners:

(a) approving the sale or exchange of all or any part of the Property (other than the sale of Interests by the Operator pursuant to Sale and Purchase Agreements);

(b) approving a proposal or plan to develop the Property;

(c) subject to Section 17, consenting to the amendment of this Agreement, provided that, no amendment to this Agreement shall impose or increase any financial or other obligations upon any of the Nominee of the Operator, or in any way adversely affect the Nominee or the Operator, without the prior written approval of the Nominee or the Operator, as the case may be;

(d) approving or ratifying the making of an Additional Advance by the Operator, in accordance with Section 18; or

(e) requiring that the financial statements for the Property be audited.

Other than a matter which under the terms of this Agreement requires a Special Resolution, the Operator may at any time and from time to time by notice in writing to all Co-Owners substantially in the form annexed hereto as Schedule "2" (the "**Notice Requisitioning an Ordinary Resolution**") request the Co-Owners to consider and approve any matter relating to the Property not requiring a Special Resolution. The Notice Requisitioning an Ordinary Resolution shall specify with reasonable detail the matter to be approved by the Co-Owners.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution. If the Operator fails to deliver such Notice Requisitioning an Ordinary Resolution within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or a group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the

LV V1-LV V24,LV V159-LV V211-41420

Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution which the Operator failed to deliver within the time provided in this Section 8 for the Operator to do so.

9. POWERS EXERCISABLE BY SPECIAL RESOLUTION

The following powers shall only be exercisable by Special Resolution passed by the Co-Owners:

(a) terminating the appointment of the Operator and appointing a new Operator from time to time, in accordance with the provisions of Section 10;

(b) instituting or continuing an action or suit against the Operator for damages based upon the fraud or gross negligence of the Operator in the performance of its obligations under this Agreement;

(c) requiring the Operator to remove the incumbent independent firm of chartered accountants qualified in Canada appointed pursuant to Section 16 and requiring the Operator to appoint a replacement; or

(d) apppointing a replacement for the Nominee in the event that the Nominee should be wound up or dissolved or be declared a bankrupt, such replacement to hold legal title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Operator if it retains any Retained Interest.)

10. CONTROL AND AUTHORITY VESTS WITH CO-OWNERS

The Co-Owners may by Special Resolution terminate and remove the Operator (in its capacity as Operator and not as a Co-Owner)and appoint a new Operator in its place and stead. Such new Operator shall be bound by all of the terms of this Agreement and shall execute an agreement confirming that it is bound under this Agreement as if it was an original signatory thereto.

Upon termination, the Operator terminated shall forthwith upon request of the person designated in the Special Resolution as the replacement Operator (the "**Designated Person**") do the following:

(a) deliver all agreements, documents, instruments, books and records and writings relating to the Property in its possession to the Designated Person, including, without limitation, the Co-Owners Record;

(b) execute and deliver such consents, acknowledgements and assignments pertaining to the Property and any Planning Activities as the Designated Person may require;

(c) cause its representatives on the board of directors of the Nominee to execute resignations as directors and officers forthwith after being required to do so by the Designated Person, provided the Nominee shall continue to indemnify such directors and officers in accordance with its by-laws in existence at the date hereof;

(d) execute and deliver a release in form and content satisfactory to the Designated Person, acting reasonably, releasing the Nominee and the Co-Owners from any liability, provided that: (i) the release by the Operator shall not release the Co-Owners from their obligation to continue to indemnify the Operator pursuant to Section 21 hereof; and (ii) the

LV V1-LV V24,LV V159-LV V211-41420

Operator receives a release in form and content satisfactory to the Operator, acting reasonably, executed by the Nominee and by the Designated Person for and on behalf of itself and each of the Co-Owners, releasing the Operator from any liability, and the Co-Owners expressly acknowledge and agree that the Designated Person shall have the power and authority to deliver such release, without any further approval or authorization required from the Co-Owners;

(e) do all things necessary and execute all necessary documents to effect the change of shareholders of the Nominee as directed by the Designated Person; and

(f) otherwise co-operate and assist to carrying out and giving effect to each of the actions set out in Section 10(a), (b), (c), (d) and (e) above.

The Operator may at any time and from time to time by notice in writing, substantially in the form annexed hereto as Schedule "3" (the "**Notice Requisitioning a Special Resolution**") to all Co-Owners, request the Co-Owners to consider and approve any matter relating to the Property requiring a Special Resolution pursuant to the terms of this Agreement. The Notice Requisitioning a Special Resolution shall specify with reasonable detail the matter to be considered and approved by Special Resolution.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning a Special Resolution with respect to any matter relating to the Property, including any matter requiring a Special Resolution pursuant to this Agreement. If the Operator fails to deliver such Notice Requisitioning a Special Meeting within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the Notice Requisitioning a Special Resolution which the Operator failed to deliver within the time provided in this Section 10 for the Operator to do so.

11. CO-OWNERS RECORD AND TRANSFERS OF INTEREST

The Operator shall record and at all times maintain and keep up to date a record of the names, addresses and other contact information for the Co-Owners, and the Interest held by each of the Co-Owners as well as particulars of any Transfer of Interests (collectively, the "**Co-Owners Record**").

No Co-Owner shall sell, transfer, assign, mortgage, pledge, grant a security interest or otherwise encumber or dispose of its Interest in the Property (each, a "**Transfer**"), except in compliance with any applicable requirements of the *Securities Act* (Ontario) and any other applicable legislation and otherwise in accordance with the provisions of this Agreement, if and to the extent required.

A Co-Owner may Transfer an Interest or part thereof provided that such Co-Owner complies and satisfies each of the following conditions:

(a) the transferor first delivers to the Operator an original or notarial copy of the executed document or instrument effecting the Transfer which shall be in such form as may be acceptable to the Operator, acting reasonably;

(b) the transferee agrees in writing and in such form as may be acceptable to the Operator, to be bound by the terms of this Agreement and upon completion of the Transfer to

LV V1-LV V24,LV V159-LV V211-41420

assume the obligations of the transferor under this Agreement in respect of the Interest subject to the Transfer;

(c) the transferor delivers or causes to be delivered to the Operator a direction addressed to both the Nominee and the Operator, in form and substance satisfactory to the Operator and the Nominee, directing the Nominee to execute and deliver a Declaration of Trust for the Interest subject to the Transfer in favour of the transferee;

(d) the transferee pays such costs, expenses and disbursements, including legal fees, as are reasonably incurred by the Operator by reason of the Transfer;

(e) the transferee pays all applicable HST pursuant to the *Excise Tax Act*, and all applicable LTT pursuant to the *Land Transfer Tax Act*, and makes or causes to be made any and all necessary filings, payments and remittances within the time periods required therefor under the provisions of the *Excise Tax Act* and the *Land Transfer Tax Act* and the respective regulations thereunder;

(f) the transferor either provides the transferee with evidence reasonably satisfactory to the transferee that the transferring Co-Owner is not then a "non-resident" of Canada within the meaning of the *Income Tax Act* or provide the transferee with a certificate pursuant to subsection 116(2) of the *Income Tax Act* with a certificate limit in an amount not less than the purchase price for the Interest subject to the Transfer; provided that if such evidence or certificate is not forthcoming, the transferee shall be entitled to make the payment of tax required under section 116 of the *Income Tax Act* and to deduct such payment from the purchase price for the Interest subject to the Transfer;

(g) the transferee executes and delivers to the Operator a counterpart of the Agreement; and

(h) the transferor provides such other documents, agreements, acknowledgements and confirmations as may be required by the Operator or by law (including compliance by the transferring Co-Owner with the provisions of the *Securities Act* (Ontario) if and to the extent applicable).

When a transferee of an Interest is entitled to become a Co-Owner pursuant to the provisions hereof, the Operator will:

(i) record a Transfer of the Interest; and

(j) forward a Declaration of Trust to the transferee in respect of the Interest so transferred.

For the avoidance of doubt, a Transfer by Co-Owner may include a transfer into trust, in which case the terms "sale and purchase agreement", "Purchaser", "purchase", "purchased", and "sale", wherever such terms appear in this Agreement, shall be read so as to recognize that such Transfer is not a purchase and sale transaction between a Co-Owner and a purchaser but a transaction in the nature of a transfer into trust by the transferring Co-Owner to a trustee. Nothing in this Section 11 shall be construed to affect the provisions of Section 12 of this Agreement.

12. OPERATOR NOT BOUND TO SEE TO TRUST OR EQUITY

Other than pursuant to the terms of the Declaration of Trust, the Operator shall not be bound to see to the execution of any trust, express, implied or constructive, or any charge, pledge or equity to which any Interest is subject, or to ascertain or inquire whether any sale or transfer of any such Interest by any Co-Owner or by his personal representatives is authorized by such trust, charge, pledge or equity, or to recognize any person having any interest therein except for the person or persons recorded by the Operator as the Co-Owner.

LV V1-LV V24,LV V159-LV V211-41420

13. INCAPACITY, DEATH, INSOLVENCY OR BANKRUPTCY

Where a person becomes entitled to an Interest by incapacity, death, insolvency or bankruptcy of a Co-Owner or otherwise by operation of law, in addition to the requirements of Section 11 hereof, that person will not be recorded as or become a Co-Owner until:

(a) he produces evidence satisfactory to the Operator of such entitlement; and

(b) he has delivered such other evidence, approvals and consents in respect of such entitlement as the Operator may require and as may be required by applicable law or by this Agreement.

14. DECLARATIONS OF TRUST

A separate Declaration of Trust shall be executed and delivered by the Nominee to each Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of a Co-Owner to the extent of the Co-Owner's Interest. Provided that the Transfer of an Interest has been effected in accordance with the provisions of Section 11 of this Agreement, a separate Declaration of Trust shall be executed and delivered by the Nominee to each transferee Co-Owner of an Interest from a transferring Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of the transferee Co-Owner to the extent of such Co-Owner's Interest.

15. LOST DECLARATIONS OF TRUST

Where a Co-Owner by notice in writing advises the Operator that the Declaration of Trust with respect to such Co-Owner's Interest has been defaced, lost or destroyed or wrongly taken, the Operator may cause a new Declaration of Trust to be issued, provided that the Co-Owner files with the Operator an indemnity in such form as is satisfactory to the Operator to indemnify the Operator, the Nominee and the other Co-Owners from any loss, cost, liability or damages that it or they may incur or suffer by complying with the request to issue a new Declaration of Trust, and provided further that the Co-Owner satisfies all other reasonable requirements of the Operator, including delivery of a form of proof of loss.

16. BOOKS AND RECORDS AND FINANCIAL REPORTS

The Operator will keep or cause to be kept on behalf of the Co-Owners at the Operator's principal place of business in Ontario:

(a) full and accurate books of account and records of all financial transactions relating to the Property including, without limitations, the receipts and expenditures relating to the Property and the Concept Planning Fund;

(b) the Co-Owners Record setting out the name and address of each Co-Owner; and

(c) copies this Agreement and all counterparts.

At any time upon 10 Business Days written notice to the Operator a Co-Owner may request the Operator to examine any of the documents noted in clauses (a) and (b) above at the office of the Operator and may take copies thereof provided that such requesting Co-Owner pays the reasonable cost to the Operator for making such copies, provided further that any such requesting Co-Owner shall have first provided an affidavit and undertaking, in form and substance satisfactory to the Operator, acting reasonably, duly sworn before a notary public or other individual authorized to administer oaths in the jurisdiction of residence of the

LV V1-LV V24,LV V159-LV V211-41420

Purchaser, stating: (aa) the name and address of such requesting Co-Owner, and that the Co-Owner is a Co-Owner; (bb) that the Co-Owners Record shall not be used by the requesting Co-Owner or any other person except in connection with a *bona fide* effort to influence the voting by Co-Owners on an Ordinary Resolution or a Special Resolution; (ccc) that the information so provided is subject to applicable privacy rules and regulations; (ddd) that none of the information provided pursuant to clause (a) above shall be disclosed by or on behalf of the requesting Co-Owner to any person who is not a Co-Owner, that such information is proprietary to the Operator and the Co-Owners, and that its disclosure could cause irreparable harm to the other Co-Owners and the Operator; (eee) that the requesting Co-Owner will not, directly or indirectly, offer for sale or purchase, or otherwise traffic in, a list or copy of a list of the Co-Owners or any information contained in the Co-Owners Record; (fff) the requesting Co-Owner acknowledges and agrees that in the event of a breach of any of the covenants, provisions and restrictions in affidavit, the Co-Owners' and Operator's remedy in the form of monetary damages may be inadequate and that the Operator, for itself and on behalf of the other Co-Owners, shall be authorized and entitled, in addition to all other rights and remedies available to it and them, to apply for and obtain from any court of competent jurisdiction interim and permanent injunctive relief and an accounting of all profits and benefits arising out of such breach; and (ggg) that the requesting Co-Owner shall indemnify and hold harmless the Operator and the Nominee and the other Co-Owners from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee or the other Co-Owners by reason of any breach by such requesting Co-Owner of any of the covenants, provisions and restrictions contained in the affidavit.

The Operator shall provide or cause to be provided to each Co-Owner not later than 120 days after the end of each calendar year, financial statements showing the financial results for the Property for such calendar year. The Operator shall retain, at the expense of the Co-Owners, an independent firm of chartered accountants qualified in Canada to prepare such financial statements. Such financial statements shall contain a balance sheet, and a statement of cash flows and shall be prepared in accordance with Canadian accounting standards for private enterprises ("**ASPE**") applicable to the real estate industry in Canada and applied on a consistent basis from year to year. The financial statements shall not be required to be audited unless the Co-Owners by Ordinary Resolution require audited financial statements. For greater certainty, the funds in the Concept Planning Fund are hereby recognized as being the funds of the Operator, not of the Co-Owners.

17. AMENDMENT OF AGREEMENT

This Agreement may be amended in writing on the initiative of the Operator with the consent of the Co-Owners given by Ordinary Resolution. Notwithstanding the foregoing, the Operator may, without any prior notice to or consent from the Co-Owners amend any provision of this Agreement from time to time:

(a) to cure an ambiguity or to correct or supplement any provision contained herein which, in the reasonable opinion of the Operator, may be defective or inconsistent with any other provision contained herein, and with respect to which the cure, correction or supplemental provision does not and will not adversely affect the Interests of the Co-Owners; or

(b) to make such other provisions in regard to matters or issues relating to or arising under this Agreement which, in the reasonable opinion of the Operator, do not and will not adversely affect the Interests of the Co-Owners.

LV V1-LV V24,LV V159-LV V211-41420

The Operator agrees to inform the Co-Owners by written notice within 60 days following the effective date of an amendment to this Agreement and provide copies of the amending agreement within the said 60 days.

18. PLANNING ACTIVITIES AND CONCEPT PLANNING FUND

As agent for the Vendor, the Operator shall deposit an amount equivalent to the Concept Planning Fund Contribution (as such term is defined in each Sale and Purchase Agreement) received by the Vendor under every completed Sale and Purchase Agreement into a single, segregated account (the "**Concept Planning Fund**") to be in the name of the Operator and to be used by the Operator solely for the purpose of paying the costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities, and those costs and expenses enumerated in Section 6(j) of this Agreement.

The Concept Planning Fund is intended to be a deposit account. Each Co-Owner's respective proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Co-Owner following completion of the sale of the Property. Each Co-Owner's share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of this Agreement) will be paid by the Co-Owner and deducted from his proportionate share of any sale proceeds receivable by him, if and when the Property is sold or otherwise disposed of. Each Co-Owner hereby irrevocably authorizes and directs the Operator to withhold from his proportionate share of any amounts otherwise receivable by it under this Agreement the amount of any such shortfall, and to pay such amount to the Operator.

The Operator shall keep proper and accurate records and details of all expenses paid out of the Concept Planning Fund, and at the request of the Vendor, provide access to the Vendor's representatives to such records and details of expenses to permit the Vendor to satisfy itself that such expenses were paid in accordance with the provisions of this Agreement.

The Operator shall prepare, perform and take or cause to be prepared, performed and taken all Planning Activities as it determines in its reasonable discretion are necessary for and on behalf of the Co-Owners including, without limitation, the following:

(a) surveys and concept plans in connection with the rezoning of the Property;

(b) in the reasonble discretion of the Operator, engage all consultants and professionals including, without limitation, legal counsel with respect to rezoning of the Property or any other Planning Activities;

(c) enter into or request the Nominee to enter into and deliver any documents, consent, acknowledgements or agreements including, without limitation, easements, rights in the nature of an easement, transfers, undertakings, applications, appeals and/or any other similar or related agreements or documents which may be required in the reasonable discretion of the Operator in connection with the Planning Activities;

(d) pay for all costs and expenses associated with Planning Activities, municipal property taxes and the cost of maintaining the Property, out of the Concept Planning Fund, and if insufficient, out of additional funds provided by the Co-Owners; and

(e) keep detailed records and accounts for or pertaining to the Planning Activities.

LV V1-LV V24,LV V159-LV V211-41420

If the amount set aside in the Concept Planning Fund is not sufficient to defray all costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities and those costs and expenses enumerated in Section 6(j) of this Agreement, the Operator, in the exercise of its absolute discretion, and without the approval of the Co-Owners, may advance to the Co-Owners an amount or amounts on account of such shortfall to a maximum of 5% of the aggregate purchase prices paid by all Co-Owners for their respective Interests(collectively, the "**Initial Advance**"). The Initial Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance made to the Co-Owners out of the proceeds of the sale of the Property.

If the cost of Planning Activities exceeds the combination of the Concept Planning Fund and the Initial Advance, the Operator, as it deems necessary in the exercise of its absolute discretion but subject to the approval of the Co-Owners by way of an Ordinary Resolution, may advance to the Co-Owners additional amounts as may be required for such purposes (collectively, the "**Additional Advance**"). The Additional Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, after repayment of the Initial Advance, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance and the Additional Advance made to the Co-Owners out of the proceeds of the sale of the Property.

19. SALE OF THE PROPERTY

Any offer to purchase the Property received by the Operator or the Nominee, which the Operator deems acceptable (the "**Offer**") shall be presented to all of the Co-Owners for consideration and if approved by an Ordinary Resolution such Offer shall be accepted by the Nominee and such acceptance shall be binding upon all of the Co-Owners. Any sale of the Property by the Nominee resulting from an Offer the acceptance of which was approved by an Ordinary Resolution of the Co-Owners shall be deemed to include the sale by the Co-Owners of the Interests.

The Co-Owners hereby agree that Operator shall have the right, exercisable by notice in writing to the Co-Owners within 30 days after the Co-Owners have passed an Ordinary Resolution to accept the Offer, to purchase the Property at the same price and on the same terms and conditions as are contained in the Offer approved by Ordinary Resolution of the Co-Owners.

If the Operator fails to provide the notice exercising its right to purchase the Property on the same terms and conditions as are contained in the Offer within the said 30 days, then the Nominee shall accept the Offer and complete the transaction with the party that made the Offer the acceptance of which was approved by Ordinary Resolution of the Co-Owners.

20. HST AND LTT

Each of the Co-Owners hereby authorizes the Operator to make any and all filings, payments and/or remittances for HST with respect to the purchase by each Co-Owner of his respective Interest and any other payments of HST applicable to the services provided to the Nominee or in respect of the Property or the Interest of a Co-Owner.

Each Co-Owners hereby authorizes the Operator to carry out any HST reporting or filing obligations that are required in respect of the Interests or the Property. Such authority shall

LV V1-LV V24,LV V159-LV V211-41420

include the execution of any documents that have to be or which may be advisable to be executed under the *Excise Tax Act*. The Operator shall to the extent required under the *Excise Tax Act* make and satisfy all filing and reporting obligations of a Co-Owner with respect to the Interest of the Co-Owner and shall provide each Co-Owner with copies of such filings and reports.

Each of the Co-Owners hereby authorizes the Operator to make any and all filings payments and/or remittances, from funds provided by the Co-Owner, relating to LTT arising from the purchase by each Co-Owner from the Vendor of his respective Interest in the Property. For greater certainty, each of the Co-Owners hereby authorizes the Operator on behalf of the Co-Owner and with the Co-Owner's funds to make any and all payments, remittances and filings under the provisions of the *Land Transfer Tax Act* relating to LTT and within the time period required therefor under the *Land Transfer Tax Act*, arising from the acquisition and/or ownership of the Interest. The Operator shall provide each Co-Owner with copies of such filings and evidence of the payments and remittances upon the written request of a Co-Owner.

21. POWER OF ATTORNEY

Each Co-Owner hereby nominates, constitutes and appoints each of the Operator and the Nominee, acting alone or together, with full power of substitution, as his true and lawful attorney and agent with full power and authority in his name, place and stead, for his use and benefit, to do the following, as fully and effectually as the Co-Owner could do if personally performed including, without limitation:

(a) execute and deliver all such documents or instruments on behalf of and in the name of the Co-Owners, or any of them, as may be deemed necessary by the Operator to carry out fully the provisions of this Agreement in accordance with its terms;

(b) execute, swear to, acknowledge, deliver, file and/or remit to or with the Ministry of Finance (Ontario) pursuant to the *Land Transfer Tax Act*, as amended, all necessary returns and payment or remittances in connection with the acquisition by the Co-Owners of their respective Interests in the Property;

(c) execute, acknowledge, deliver and file and/or remit to or with the CRA, all necessary instruments, declarations, certificates and other documents, and remittances relating to HST;

(d) execute, acknowledge, deliver and file as and where required any election made pursuant to subsection 273(1) of the *Excise Tax Act* as contemplated in each Purchase Agreement;

(e) execute and deliver all conveyances, agreements, documents and other instruments pertaining to the sale, development, redevelopment, financing, refinancing or leasing of the Property as the Operator determines in its sole discretion is in the best interests of the Co-Owners, and as permitted by this Agreement or authorized by Ordinary Resolution or Special Resolution of the Co-Owners; and

(f) execute, acknowledge, deliver and file any and all CRA non-resident personal income tax returns.

Each Co-Owner acknowledges and confirms that the power of attorney granted herein is made pursuant to the *Powers of Attorney Act* (Ontario) and is a power coupled with an interest, will survive the death, disability or other legal incapacity of the Co-Owner and will survive the assignment (to the extent of the Co-Owner's obligations hereunder) by the Co-Owner of the whole or any part of his Interest and extends to the heirs, executors, administrators, successors

LV V1-LV V24,LV V159-LV V211-41420

and assigns of the Co-Owner and may be exercised by the Operator or the Nominee, acting alone or together, executing on behalf of the Co-Owners, or any of them, any instrument, by listing all of the Co-Owners to be bound by such instrument with a single signature as attorney and agent for all of them, or otherwise. Each of the Co-Owners agrees to be bound by any representations and actions made or taken in good faith and in accordance with the terms of this Agreement by the Nominee and/or the Operator pursuant to such power of attorney in accordance with the terms hereof and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the Nominee or the Operator taken in good faith under such power of attorney. The Operator shall, at the written request of a Co-Owner, provide such Co-Owner with copies of any of the documents or instruments executed, sworn, delivered, acknowledged or remitted by the Operator for and on behalf of that Co-Owner only under the power of attorney provided for in this Section 21.

22. INDEMNIFICATION

Each of the Co-Owners hereby agrees, severally and not jointly or jointly and severally, to indemnify and hold harmless the Operator and the Nominee from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee, or by any one or more attorneys appointed by it or them under the power to substitute pursuant to the power of attorney provision contained in Section 21 above, by reason of acts, omissions or alleged acts or omissions arising out of the activities of the Operator or the Nominee on behalf of the Co-Owners or in furtherance of the Interests of the Co-Owners but only if the acts, omissions or the alleged acts or omissions in respect of which any actual or threatened action, proceeding or claim are based, were performed in good faith and in accordance with the Agreement.

23. VENDOR'S RIGHT TO RETAIN AN INTEREST

The Co-Owners acknowledge and agree that the Vendor has the right, but not the obligation, to retain an undivided beneficial Interest in the Property (a "**Retained Interest**"), to whatever extent it wishes, and the Vendor to the extent of any such Retained Interest shall for the purposes of this Agreement be a Co-Owner and be deemed to be bound by this Agreement. The Vendor may at any time and from time to time Transfer and assign all or any part of such Retained Interest to any person or persons it deems appropriate and upon such Transfer or assignment, the assignee or transferee thereof shall execute a counterpart of this Agreement and shall be a Co-Owner to the extent of the Retained Interest so transferred or assigned.

24. COMPETING INTERESTS

Each of the Co-Owners and the Operator is entitled, without the consent of any of the others of them, to own property and to carry on any business or activity whatsoever, whether of the same or different nature as that owned by or carried on by any of them, and whether or not in competition with the Interests, the Property or any activity carried on by any of them, and neither any Co-Owner nor the Operator shall be liable to account to any of the other of them.

25. NOTICES

Any notice or communication required or permitted to be given to the Nominee, the Vendor, the Operator or the Co-Owners hereunder shall be in writing and shall be given by delivery or by mailing to same to be addressed as follows:

(a) To the Nominee, the Vendor or the Operator, at its respective mailing address provided in Section 4 above.

LV V1-LV V24,LV V159-LV V211-41420

(b) To each Co-Owner at his last address shown on the Co-Owners Record maintained by the Operator.

Any notice or communication delivered as aforesaid shall be in the English language but may be accompanied by an unofficial translation and shall be deemed to have been given to the addressee on the day of delivery, if delivered by courier or, if mailed as aforesaid, shall be deemed to have been given to the addressee on the 10th Business Day following the mailing of such notice, provided that, for such purposes, no day during which there shall be a strike or other occurrence which shall interfere with normal mail services shall be considered a Business Day. If delivery of any notice or communication is made via fax, delivery shall be deemed to have been made on the day following the sending of the fax unless such day is not a Business Day, in which case delivery shall be deemed to have been made on the next Business Day.

26. FURTHER ACTS

The parties hereto agree to execute and deliver such further and other documents and to perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

27. BINDING EFFECT

Subject to the restrictions on Transfers herein contained, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and permitted assigns.

28. SEVERABILITY

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts, by original or facsimile signature, with the same affect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same agreement.

30. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, in the Country of Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

31. DISPUTE RESOLUTION

Any disputes, claims, disagreements, differences, (including, without limitation, interpretation, performance and enforcement) (collectively the "**Dispute**") that may arise between the Co-Owners or any of them and/or the Operator and/or the Nominee relating in any manner to this Agreement, the Property, or the Interests or any of them, shall attempted to be resolved by mediation and if such mediation is not successful, then by arbitration.

LV V1-LV V24,LV V159-LV V211-41420

Upon written demand of the Nominee, the Operator or the Co-Owners or any them and within 10 days after such demand, the parties shall attempt to appoint a mediator. If within such period of time they are unable to agree on a mediator, the Dispute shall be resolved by arbitration. If the parties to the Dispute are unable to agree upon a single arbitrator within 10 days after a demand has been made by any party to the Dispute to appoint a single arbitrator then, any party to the Dispute may apply, to a Justice of the Superior Court of Justice sitting in the City of Toronto, in the Province of Ontario, Canada for the appointment of an arbitrator.

The arbitration shall proceed in accordance with the provisions of the *Arbitration Act*, 1991 (Ontario) and any amendments or successor legislation thereto, which provisions shall apply *mutatis mutandis*. The arbitrator shall have the power to determine the procedure for the arbitration and to deliver his or her award notwithstanding the default by any party in respect of any procedural order made by the arbitrator.

The arbitrator shall proceed immediately to hear and determine the Dispute. The award of the arbitrator shall be made within 30 days after the appointment of the arbitrator, subject to any reasonable delay due to unforeseen circumstances. The award of the arbitrator shall be in writing and signed by the arbitrator, and shall be final and binding on the parties to the Dispute, not subject to any appeal, and the parties to the Dispute shall abide by the award and perform the terms and conditions thereof. The arbitration award shall deal with the costs of arbitration and all matters related thereto including the arbitrator's fees and expenses. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Unless otherwise mutually agreed, any mediation or arbitration of a Dispute shall take place in the Municipality of Metropolitan Toronto, in the Province of Ontario, in the Country of Canada.

32. NO INTENTION TO CREATE A PARTNERSHIP

The Co-Owners acknowledge, agree and declare that the entering into of this Agreement does not, and is not intended to, create a partnership, for any purpose. The Co-Owners further agree that nothing herein is to be construed as a limitation of the powers or rights of any Co-Owner to carry on its separate respective activities. Except for the Operator as contemplated in this Agreement, none of the Co-Owners shall have the right to bind any of the other Co-Owners, transact any business in any of the other Co-Owners names or on their behalf or incur any liability for or on behalf of any of the other Co-Owners. The Co-Owners agree that they shall each report their income or loss arising from the ownership of their Interests, for both accounting and income tax purposes, and to the applicable taxing authorities, as co-venture parties independent of one another, and not as partners in a partnership.

33. NO RIGHT TO PARTITION, ETC.

Each of the Co-Owners, by becoming a party to this Agreement, agrees and will be deemed to have agreed that he will not seek any remedy or right for the termination of this Agreement which would otherwise be available at law or in equity or for the termination of the co-ownership of the Property or which would otherwise be available pursuant to the *Partition Act*, R.S.O. 1980, c. 369,) and any amendments or successor legislation thereto, and each such Co-Owner shall be forever estopped from asserting otherwise and from seeking such remedy or right. In the event of any breach of the provisions of this Section 33 by a Co-Owner, the other Co-Owners and the Operator shall, in addition to all rights and remedies at law or in equity to which it is or they are otherwise entitled, be entitled to a decree or order

LV V1-LV V24,LV V159-LV V211-41420

perpetually restraining and enjoining such partition, application, action or other proceeding, and the first-mentioned Co-Owner shall not plead in defence thereto that there would be an adequate remedy at law, it being acknowledged by all the parties hereto that the injury and damages flowing from any such breach would be impossible to measure monetarily.

34. TIME

Time shall be of the essence of this Agreement.

35. REFERENCE DATE

This Agreement is dated for reference as of the 30TH day of January 2015.

IN WITNESS WHEREOF this Agreement is executed with effect as of the day and year first above written.

EXECUTED this 18TH day of MARCH 2015 with effect as of the day and year first above written.

CO-OWNER

WITNESS

SIGNATURE OF WITNESS

Signature of Witness

Print: CHIAKI HAYASHI

SIGNATURE OF CO-OWNER

Signature of Co-Owner

Print: AKIKO KOBAYASHI

LV V1-LV V24,LV V159-LV V211-41420

EXECUTED this 8TH day of MAY, 2015 with effect as of the day and year first above written.

LONDON VALLEY V INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

EXECUTED this 8TH day of MAY, 2015 with effect as of the day and year first above written.

TSI-LV V INTERNATIONAL CANADA INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

LV V CAPITAL MANAGEMENT INC.

EXECUTED this 8TH day of MAY, 2015 with effect as of the day and year first above written.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

SCHEDULE "1"

Legal Description of Property

Lands and premises located in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lots 58 & 59 ETR Westminster Designated Parts 8 & 9, 33R2972; and PT LT 59, ETR Westminster as in 559255; Save & Except Part 1, Plan ER864297; City of London

LV V1-LV V24,LV V159-LV V211-41420

SCHEDULE "2"

NOTICE OF REQUISITION OF ORDINARY RESOLUTION

By Co-Owners

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____, 201_ .

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: AKIKO KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV V1-LV V24,LV V159-LV V211

By Operator

NOTICE IS HEREBY GIVEN that the undersigned requests the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned signed to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____ , 201__.

LV V CAPITAL MANAGEMENT INC.

Per: _____

Name:
Title:
I have authority to bind the Corporation.

Appendix 1

FORM OF ORDINARY RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____, 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: AKIKO KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV V1-LV V24,LV V159-LV V211

Identification No. _____

SCHEDULE "3"

NOTICE OF REQUISITION OF SPECIAL RESOLUTION

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners to approve the Special Resolution attached hereto as Appendix I **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Special Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Special Resolution.

Dated the _____ day of _____, 201__.

Witness		**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: AKIKO KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV V1-LV V24,LV V159-LV V211

Identification No. _____

Appendix I

FORM OF SPECIAL RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____ , 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: AKIKO KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV V1-LV V24,LV V159-LV V211

Identification No. _____

DECLARATION OF TRUST

Cert. No. LV_V_JP_5898d8095428ee310bf7fa3da1864ff7

ID. 41420 UDI. LV V1-LV V24,LV V159-LV V211

Interest: 77/797TH

This is to certify that AKIKO KOBAYASHI is the owner of an undivided beneficial 77/797TH interest (the "Interest") representing a value of Seven Hundred Seventy Thousand dollars of lawful money of Canada (C$770,000.00) in the real property located in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lots 58 & 59 ETR Westminster Designated Parts 8 & 9, 33R2972; and PT LT 59, ETR Westminster as in 559255; Save & Except Part 1, Plan ER864297; City of London (the "Property") and that LONDON VALLEY V INC., as the registered holder of title to the Property, declares and acknowledges that it is holding title to the Property in trust for and on behalf of AKIKO KOBAYASHI, to the extent of the Interest.

Reference is made to the co-owners agreement (the "Agreement") dated for reference as of the 30TH day of January 2015 among the owner of the Interest named in the within Declaration of Trust, TSI-LV V INTERNATIONAL CANADA INC., LONDON VALLEY V INC., LV V CAPITAL MANAGEMENT INC. and all other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of the Agreement. The Agreement provides for certain rights and obligations of the owners of undivided beneficial interest in the Property.

This Declaration of Trust and the Interest represented hereby are not transferable by delivery but only by the registered holder hereof, or by his agent duly authorized in writing, upon compliance with the provisions of the Agreement, including delivery to TSI-LV V INTERNATIONAL CANADA INC. at its principal office in Mississauga, Ontario, of this Declaration of Trust together with a duly executed transfer of beneficial interest in the form required by TSI-LV V INTERNATIONAL CANADA INC.

IN WITNESS WHEREOF LONDON VALLEY V INC. and TSI-LV V INTERNATIONAL CANADA INC. have caused this Declaration of Trust to be signed by its duly authorized officers this 8TH day of MAY 2015.

LONDON VALLEY V INC.

Per: D. Carl

Name:
Title:
I/We have authority to bind the Corporation

TSI-LV V INTERNATIONAL CANADA INC.

Per: D. Carl

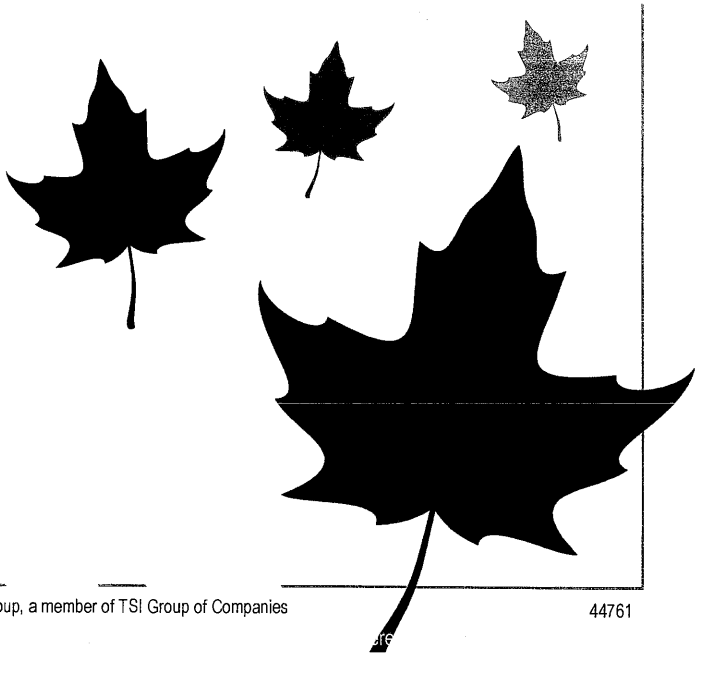
Name:
Title:
I/We have authority to bind the Corporation

2289

TSI INTERNATIONAL

LONDON VALLEY V INC.

HIRONORI KOBAYASHI



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UNIT IDENTIFICATION NO. LV V295-LV V335

AGREEMENT OF SALE AND PURCHASE dated the 15TH day of NOVEMBER, 2020

BETWEEN

MIZUE FUKIAGE

Identification: DRIVER'S LICENSE (528701029170)

Address: 413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Phone Number: 81-776-27-5321

(hereinafter referred to as the "**Purchaser**")

-and-

TSI-LV V INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario,

(hereinafter referred to as the "**Vendor**");

-and-

LONDON VALLEY V INC.,
a corporation incorporated under the laws of the Province of Ontario

(hereinafter referred to as the "**Nominee**")

WHEREAS:

A The Vendor is the beneficial owner of an undivided interest in a parcel of land described in Schedule "B" annexed to this Agreement (the "**Property**") and title to which Property is registered in the name of the Nominee.

B The Vendor is engaged in the business of land banking, the prime focus of which is to locate and purchase raw land and to endeavour to rezone the land through the applicable land development process to an approved use determined by the Vendor to be suitable and appropriate in all of the circumstances, and to thereby enhance the value of the land.

C. The Purchaser acknowledges that rezoning of the Property is uncertain and may take many years to achieve, often six years or longer, and that there can be no assurance that rezoning will be obtained, or if obtained, to permit for such use or uses as were requested and/or otherwise on terms and conditions that are satisfactory.

D. The Vendor may from time to time sell undivided beneficial interests in the Property to various purchasers.

E. The Purchaser acknowledges that real estate investments are generally subject to various risks, including a lack of liquidity, the highly competitive nature of the real estate industry, changes in general economic conditions (such as the availability and cost of mortgage funds), conditions of supply and demand for any particular type of real estate in the particular area, government regulations and changes thereto (including uncertainties and delays in zoning, subdivision and development regulatory approval processes, taxation of property and environmental legislation), changes in governments and the political

environment in the jurisdiction where the real estate is located, and sensitivity to interest rates, among other factors.

F. The Purchaser acknowledges having had the opportunity to review this Agreement and its schedules with its advisors and to conduct such due diligence investigations as the Purchaser deemed appropriate with respect to all matters pertaining to the Property and to the Vendor.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. SALE OF UNDIVIDED BENEFICIAL INTEREST IN LAND

1.1 The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser a 41/797TH undivided beneficial interest in the Property (the "**Purchaser's Land Interest**").

1.2 The Purchaser's Land Interest will be identified by the following designated identification number: LV V295-LV V335

2. . PURCHASE PRICE

2.1 The Purchaser shall pay the aggregate sum of Ten Thousand Dollars of lawful money of Canada (C$10,000.00) for each 1/797TH undivided beneficial interest in the Property upon execution of this Sale and Purchase Agreement, of which Nine Thousand Five Hundred Dollars (C$9,500.00) of lawful money of Canada will be paid on account of the purchase price for such interest, and Five Hundred Dollars (C$500.00) of lawful money of Canada will be paid into a segregated account known as the "Concept Planning Fund" (the "**Concept Planning Fund**") to be used to defray costs, expenses and fees to be incurred in connection with the Property, as more particularly hereinafter described and as described in the Co-Owners Agreement (as such term is hereinafter defined).

2.2 The Purchaser hereby agrees to purchase the Purchaser's Land Interest for a total purchase price of THREE HUNDRED EIGHTY-NINE THOUSAND AND FIVE HUNDRED DOLLARS ONLY of lawful money of Canada (C$389,500.00) (the "**Purchase Price**"), and to pay the amount of TWENTY THOUSAND AND FIVE HUNDRED DOLLARS ONLY of lawful money of Canada (C$20,500.00) into the Concept Planning Fund (the "**Concept Planning Fund Contribution**"). All references in this Agreement to payments of money being made shall mean lawful money of Canada.

2.3 The Purchase Price excludes applicable harmonized sales tax (the "**HST**") pursuant to the *Excise Tax Act*, R.S.C. 1985, c E-15, as amended (the "**ETA**") and the Purchaser agrees to pay the HST in addition to the Purchase Price and the Concept Planning Fund Contribution, unless the Purchaser has obtained and inserted (or instructed to be inserted) its HST registration number set forth below on the signing page of this Agreement, below its signature, prior to acceptance of this Agreement by the Vendor, in which case the Purchaser hereby represents and warrants that it is a registrant for HST purposes under the provisions of the ETA, under such registration number.

2.4 Included in the Purchase Price and the Concept Planning Fund Contribution, the Purchaser shall be responsible for the payment of land transfer tax ("**LTT**") under the *Land Transfer Act*, R.S.O., c L.6. as amended (the "**LTTA**"), in the amount of FOUR

THOUSAND FIVE HUNDRED AND EIGHTY-THREE DOLLARS AND THIRTY-THREE CENTS of lawful money of Canada (C$4,583.33).

2.5 The Purchaser covenants to pay, make and submit all necessary payments, filings and remittances within the time periods required therefor under the provisions of the ETA, if applicable, and the LTTA, and the regulations thereunder. The Purchaser hereby authorizes the Vendor on behalf of the Purchaser and with the Purchaser's funds, to make any and all payments, filings and remittances within the time periods required therefore under the provisions of the ETA relating to HST, if applicable, and under the provisions of the LTTA relating to LTT required to be made by the Purchaser arising from its acquisition of the Purchaser's Land Interest. While the Vendor agrees to assist the Purchaser in submitting such payments, remittances and filings, for greater certainty, nothing herein contained shall oblige the Vendor to make any payments or remittances from its own resources or funds and all such payments and remittances and filings shall be the Purchaser's obligation.

2.6 Funds in the Concept Planning Fund shall be applied towards defraying future costs of every nature and kind related to the Property, including property management costs, costs, fees, and services incurred in connection with planning activities, development submissions, subdivision applications, operational costs and all other activities and matters concerning or related to the Property, as determined by the Operator (as such term is defined in the Co-Owners Agreement) which would be incurred by or on behalf of the Purchaser as a Co-Owner. The Concept Planning Fund is intended to be a deposit account. The Purchaser's proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Purchaser following completion of the sale of the Property. The Purchaser's proportionate share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of the Co-Owners Agreement) will be paid by the Purchaser (in its capacity as a Co-Owner) and deducted from its proportionate share of any sale proceeds receivable by it, if and when the Property is sold or otherwise disposed of.

3. PAYMENT OF THE PURCHASE PRICE

3.1 The Purchaser hereby agrees that the Purchase Price, the Concept Planning Fund Contribution, and all other amounts due and payable hereunder, shall be paid to the Vendor on the Closing Date (as hereinafter defined). Following the Closing Date, the Vendor shall deliver the Concept Planning Fund Contribution to the Operator for deposit into the Concept Planning Fund.

3.2 All payments of the Purchase Price, the Concept Planning Fund Contribution, and such other amounts shall be made through the appointed agent (the "**Vendor's Agent**"), the Vendor's authorised agent and representative in the jurisdiction of residence of the Purchaser, and the Vendor hereby directs the Purchaser to make all such payments to the Vendor's Agent, who is authorised by the Vendor to acknowledge receipt of the Purchase Price and other amounts paid hereunder.

4. CLOSING DATE, DELIVERIES, COSTS, NON-MERGER

4.1 The date on which this Agreement is signed by the Purchaser and is accepted and signed by the Vendor and the Nominee shall be the "**Closing Date**". On the Closing Date, in addition to delivering the Purchase Price and this Agreement, the Purchaser agrees to deliver to the Vendor's Agent a copy of the Co-Owners Agreement signed by the Purchaser.

4.2 Within ninety (90) days after the Closing Date, the Vendor agrees to deliver to the Purchaser the following documents (the "**Closing Documents**"):

(a) this Agreement, duly executed by the Vendor and the Nominee;

(b) a Declaration of Trust (as hereinafter defined), duly executed by the Nominee; and

(c) the Co-Owners Agreement (as hereinafter defined), duly executed by the Nominee and Operator (as therein defined).

4.3 The Vendor shall pay for the cost of drafting and/or settling the Closing Documents. The Vendor shall not be obligated to pay any other costs associated with the purchase of the Purchaser's Land Interest.

4.4 This Agreement shall be irrevocable by the Purchaser for a period of 120 days following its execution and delivery to the Vendor or the Vendor's Agent. This Agreement shall only become binding upon the Vendor and the Nominee following the Vendor and the Nominee having each accepted this Agreement as signified by its respective execution of this Agreement where indicated below.

4.5 All representations, warranties and covenants of the Purchaser as set out in this Agreement shall not merge upon closing but shall survive closing and the Closing Date.

5. VENDOR REPRESENTATIONS AND WARRANTIES

5.1 The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in completing the sale and purchase transaction contemplated in this Agreement:

(a) the Vendor is the beneficial owner of the Purchaser's Land Interest with good and marketable title thereto, subject to Section 6.1;

(b) registered title to the Property and beneficial title to the Purchaser's Land Interest shall be good and marketable and clear and free from all mortgages, charges and financial liens on the Closing Date;

(c) the Vendor has the right, power and authority to sell the Purchaser's Land Interest as contemplated in this Agreement;

(d) the Vendor is a corporation properly constituted and in good standing under the laws of the Province of Ontario and the laws of Canada applicable therein; and

(e) the Vendor is not now and on the Closing Date will not be a non-resident of Canada within the meaning of the *Income Tax Act* (Canada), R.S.C. 1985, c.1 (5th Supp.), as amended from time to time.

6. EASEMENTS, LIENS , REGISTERED AGREEMENTS

6.1 Other than any mortgage, charge or financial lien which the Vendor is required to discharge pursuant to this Agreement, registered title to the Property, and beneficial title to the Purchaser's Land Interest, shall be subject to all other liens and encumbrances registered

on title to the Property on the Closing Date or which may be registered against the title to the Property after the Closing Date, including those registered in connection with the rezoning or development process relating to the Property, and including, without limitation, agreements with the applicable municipality or region, agreements with public regulated utilities, easements for the supply of domestic utility or telephone services to the Property or properties which are adjacent to the Property, easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the Property or its proposed development, other registered restrictions or covenants that run with the lands, and the restrictions and reservations in the Crown patent.

7. PURCHASER(S)' REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 The Purchaser represents and warrants to and covenants in favour of the Vendor as follows:

(a) there are no liens, mortgages, judgements, executions or other encumbrances, related to or attaching to the Purchaser's Land Interest or any part thereof;

(b) the Purchaser shall keep the Purchaser's Land Interest and every part thereof free and clear of all liens, mortgages, other encumbrances, judgements or executions. The Purchaser warrants and represents that all such liens, mortgages, judgements, executions other encumbrances, if any, shall be discharged and removed forthwith at the Purchaser's sole cost and expense and the Purchaser shall hold harmless the Vendor and all other beneficial owners of undivided interests in the Property from time to time against any and all claims, liabilities, actions, cause of actions, charges, demands and costs, including solicitors fees in connection therewith; and

(c) the Purchaser will not register or cause to be registered this Agreement, the Co-Owners Agreement, notice of this Agreement, notice of the Co-Owners Agreement, notice of the Purchaser's Land Interest, or any caution against title to the Property and the Purchaser shall forthwith remove and discharge any such registration at its costs and expense, failing which the Vendor may do so at the cost and expense of the Purchaser.

7.2 The foregoing warranties, representations and covenants of the Purchaser shall not merge on closing but shall survive closing and the Closing Date.

8. PURCHASER(S)' PARTICULARS, NATURE OF VESTING OF BENEFICIAL TITLE

8.1 The Purchaser agrees and confirms that the personal information provided in Schedule "A" annexed hereto is true, accurate and complete and agrees to inform the Vendor in writing forthwith of any change in any of the information therein provided.

8.2 If there is more than one person that comprises the Purchaser, then the Purchaser's Land Interest will be held as joint tenants with right of survivorship unless the box below is initialled by the Purchaser in which case the Purchaser's Land Interest will be deemed to be held as tenants-in-common, in the percentages noted therein.

[ ] Purchaser elects to hold Purchaser's Land Interest as tenants- in -common and not as joint tenants, as follows: _____ as to ___%, _____ as to ____%.

9. PRESENT STATE AND CONDITION OF PROPERTY

9.1 The Purchaser hereby agrees that the purchase of the Purchaser's Land Interest is on an "as is, where is basis" with no representations or warranties whatsoever made by the Vendor, other than as expressly set out in this Agreement.

10. TITLE INSURANCE

10.1 The Nominee as registered owner of the Property obtained title insurance upon acquiring the Property (the "**Title Insurance Policy**") in such form and in such amount and with such stipulations, limitations and qualifications respecting coverage as it deemed appropriate.

11. NOMINEE AS BARE TRUSTEE; DECLARATION OF TRUST

11.1 The Purchaser acknowledges that the registered title to the Property is held by the Nominee, as nominee and bare trustee for the Vendor to the extent of its undivided beneficial interest in the Property, and as nominee and bare trustee for others to the extent of their respective undivided beneficial interests in the Property, and that on completion of the transaction herein contemplated the Nominee will hold the registered title to the Property to the extent of the Purchaser's Land Interest as nominee and bare trustee for the Purchaser and others to the extent of their respective undivided beneficial interests in the Property.

11.2 The mailing address of the Nominee for receiving notices shall be 14-30 Eglinton Avenue West, Box 133, Mississauga, Ontario L5R 0C1 Canada, provided that the Nominee may change its mailing address from time to time by giving notice in writing to that effect pursuant to the notice provisions contained in the Co-Owners Agreement.

11.3 The Nominee agrees to execute and deliver to the Purchaser a declaration of trust (the "**Declaration of Trust**") wherein it will confirm that, from and after the Closing Date, it is holding the title to the Property for and on behalf of the Purchaser, to the extent of the Purchaser's Land Interest, in the place and stead of the Vendor

11.4 The Purchaser acknowledges that the registered title to the Property shall at all times be in the name of the Nominee.

12. NO RIGHT TO USE, OCCUPY OR ACCESS

12.1 The Purchaser agrees that it hereby waives all rights of use, occupation and rights of access to the Property, and any part thereof, in order to facilitate the future rezoning and ultimate subdivision and re-development of the Property, for the benefit of all Co-Owners. The provisions of this Section 12 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date.

13. CO-OWNERS AGREEMENT

13.1 The Purchaser agrees that concurrent with its execution and delivery of this Agreement, the Purchaser shall execute and deliver the agreement or a counterpart of the co-

owners agreement, a draft copy of which is annexed hereto as Schedule "C" (the "**Co-Owners Agreement**").

13.2 The Co-Owners Agreement shall govern, amongst other things, the following:

(a) the rights and obligations of the Purchaser, as owner and any other owners of undivided beneficial interests in the Property;

(b) any future sale, financing and/or development of the Property;

(c) procedures for consent and approvals by the Co-Owners (as such term is defined in the Co-Owners Agreement);

(d) appointing the Operator (as such term is defined in the Co-Owners Agreement) for and on behalf of the Co-Owners;

(e) the rights and obligations of the Operator of the Property;

(f) the obligation of the Nominee as registered holder of the title to the Property for an on behalf of the Co-Owners;

(g) the right to transfer or assign the Purchaser's Land Interest or any part thereof and the terms conditions to be satisfied with respect to any such assignment or transfer; and

(h) such other matters as are therein contained.

13.3 The Vendor shall not be obligated but shall have the right to retain an undivided beneficial interest in the Property to such extent as it may in its absolute discretion deem appropriate and thus be a co-owner thereof and with respect to such undivided beneficial interest it shall be subject to the terms of the Co-Owners Agreement and entitled to exercise the rights of a Co-Owner.

14. SUBDIVISION CONTROL PROVISIONS

14.1 The Vendor agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and this Agreement shall be effective to create an interest in the Property provided that the provisions of the *Planning Act* (Ontario) are complied with in connection with the transaction of sale and purchase of the Purchaser's Land Interest.

15. NO REPRESENTATIONS, WARRANTIES OR ADVICE

15.1 The Purchaser acknowledges that none of the Vendor, the Nominee, the Vendor's Agent nor anyone acting on its or their behalf has made any representations or warranties except as are expressly set forth in this Agreement or the Co-Owners Agreement, nor given any advice respecting the tax treatment relating to the purchase or disposition of the Purchaser's Land Interest or any part thereof or the Property, nor as to the timing of sale, rezoning or development of the Property nor with respect to any potential or anticipated profit to be derived or derivable from the Purchaser's Land Interest or the Property.

15.2 The Purchaser has been urged and advised to consult with the Purchaser's own respective advisors including legal and tax advisors, with respect to the purchase and other

matters pertaining to the Property and the Purchaser's Land Interest and the Closing Documents.

16. SOURCE OF FUNDS

16.1 The Purchaser hereby represents, warrants, confirms and acknowledges that the source of the Purchaser's funds:

(a) are not derived directly or indirectly from any crime;

(b) are not linked directly or indirectly to any terrorists or against anti terrorist laws;

(c) are not embargoed funds; and

(d) are not obtained in violation of any laws or seeking to escape or avoid any tax laws;

16.2 The Purchaser covenants that all payments and remittances shall strictly comply , at its own expense, with all regulatory or exchange control provisions in force on the Closing Date and applicable to this Agreement.

16.3 The provisions of this Section 16 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date

17. NOTICES

17.1 All notices required hereunder shall be in writing and in the English language and may be served either personally upon the parties or by electronic transmission namely by fax or email addressed to the Parties at their respective last known addresses, fax number or email address.

18. HEIRS, ASSIGNS, ETC.

18.1 This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective heirs , administrators, executors, successors and permitted assigns; provided that, the Purchaser shall not be entitled to assign this Agreement or any of its rights hereunder without the prior written approval of the Vendor, which approval may be withheld in its absolute discretion.

19. SUPERCEDING AGREEMENT

19.1 This Agreement shall supercede any and all previous discussions, representations, agreements or understandings made by or on behalf of either of the parties hereto for or relating to the purchase and sale of the Purchaser's Land Interest.

20. SCHEDULES

20.1 Schedules "A", "B" and "C" annexed hereto form an integral part of this Agreement and shall be read together with this Agreement.

21. COUNTERPARTS

21.1 This Agreement may be executed in any number of counterparts and by original or facsimile signature with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement.

22. LAWS AND JURISDICTION-ONTARIO

22.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

23. CAPTIONS

23.1 The captions of the sections of this Agreement are for convenience only and do not amplify or limit in any way the provisions hereof.

24. EFFECT OF PARTIAL INVALIDITY ON THIS AGREEMENT

24.1 In the event that any provision of this Agreement is illegal, void or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

25. FACSIMILE DOCUMENTS

25.1 The parties agree to accept facsimile executed documents, including Closing Documents, as if they were originally signed documents.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SET OUT BELOW.

WITNESSED BY: DATE OF EXECUTION: 2020-11-15

THE PURCHASER

HIROFUMI UCHITOMI	**HIRONORI KOBAYASHI**
Print Name of Witness	Print Name of Purchaser
✓ 内留博文	小林博紀 ★
Signature of Witness	Signature of Purchaser
Witness Identification Number	HST Number: 80496 0508 RT0001

✓

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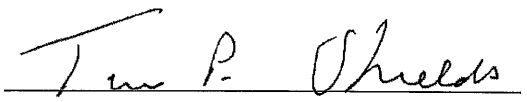
DATE OF EXECUTION: 2021-02-26
THE VENDOR:

TSI-LV V INTERNATIONAL CANADA INC.
Per:



Name:
Title:
HST Number: 82147 9797 RT0001

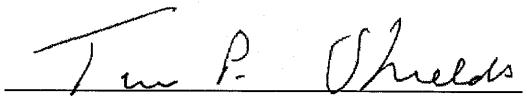
I/We have the authority to bind the Corporation.

DATE OF EXECUTION: 2021-02-26

THE NOMINEE:

LONDON VALLEY V INC.

Per:



Name:
Title:
I/We have the authority to bind the Corporation.

This document produced 11/07/[illegible] by [illegible] submitted by MASAO KOBAYASHI (#41120). It is considered to be the original

SCHEDULE "A" – PURCHASER(S) PARTICULARS

Information Concerning Purchaser(s):

1. PURCHASER:

Full Name: HIRONORI KOBAYASHI

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: 413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Home Telephone: 81-776-27-5321 Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: _____

Country of Birth: JAPAN

The following have been provided to the Vendor:

(✓) Driver's Licence ( ) Passport ( ) Other_____

2. Second or additional person as Purchaser:

Full Name: _____

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: _____

Home Telephone: _____ Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: _____

Country of Birth: _____

The following have been provided to the Vendor:

( ) Driver's Licence ( ) Passport ( ) Other_____

SCHEDULE "B" – PROPERTY and NOMINEE

LEGAL DESCRIPTION OF PROPERTY

Lands and premises in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lots 58 & 59 ETR Westminster Designated Parts 8 & 9, 33R2972; and PT LT 59, ETR Westminster as in 559255; Save & Except Part 1, Plan ER864297; City of London

REGISTERED HOLDER OF LEGAL TITLE TO PROPERTY

LONDON VALLEY V INC.

Office: 14-30 Eglinton Avenue West, Box 133, Mississauga, Ontario L5R 0C1 Canada

Tel No: 1-905-276-6650

Fax No: 1-866-674-8271

SCHEDULE "C" – CO-OWNERS AGREEMENT

UNIT IDENTIFICATION NO. LV V295-LV V335

CO-OWNERS AGREEMENT

LONDON VALLEY V INC.

THIS CO-OWNERS AGREEMENT is dated 30TH day of January, 2015

BETWEEN:

HIRONORI KOBAYASHI,

Identification: DRIVER'S LICENSE (528701029170)

Address: 413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

(hereinafter referred to as the "**Purchaser**")

-and-

LONDON VALLEY V INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Nominee**")

-and-

TSI-LV V INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Vendor**")

-and-

LV V CAPITAL MANAGEMENT INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Operator**")

-and-

All other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of this Agreement

(hereinafter collectively referred to as the "**Co-Owners**")

WHEREAS:

1. Pursuant to a Sale and Purchase Agreement, the Vendor has sold to the Purchaser, and the Purchaser has purchased from the Vendor, an undivided beneficial interest in the Property;

2. The Nominee is the registered owner of the Property and has agreed to hold the Property as nominee and bare trustee for and on behalf of the Co-Owners from time to time;

3. Every purchaser of an undivided beneficial interest in the Property, every assignee of such purchaser, and every assignee of each such assignee, is required to execute and deliver a counterpart of this Agreement and shall be bound as a Co-Owner pursuant thereto; and

4. This Agreement sets forth the provisions which govern the Co-Owners' ownership of undivided beneficial interests in the Property and any future sale, financing and/or development with the Property and their respective undivided beneficial interests therein.

NOW THEREFORE in consideration of the payment of the sum of One Dollar ($1.00) and other good and valuable consideration now paid by each party to the other, the receipt of which is hereby acknowledged, and of the premises and the mutual covenants herein contained, the parties hereto hereby covenant and agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall be deemed to have the following meanings:

(a) "**ASPE**" shall have the meaning ascribed thereto in Section 16 of this Agreement;

(b) "**Additional Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(c) "**this Agreement**", "**hereof**", "**herein**," "**hereunder**" and words to like effect, refer to this Co-Owners Agreement as a whole and not to any particular provision, as it may be amended, supplemented and/or restated from time to time;

(d) "**Business Day**" means any day of the week other than a Saturday, Sunday or a day which is a statutory holiday, in Ontario, Canada;

(e) "**Concept Planning Fund**" shall have the meaning ascribed thereto in Section 18 of this Agreement;

(f) "**Co-Owners**" means the owners from time to time of Interests and who have signed a counterpart of this Agreement, and shall include the Purchaser, as well as the Vendor to the extent that it retains any Interest, and "**Co-Owner**" means any of the Co-Owners;

(g) "**Co-Owners Record**" has the meaning ascribed thereto in Section 11 of this Agreement;

(h) "**CRA**" means the Canada Revenue Agency, established pursuant to the *Canada Revenue Agency Act*, S.C. 1999, c. 17, which administers tax laws of Canada, including under the *Income Tax Act*, for the Government of Canada;

(i) "**Declaration of Trust**" means the declaration of trust executed by the Nominee concurrently with the completion by a Co-Owner of the purchase from the Vendor of an Interest and pursuant to which the Nominee declares and confirms that it holds registered title to the Property in trust for and on behalf of such Co-Owner, to the extent of such Co-Owner's respective Interest. For greater certainty, "**Declaration of Trust**" includes the declaration of trust executed by the Nominee upon the completion by a Co-Owner of the Transfer of an Interest to a transferee in accordance with the provisions of this Agreement, and includes the declaration of trust executed by the Nominee in favour of the Vendor at the time of its acquisition of the Property;

(j) "**Designated Person**" shall have the meaning ascribed thereto in Section 10 of this Agreement;

(k) "**Dispute**" shall have the meaning ascribed thereto in Section 31 of this Agreement;

(l) "***Excise Tax Act***" means the *Excise Tax Act* (Canada), as amended from time to time, including the regulations made pursuant thereto;

(m) "**HST**" means the harmonized sales tax payable pursuant to the *Excise Tax Act*, including the Province of Ontario's portion thereof;

(n) "***Income Tax Act***" means the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.), as amended from time to time, including the regulations made pursuant thereto;

(o) "**Initial Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(p) "**Interest**" means the undivided beneficial interest in the Property purchased by a Co-Owner pursuant to a Sale and Purchase Agreement, and includes any undivided beneficial interest in the Property continued to be owned by the Vendor, and "**Interests**" means every Interest;

(q) "***Land Transfer Tax Act***" means the *Land Transfer Tax Act*, R.S.O. c.L.6, as amended;

(r) "**LTT**" means the land transfer tax payable pursuant to the *Land Transfer Tax Act*;

(s) "**Net Income**" shall have the meaning attributed thereto in Section 6(j) of this Agreement;

(t) "**Notice Requisitioning an Ordinary Resolution**" shall have the meaning attributed thereto in Section 8 of this Agreement;

(u) "**Notice Requisitioning a Special Resolution**" shall have the meaning attributed thereto in Section 10 of this Agreement;

(v) "**Offer**" shall have the meaning attributed thereto in Section 19 of this Agreement;

(w) "**Operator**" means LV V CAPITAL MANAGEMENT INC., or the Designated Person that may be appointed as the Operator's replacement as determined in accordance with Section 10 of this Agreement;

(x) "**Ordinary Resolution**" means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 51% of the aggregate Interests in the Property;

(y) "**Planning Activities**" means the reports, plans, studies, audits, assessments, investigations, legal proceedings, procedures, filings, submissions, applications and/or any other actions taken or made in respect of or in furtherance of the rezoning of, or other land use planning matters related to, the Property;

(z) "**Property**" means the real property legally described on Schedule "1" annexed hereto;

(aa) "**Retained Interest**" shall have the meaning attributed thereto in Section 23 of this Agreement;

(bb) "**Sale and Purchase Agreement**" means the agreement of sale and purchase, or an agreement substantially in the form of the agreement of sale and purchase, entered into

between the Vendor, as vendor, and each Co-Owner (other than the Vendor), as purchaser, pursuant to which each Co-Owner agreed to acquire its respective Interest in the Property. **"Sale and Purchase Agreements"** means every Sale and Purchase Agreement;

(cc) "**Special Resolution**" means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 85% of the aggregate Interests in the Property;

(dd) "**Transfer**" shall have the meaning ascribed thereto in Section 11 of this Agreement; and

(ee) "**Vendor**" means TSI-LV V INTERNATIONAL CANADA INC.

2. INTERPRETATION

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) the division of this Agreement into Articles, paragraphs, subparagraphs and schedules and the insertion of headings are provided for convenience only and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;

(b) all references to currency herein are references in Canadian dollars;

(c) any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto;

(d) any reference to an entity shall include and shall be deemed to be a reference to any entity that is a successor to such entity;

(e) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

3. TITLE

Legal title to the Property shall be held in the name of the Nominee, which shall hold such title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Vendor, to the extent of its Retained Interest, if any.)

4. MAILING ADDRESSES

The mailing address of the Nominee, the Vendor and the Operator shall be 14-30 Eglinton Avenue West, Box 133, Mississauga, Ontario L5R 0C1 Canada, provided that the Nominee, the Vendor and/or the Operator may change its mailing address from time to time by giving notice in writing to that effect to all Co-Owners, pursuant to the notice provisions contained in this Agreement.

5. REPRESENTATIONS AND WARRANTIES OF THE NOMINEE AND OPERATOR

(a) The Nominee represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite power, capacity and corporate authority to act as nominee and to perform its obligations under this Agreement;

(iii) it shall not carry on any business other than for the purposes set forth in this Agreement;

(iv) it holds and shall continue to hold legal title to the Property as nominee and bare trustee for and on behalf of each Co-Owner to the extent of each Co-Owner's Interest; and

(v) it shall only deal with the Property in the manner and as provided for in this Agreement.

(b) The Operator represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite capacity and corporate authority to act as Operator, and to perform its obligations under this Agreement; and

(iii) it shall comply with its obligations as provided for in this Agreement.

6. OPERATION AND MANAGEMENT OF THE PROPERTY

The Co-Owners hereby appoint the Operator and the Operator hereby accepts the appointment as the operator and manager of the Property and agrees to undertake such Planning Activities as the Operator may determine in its discretion, acting reasonably, are required to rezone the Property to such use or uses as the Operator shall determine, acting reasonably, and in the best interest of the Co-Owners. The Operator agrees to carry out such Planning Activities and to operate and manage the Property in good faith and in the best interest of the Co-Owners. The Operator agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and to proceed diligently to make all necessary applications to rezone the Property to such use or uses as the Operator shall determine, in its reasonable discretion, and to use its reasonable commercial efforts, at the cost and expense of the Co-Owners, with such costs to be defrayed out of the Concept Planning Fund initially, to obtain all necessary approvals and consents from applicable governmental authorities in connection therewith. Subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have such general powers and authority to administer, manage, control, operate, finance, refinance, develop, lease, grant easements and other rights in, under and over, the Property and to do any act, take any proceeding, make any decision and execute and deliver any instrument, deed, agreement, affidavit or document necessary for or incidental to any of the foregoing, for and on behalf and in the name of the Co-Owners, or as the Co-Owners may so direct by Special Resolution. No person dealing with the Operator

will be required to enquire into the authority of the Operator to do any act, take any proceeding, make any decision or execute and deliver any instrument, deed, agreement or document for or on behalf or in the name of the Co-Owners.

Without limiting the generality of the foregoing provisions of this Section 6, but subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have the following specific powers and authorities without further authority or approval from the Co-Owners:

(a) to engage such professional advisers and consultants as the Operator considers advisable in order to perform its duties hereunder;

(b) to open and operate one or more bank accounts in its name, as agent for the Co-Owners in respect of the Property with a Canadian chartered bank or trust company, into which the Operator may deposit all rentals, if any, and other income earned from the Property (if any) (which for greater certainty shall not include the Concept Planning Fund), and out of which account(s) all expenses properly relating to the Property shall be paid, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of such funds to cover all such expenses;

(c) to execute, deliver and carry out all other agreements which require execution by or on behalf of the Co-Owners with respect to the Property, including without limitation, any agreements required by any governmental or statutory authority having jurisdiction over or with respect to the Property, development agreements, site plan agreements, cost sharing agreements, easements and rights of way;

(d) to enter into lease and/or tenancy arrangements in respect of the Property or any part thereof and to collect all rentals and other income therefrom, if any, provided that nothing herein shall constitute a guarantee by the Operator of the payment of any rent by tenants;

(e) to pay all taxes, fees and other expenses relating to the orderly maintenance and management of the Property out of the Concept Planning Fund, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of funds to cover all such expenses;

(f) to commence or to defend on behalf of the Co-Owners, the Nominee, or itself, any and all actions and other proceedings pertaining to the Property or to the Co-Owners;

(g) to determine the amount and type of insurance coverage, if any, to be maintained in order to protect the Property and the Co-Owners from all usual perils of the type covered in respect of comparable properties and in order to comply with the requirements of any lenders of funds;

(h) to retain, employ and pay and discharge on behalf of the Co-Owners all servants, employees, advisors, consultants and/or contractors necessary to be retained for the management and operation of the Property, including, without limitation, for matters relating to its rezoning and development;

(i) to contract on behalf of the Co-Owners for water, gas, electricity and other utility services and commodities, including cable and telephone services necessary for the development, operation and maintenance of the Property; and

(j) to distribute the Net Income from the ownership, operation, use, financing, refinancing, and/or sale of the Property (if any) to each Co-Owner, proportionate to its respective Interest. For the purposes of this Agreement, "**Net Income**" shall mean the gross receipts (which, for greater certainty, shall not include the Concept Planning Fund) derived in any way from dealing with the Property, received by or on behalf of the Co-Owners from the ownership, operation, use, leasing, financing, refinancing, sale of, and/or development and/or any other dealing with of the Property, minus the aggregate of all proper expenses and charges incurred in connection therewith, calculated on an accrual basis, including:

(i) payment of principal and interest owing to mortgagees or other encumbrancers, or other lenders;

(ii) realty taxes, property tax assessments, charges or levies made by any duly constituted governmental or statutory authority, due and owing and secured by a right or apparent right to claim a lien or charge upon the Interests, or any of them, or the Property, and money due and owing from improvements to the Property secured by a lien or charge in favour of materialmen or workmen or trade contractors or other like persons or corporations upon the Interests, or any of them, or the Property;

(iii) all costs and expenses of any sale, financing or refinancing;

(iv) all development costs and expenses;

(v) all costs and expenses of operating, maintaining, leasing, managing, using, and/or developing the Property, and the costs and expenses of repair;

(vi) lighting, electricity and public utilities costs and expenses;

(vii) professional fees reasonably attributed to the Property, its operation, use, financing, refinancing, sale and/or development;

(viii) all other costs, expenses or disbursements which are properly attributable to the Property, except payments to the Co-Owners on account of capital or distribution of Net Income; and

(ix) reserves in such amount as deemed appropriate by the Operator from time to time, including without limitation for the purposes of replacement of major equipment, major renovations and repairs, leasehold improvements, marketing costs and any other reserves normally required for the prudent operation, use, financing, refinancing, sale and/or development of a like property.

Each Co-Owner shall have a proportionate beneficial interest in all of the gross cash receipts derived from the Property and shall be responsible for its proportionate share of the expenses and charges incurred in connection with the Property, in each case proportionate to its respective Interest. Each Co-Owner hereby irrevocably directs the Operator to pay its proportionate share of such expenses and charges out of its proportionate share of such gross cash receipts, as well as out of the Concept Planning Fund.

Each Co-Owner hereby confirms and acknowledges that neither the Operator nor any of its officers, directors, employees, advisors, consultants, agents or representatives has made any warranty or representation, or given any advice:

(k) as to or in respect of the tax treatment of the purchase, disposition or holding of the Interest by a Co-Owner; or

(l) as to the timing of the rezoning or sale or development of the Property or the returns attainable by the Co-Owners upon a sale or lease of or other dealing with the Property.

Each Co-Owners acknowledges that he has been advised to seek his own independent legal and tax counsel prior to entering into a Sale and Purchase Agreement and this Agreement.

7. AUTHORITY TO WITHHOLD

The Operator is authorized to withhold any amounts required to be withheld from any distribution or other payment to a Co-Owner pursuant to the provisions of the *Income Tax Act* and to make payment of any such amount on behalf of a Co-Owner to the CRA, on account of taxes as may be required by law.

8. POWERS EXERCISABLE BY ORDINARY RESOLUTION

Notwithstanding anything to the contrary contained in this Agreement, the following powers shall only be exercisable by the Operator after an Ordinary Resolution is passed by the Co-Owners:

(a) approving the sale or exchange of all or any part of the Property (other than the sale of Interests by the Operator pursuant to Sale and Purchase Agreements);

(b) approving a proposal or plan to develop the Property;

(c) subject to Section 17, consenting to the amendment of this Agreement, provided that, no amendment to this Agreement shall impose or increase any financial or other obligations upon any of the Nominee of the Operator, or in any way adversely affect the Nominee or the Operator, without the prior written approval of the Nominee or the Operator, as the case may be;

(d) approving or ratifying the making of an Additional Advance by the Operator, in accordance with Section 18; or

(e) requiring that the financial statements for the Property be audited.

Other than a matter which under the terms of this Agreement requires a Special Resolution, the Operator may at any time and from time to time by notice in writing to all Co-Owners substantially in the form annexed hereto as Schedule "2" (the "**Notice Requisitioning an Ordinary Resolution**") request the Co-Owners to consider and approve any matter relating to the Property not requiring a Special Resolution. The Notice Requisitioning an Ordinary Resolution shall specify with reasonable detail the matter to be approved by the Co-Owners.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution. If the Operator fails to deliver such Notice Requisitioning an Ordinary Resolution within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or a group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the

Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution which the Operator failed to deliver within the time provided in this Section 8 for the Operator to do so.

9. POWERS EXERCISABLE BY SPECIAL RESOLUTION

The following powers shall only be exercisable by Special Resolution passed by the Co-Owners:

(a) terminating the appointment of the Operator and appointing a new Operator from time to time, in accordance with the provisions of Section 10;

(b) instituting or continuing an action or suit against the Operator for damages based upon the fraud or gross negligence of the Operator in the performance of its obligations under this Agreement;

(c) requiring the Operator to remove the incumbent independent firm of chartered accountants qualified in Canada appointed pursuant to Section 16 and requiring the Operator to appoint a replacement; or

(d) apppointing a replacement for the Nominee in the event that the Nominee should be wound up or dissolved or be declared a bankrupt, such replacement to hold legal title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Operator if it retains any Retained Interest.)

10. CONTROL AND AUTHORITY VESTS WITH CO-OWNERS

The Co-Owners may by Special Resolution terminate and remove the Operator (in its capacity as Operator and not as a Co-Owner)and appoint a new Operator in its place and stead. Such new Operator shall be bound by all of the terms of this Agreement and shall execute an agreement confirming that it is bound under this Agreement as if it was an original signatory thereto.

Upon termination, the Operator terminated shall forthwith upon request of the person designated in the Special Resolution as the replacement Operator (the "**Designated Person**") do the following:

(a) deliver all agreements, documents, instruments, books and records and writings relating to the Property in its possession to the Designated Person, including, without limitation, the Co-Owners Record;

(b) execute and deliver such consents, acknowledgements and assignments pertaining to the Property and any Planning Activities as the Designated Person may require;

(c) cause its representatives on the board of directors of the Nominee to execute resignations as directors and officers forthwith after being required to do so by the Designated Person, provided the Nominee shall continue to indemnify such directors and officers in accordance with its by-laws in existence at the date hereof;

(d) execute and deliver a release in form and content satisfactory to the Designated Person, acting reasonably, releasing the Nominee and the Co-Owners from any liability, provided that: (i) the release by the Operator shall not release the Co-Owners from their obligation to continue to indemnify the Operator pursuant to Section 21 hereof; and (ii) the

Operator receives a release in form and content satisfactory to the Operator, acting reasonably, executed by the Nominee and by the Designated Person for and on behalf of itself and each of the Co-Owners, releasing the Operator from any liability, and the Co-Owners expressly acknowledge and agree that the Designated Person shall have the power and authority to deliver such release, without any further approval or authorization required from the Co-Owners;

(e) do all things necessary and execute all necessary documents to effect the change of shareholders of the Nominee as directed by the Designated Person; and

(f) otherwise co-operate and assist to carrying out and giving effect to each of the actions set out in Section 10(a), (b), (c), (d) and (e) above.

The Operator may at any time and from time to time by notice in writing, substantially in the form annexed hereto as Schedule "3" (the "**Notice Requisitioning a Special Resolution**") to all Co-Owners, request the Co-Owners to consider and approve any matter relating to the Property requiring a Special Resolution pursuant to the terms of this Agreement. The Notice Requisitioning a Special Resolution shall specify with reasonable detail the matter to be considered and approved by Special Resolution.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning a Special Resolution with respect to any matter relating to the Property, including any matter requiring a Special Resolution pursuant to this Agreement. If the Operator fails to deliver such Notice Requisitioning a Special Meeting within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the Notice Requisitioning a Special Resolution which the Operator failed to deliver within the time provided in this Section 10 for the Operator to do so.

11. CO-OWNERS RECORD AND TRANSFERS OF INTEREST

The Operator shall record and at all times maintain and keep up to date a record of the names, addresses and other contact information for the Co-Owners, and the Interest held by each of the Co-Owners as well as particulars of any Transfer of Interests (collectively, the "**Co-Owners Record**").

No Co-Owner shall sell, transfer, assign, mortgage, pledge, grant a security interest or otherwise encumber or dispose of its Interest in the Property (each, a "**Transfer**"), except in compliance with any applicable requirements of the *Securities Act* (Ontario) and any other applicable legislation and otherwise in accordance with the provisions of this Agreement, if and to the extent required.

A Co-Owner may Transfer an Interest or part thereof provided that such Co-Owner complies and satisfies each of the following conditions:

(a) the transferor first delivers to the Operator an original or notarial copy of the executed document or instrument effecting the Transfer which shall be in such form as may be acceptable to the Operator, acting reasonably;

(b) the transferee agrees in writing and in such form as may be acceptable to the Operator, to be bound by the terms of this Agreement and upon completion of the Transfer to

assume the obligations of the transferor under this Agreement in respect of the Interest subject to the Transfer;

(c) the transferor delivers or causes to be delivered to the Operator a direction addressed to both the Nominee and the Operator, in form and substance satisfactory to the Operator and the Nominee, directing the Nominee to execute and deliver a Declaration of Trust for the Interest subject to the Transfer in favour of the transferee;

(d) the transferee pays such costs, expenses and disbursements, including legal fees, as are reasonably incurred by the Operator by reason of the Transfer;

(e) the transferee pays all applicable HST pursuant to the *Excise Tax Act*, and all applicable LTT pursuant to the *Land Transfer Tax Act*, and makes or causes to be made any and all necessary filings, payments and remittances within the time periods required therefor under the provisions of the *Excise Tax Act* and the *Land Transfer Tax Act* and the respective regulations thereunder;

(f) the transferor either provides the transferee with evidence reasonably satisfactory to the transferee that the transferring Co-Owner is not then a "non-resident" of Canada within the meaning of the *Income Tax Act* or provide the transferee with a certificate pursuant to subsection 116(2) of the *Income Tax Act* with a certificate limit in an amount not less than the purchase price for the Interest subject to the Transfer; provided that if such evidence or certificate is not forthcoming, the transferee shall be entitled to make the payment of tax required under section 116 of the *Income Tax Act* and to deduct such payment from the purchase price for the Interest subject to the Transfer;

(g) the transferee executes and delivers to the Operator a counterpart of the Agreement; and

(h) the transferor provides such other documents, agreements, acknowledgements and confirmations as may be required by the Operator or by law (including compliance by the transferring Co-Owner with the provisions of the *Securities Act* (Ontario) if and to the extent applicable).

When a transferee of an Interest is entitled to become a Co-Owner pursuant to the provisions hereof, the Operator will:

(i) record a Transfer of the Interest; and

(j) forward a Declaration of Trust to the transferee in respect of the Interest so transferred.

For the avoidance of doubt, a Transfer by Co-Owner may include a transfer into trust, in which case the terms "sale and purchase agreement", "Purchaser", "purchase", "purchased", and "sale", wherever such terms appear in this Agreement, shall be read so as to recognize that such Transfer is not a purchase and sale transaction between a Co-Owner and a purchaser but a transaction in the nature of a transfer into trust by the transferring Co-Owner to a trustee. Nothing in this Section 11 shall be construed to affect the provisions of Section 12 of this Agreement.

12. OPERATOR NOT BOUND TO SEE TO TRUST OR EQUITY

Other than pursuant to the terms of the Declaration of Trust, the Operator shall not be bound to see to the execution of any trust, express, implied or constructive, or any charge, pledge or equity to which any Interest is subject, or to ascertain or inquire whether any sale or transfer of any such Interest by any Co-Owner or by his personal representatives is authorized by such trust, charge, pledge or equity, or to recognize any person having any interest therein except for the person or persons recorded by the Operator as the Co-Owner.

13. INCAPACITY, DEATH, INSOLVENCY OR BANKRUPTCY

Where a person becomes entitled to an Interest by incapacity, death, insolvency or bankruptcy of a Co-Owner or otherwise by operation of law, in addition to the requirements of Section 11 hereof, that person will not be recorded as or become a Co-Owner until:

(a) he produces evidence satisfactory to the Operator of such entitlement; and

(b) he has delivered such other evidence, approvals and consents in respect of such entitlement as the Operator may require and as may be required by applicable law or by this Agreement.

14. DECLARATIONS OF TRUST

A separate Declaration of Trust shall be executed and delivered by the Nominee to each Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of a Co-Owner to the extent of the Co-Owner's Interest. Provided that the Transfer of an Interest has been effected in accordance with the provisions of Section 11 of this Agreement, a separate Declaration of Trust shall be executed and delivered by the Nominee to each transferee Co-Owner of an Interest from a transferring Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of the transferee Co-Owner to the extent of such Co-Owner's Interest.

15. LOST DECLARATIONS OF TRUST

Where a Co-Owner by notice in writing advises the Operator that the Declaration of Trust with respect to such Co-Owner's Interest has been defaced, lost or destroyed or wrongly taken, the Operator may cause a new Declaration of Trust to be issued, provided that the Co-Owner files with the Operator an indemnity in such form as is satisfactory to the Operator to indemnify the Operator, the Nominee and the other Co-Owners from any loss, cost, liability or damages that it or they may incur or suffer by complying with the request to issue a new Declaration of Trust, and provided further that the Co-Owner satisfies all other reasonable requirements of the Operator, including delivery of a form of proof of loss.

16. BOOKS AND RECORDS AND FINANCIAL REPORTS

The Operator will keep or cause to be kept on behalf of the Co-Owners at the Operator's principal place of business in Ontario:

(a) full and accurate books of account and records of all financial transactions relating to the Property including, without limitations, the receipts and expenditures relating to the Property and the Concept Planning Fund;

(b) the Co-Owners Record setting out the name and address of each Co-Owner; and

(c) copies this Agreement and all counterparts.

At any time upon 10 Business Days written notice to the Operator a Co-Owner may request the Operator to examine any of the documents noted in clauses (a) and (b) above at the office of the Operator and may take copies thereof provided that such requesting Co-Owner pays the reasonable cost to the Operator for making such copies, provided further that any such requesting Co-Owner shall have first provided an affidavit and undertaking, in form and substance satisfactory to the Operator, acting reasonably, duly sworn before a notary public or other individual authorized to administer oaths in the jurisdiction of residence of the

Purchaser, stating: (aa) the name and address of such requesting Co-Owner, and that the Co-Owner is a Co-Owner; (bb) that the Co-Owners Record shall not be used by the requesting Co-Owner or any other person except in connection with a *bona fide* effort to influence the voting by Co-Owners on an Ordinary Resolution or a Special Resolution; (ccc) that the information so provided is subject to applicable privacy rules and regulations; (ddd) that none of the information provided pursuant to clause (a) above shall be disclosed by or on behalf of the requesting Co-Owner to any person who is not a Co-Owner, that such information is proprietary to the Operator and the Co-Owners, and that its disclosure could cause irreparable harm to the other Co-Owners and the Operator; (eee) that the requesting Co-Owner will not, directly or indirectly, offer for sale or purchase, or otherwise traffic in, a list or copy of a list of the Co-Owners or any information contained in the Co-Owners Record; (fff) the requesting Co-Owner acknowledges and agrees that in the event of a breach of any of the covenants, provisions and restrictions in affidavit, the Co-Owners' and Operator's remedy in the form of monetary damages may be inadequate and that the Operator, for itself and on behalf of the other Co-Owners, shall be authorized and entitled, in addition to all other rights and remedies available to it and them, to apply for and obtain from any court of competent jurisdiction interim and permanent injunctive relief and an accounting of all profits and benefits arising out of such breach; and (ggg) that the requesting Co-Owner shall indemnify and hold harmless the Operator and the Nominee and the other Co-Owners from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee or the other Co-Owners by reason of any breach by such requesting Co-Owner of any of the covenants, provisions and restrictions contained in the affidavit.

The Operator shall provide or cause to be provided to each Co-Owner not later than 120 days after the end of each calendar year, financial statements showing the financial results for the Property for such calendar year. The Operator shall retain, at the expense of the Co-Owners, an independent firm of chartered accountants qualified in Canada to prepare such financial statements. Such financial statements shall contain a balance sheet, and a statement of cash flows and shall be prepared in accordance with Canadian accounting standards for private enterprises ("**ASPE**") applicable to the real estate industry in Canada and applied on a consistent basis from year to year. The financial statements shall not be required to be audited unless the Co-Owners by Ordinary Resolution require audited financial statements. For greater certainty, the funds in the Concept Planning Fund are hereby recognized as being the funds of the Operator, not of the Co-Owners.

17. AMENDMENT OF AGREEMENT

This Agreement may be amended in writing on the initiative of the Operator with the consent of the Co-Owners given by Ordinary Resolution. Notwithstanding the foregoing, the Operator may, without any prior notice to or consent from the Co-Owners amend any provision of this Agreement from time to time:

(a) to cure an ambiguity or to correct or supplement any provision contained herein which, in the reasonable opinion of the Operator, may be defective or inconsistent with any other provision contained herein, and with respect to which the cure, correction or supplemental provision does not and will not adversely affect the Interests of the Co-Owners; or

(b) to make such other provisions in regard to matters or issues relating to or arising under this Agreement which, in the reasonable opinion of the Operator, do not and will not adversely affect the Interests of the Co-Owners.

The Operator agrees to inform the Co-Owners by written notice within 60 days following the effective date of an amendment to this Agreement and provide copies of the amending agreement within the said 60 days.

18. PLANNING ACTIVITIES AND CONCEPT PLANNING FUND

As agent for the Vendor, the Operator shall deposit an amount equivalent to the Concept Planning Fund Contribution (as such term is defined in each Sale and Purchase Agreement) received by the Vendor under every completed Sale and Purchase Agreement into a single, segregated account (the "**Concept Planning Fund**") to be in the name of the Operator and to be used by the Operator solely for the purpose of paying the costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities, and those costs and expenses enumerated in Section 6(j) of this Agreement.

The Concept Planning Fund is intended to be a deposit account. Each Co-Owner's respective proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Co-Owner following completion of the sale of the Property. Each Co-Owner's share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of this Agreement) will be paid by the Co-Owner and deducted from his proportionate share of any sale proceeds receivable by him, if and when the Property is sold or otherwise disposed of. Each Co-Owner hereby irrevocably authorizes and directs the Operator to withhold from his proportionate share of any amounts otherwise receivable by it under this Agreement the amount of any such shortfall, and to pay such amount to the Operator.

The Operator shall keep proper and accurate records and details of all expenses paid out of the Concept Planning Fund, and at the request of the Vendor, provide access to the Vendor's representatives to such records and details of expenses to permit the Vendor to satisfy itself that such expenses were paid in accordance with the provisions of this Agreement.

The Operator shall prepare, perform and take or cause to be prepared, performed and taken all Planning Activities as it determines in its reasonable discretion are necessary for and on behalf of the Co-Owners including, without limitation, the following:

(a) surveys and concept plans in connection with the rezoning of the Property;

(b) in the reasonble discretion of the Operator, engage all consultants and professionals including, without limitation, legal counsel with respect to rezoning of the Property or any other Planning Activities;

(c) enter into or request the Nominee to enter into and deliver any documents, consent, acknowledgements or agreements including, without limitation, easements, rights in the nature of an easement, transfers, undertakings, applications, appeals and/or any other similar or related agreements or documents which may be required in the reasonable discretion of the Operator in connection with the Planning Activities;

(d) pay for all costs and expenses associated with Planning Activities, municipal property taxes and the cost of maintaining the Property, out of the Concept Planning Fund, and if insufficient, out of additional funds provided by the Co-Owners; and

(e) keep detailed records and accounts for or pertaining to the Planning Activities.

If the amount set aside in the Concept Planning Fund is not sufficient to defray all costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities and those costs and expenses enumerated in Section 6(j) of this Agreement, the Operator, in the exercise of its absolute discretion, and without the approval of the Co-Owners, may advance to the Co-Owners an amount or amounts on account of such shortfall to a maximum of 5% of the aggregate purchase prices paid by all Co-Owners for their respective Interests(collectively, the "**Initial Advance**"). The Initial Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance made to the Co-Owners out of the proceeds of the sale of the Property.

If the cost of Planning Activities exceeds the combination of the Concept Planning Fund and the Initial Advance, the Operator, as it deems necessary in the exercise of its absolute discretion but subject to the approval of the Co-Owners by way of an Ordinary Resolution, may advance to the Co-Owners additional amounts as may be required for such purposes (collectively, the "**Additional Advance**"). The Additional Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, after repayment of the Initial Advance, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance and the Additional Advance made to the Co-Owners out of the proceeds of the sale of the Property.

19. SALE OF THE PROPERTY

Any offer to purchase the Property received by the Operator or the Nominee, which the Operator deems acceptable (the "**Offer**") shall be presented to all of the Co-Owners for consideration and if approved by an Ordinary Resolution such Offer shall be accepted by the Nominee and such acceptance shall be binding upon all of the Co-Owners. Any sale of the Property by the Nominee resulting from an Offer the acceptance of which was approved by an Ordinary Resolution of the Co-Owners shall be deemed to include the sale by the Co-Owners of the Interests.

The Co-Owners hereby agree that Operator shall have the right, exercisable by notice in writing to the Co-Owners within 30 days after the Co-Owners have passed an Ordinary Resolution to accept the Offer, to purchase the Property at the same price and on the same terms and conditions as are contained in the Offer approved by Ordinary Resolution of the Co-Owners.

If the Operator fails to provide the notice exercising its right to purchase the Property on the same terms and conditions as are contained in the Offer within the said 30 days, then the Nominee shall accept the Offer and complete the transaction with the party that made the Offer the acceptance of which was approved by Ordinary Resolution of the Co-Owners.

20. HST AND LTT

Each of the Co-Owners hereby authorizes the Operator to make any and all filings, payments and/or remittances for HST with respect to the purchase by each Co-Owner of his respective Interest and any other payments of HST applicable to the services provided to the Nominee or in respect of the Property or the Interest of a Co-Owner.

Each Co-Owners hereby authorizes the Operator to carry out any HST reporting or filing obligations that are required in respect of the Interests or the Property. Such authority shall

include the execution of any documents that have to be or which may be advisable to be executed under the *Excise Tax Act*. The Operator shall to the extent required under the *Excise Tax Act* make and satisfy all filing and reporting obligations of a Co-Owner with respect to the Interest of the Co-Owner and shall provide each Co-Owner with copies of such filings and reports.

Each of the Co-Owners hereby authorizes the Operator to make any and all filings payments and/or remittances, from funds provided by the Co-Owner, relating to LTT arising from the purchase by each Co-Owner from the Vendor of his respective Interest in the Property. For greater certainty, each of the Co-Owners hereby authorizes the Operator on behalf of the Co-Owner and with the Co-Owner's funds to make any and all payments, remittances and filings under the provisions of the *Land Transfer Tax Act* relating to LTT and within the time period required therefor under the *Land Transfer Tax Act*, arising from the acquisition and/or ownership of the Interest. The Operator shall provide each Co-Owner with copies of such filings and evidence of the payments and remittances upon the written request of a Co-Owner.

21. POWER OF ATTORNEY

Each Co-Owner hereby nominates, constitutes and appoints each of the Operator and the Nominee, acting alone or together, with full power of substitution, as his true and lawful attorney and agent with full power and authority in his name, place and stead, for his use and benefit, to do the following, as fully and effectually as the Co-Owner could do if personally performed including, without limitation:

(a) execute and deliver all such documents or instruments on behalf of and in the name of the Co-Owners, or any of them, as may be deemed necessary by the Operator to carry out fully the provisions of this Agreement in accordance with its terms;

(b) execute, swear to, acknowledge, deliver, file and/or remit to or with the Ministry of Finance (Ontario) pursuant to the *Land Transfer Tax Act*, as amended, all necessary returns and payment or remittances in connection with the acquisition by the Co-Owners of their respective Interests in the Property;

(c) execute, acknowledge, deliver and file and/or remit to or with the CRA, all necessary instruments, declarations, certificates and other documents, and remittances relating to HST;

(d) execute, acknowledge, deliver and file as and where required any election made pursuant to subsection 273(1) of the *Excise Tax Act* as contemplated in each Purchase Agreement;

(e) execute and deliver all conveyances, agreements, documents and other instruments pertaining to the sale, development, redevelopment, financing, refinancing or leasing of the Property as the Operator determines in its sole discretion is in the best interests of the Co-Owners, and as permitted by this Agreement or authorized by Ordinary Resolution or Special Resolution of the Co-Owners; and

(f) execute, acknowledge, deliver and file any and all CRA non-resident personal income tax returns.

Each Co-Owner acknowledges and confirms that the power of attorney granted herein is made pursuant to the *Powers of Attorney Act* (Ontario) and is a power coupled with an interest, will survive the death, disability or other legal incapacity of the Co-Owner and will survive the assignment (to the extent of the Co-Owner's obligations hereunder) by the Co-Owner of the whole or any part of his Interest and extends to the heirs, executors, administrators, successors

and assigns of the Co-Owner and may be exercised by the Operator or the Nominee, acting alone or together, executing on behalf of the Co-Owners, or any of them, any instrument, by listing all of the Co-Owners to be bound by such instrument with a single signature as attorney and agent for all of them, or otherwise. Each of the Co-Owners agrees to be bound by any representations and actions made or taken in good faith and in accordance with the terms of this Agreement by the Nominee and/or the Operator pursuant to such power of attorney in accordance with the terms hereof and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the Nominee or the Operator taken in good faith under such power of attorney. The Operator shall, at the written request of a Co-Owner, provide such Co-Owner with copies of any of the documents or instruments executed, sworn, delivered, acknowledged or remitted by the Operator for and on behalf of that Co-Owner only under the power of attorney provided for in this Section 21.

22. INDEMNIFICATION

Each of the Co-Owners hereby agrees, severally and not jointly or jointly and severally, to indemnify and hold harmless the Operator and the Nominee from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee, or by any one or more attorneys appointed by it or them under the power to substitute pursuant to the power of attorney provision contained in Section 21 above, by reason of acts, omissions or alleged acts or omissions arising out of the activities of the Operator or the Nominee on behalf of the Co-Owners or in furtherance of the Interests of the Co-Owners but only if the acts, omissions or the alleged acts or omissions in respect of which any actual or threatened action, proceeding or claim are based, were performed in good faith and in accordance with the Agreement.

23. VENDOR'S RIGHT TO RETAIN AN INTEREST

The Co-Owners acknowledge and agree that the Vendor has the right, but not the obligation, to retain an undivided beneficial Interest in the Property (a "**Retained Interest**"), to whatever extent it wishes, and the Vendor to the extent of any such Retained Interest shall for the purposes of this Agreement be a Co-Owner and be deemed to be bound by this Agreement. The Vendor may at any time and from time to time Transfer and assign all or any part of such Retained Interest to any person or persons it deems appropriate and upon such Transfer or assignment, the assignee or transferee thereof shall execute a counterpart of this Agreement and shall be a Co-Owner to the extent of the Retained Interest so transferred or assigned.

24. COMPETING INTERESTS

Each of the Co-Owners and the Operator is entitled, without the consent of any of the others of them, to own property and to carry on any business or activity whatsoever, whether of the same or different nature as that owned by or carried on by any of them, and whether or not in competition with the Interests, the Property or any activity carried on by any of them, and neither any Co-Owner nor the Operator shall be liable to account to any of the other of them.

25. NOTICES

Any notice or communication required or permitted to be given to the Nominee, the Vendor, the Operator or the Co-Owners hereunder shall be in writing and shall be given by delivery or by mailing to same to be addressed as follows:

(a) To the Nominee, the Vendor or the Operator, at its respective mailing address provided in Section 4 above.

(b) To each Co-Owner at his last address shown on the Co-Owners Record maintained by the Operator.

Any notice or communication delivered as aforesaid shall be in the English language but may be accompanied by an unofficial translation and shall be deemed to have been given to the addressee on the day of delivery, if delivered by courier or, if mailed as aforesaid, shall be deemed to have been given to the addressee on the 10th Business Day following the mailing of such notice, provided that, for such purposes, no day during which there shall be a strike or other occurrence which shall interfere with normal mail services shall be considered a Business Day. If delivery of any notice or communication is made via fax, delivery shall be deemed to have been made on the day following the sending of the fax unless such day is not a Business Day, in which case delivery shall be deemed to have been made on the next Business Day.

26. FURTHER ACTS

The parties hereto agree to execute and deliver such further and other documents and to perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

27. BINDING EFFECT

Subject to the restrictions on Transfers herein contained, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and permitted assigns.

28. SEVERABILITY

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts, by original or facsimile signature, with the same affect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same agreement.

30. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, in the Country of Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

31. DISPUTE RESOLUTION

Any disputes, claims, disagreements, differences, (including, without limitation, interpretation, performance and enforcement) (collectively the "**Dispute**") that may arise between the Co-Owners or any of them and/or the Operator and/or the Nominee relating in any manner to this Agreement, the Property, or the Interests or any of them, shall attempted to be resolved by mediation and if such mediation is not successful, then by arbitration.

Upon written demand of the Nominee, the Operator or the Co-Owners or any them and within 10 days after such demand, the parties shall attempt to appoint a mediator. If within such period of time they are unable to agree on a mediator, the Dispute shall be resolved by arbitration. If the parties to the Dispute are unable to agree upon a single arbitrator within 10 days after a demand has been made by any party to the Dispute to appoint a single arbitrator then, any party to the Dispute may apply, to a Justice of the Superior Court of Justice sitting in the City of Toronto, in the Province of Ontario, Canada for the appointment of an arbitrator.

The arbitration shall proceed in accordance with the provisions of the *Arbitration Act*, 1991 (Ontario) and any amendments or successor legislation thereto, which provisions shall apply *mutatis mutandis*. The arbitrator shall have the power to determine the procedure for the arbitration and to deliver his or her award notwithstanding the default by any party in respect of any procedural order made by the arbitrator.

The arbitrator shall proceed immediately to hear and determine the Dispute. The award of the arbitrator shall be made within 30 days after the appointment of the arbitrator, subject to any reasonable delay due to unforeseen circumstances. The award of the arbitrator shall be in writing and signed by the arbitrator, and shall be final and binding on the parties to the Dispute, not subject to any appeal, and the parties to the Dispute shall abide by the award and perform the terms and conditions thereof. The arbitration award shall deal with the costs of arbitration and all matters related thereto including the arbitrator's fees and expenses. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Unless otherwise mutually agreed, any mediation or arbitration of a Dispute shall take place in the Municipality of Metropolitan Toronto, in the Province of Ontario, in the Country of Canada.

32. NO INTENTION TO CREATE A PARTNERSHIP

The Co-Owners acknowledge, agree and declare that the entering into of this Agreement does not, and is not intended to, create a partnership, for any purpose. The Co-Owners further agree that nothing herein is to be construed as a limitation of the powers or rights of any Co-Owner to carry on its separate respective activities. Except for the Operator as contemplated in this Agreement, none of the Co-Owners shall have the right to bind any of the other Co-Owners, transact any business in any of the other Co-Owners names or on their behalf or incur any liability for or on behalf of any of the other Co-Owners. The Co-Owners agree that they shall each report their income or loss arising from the ownership of their Interests, for both accounting and income tax purposes, and to the applicable taxing authorities, as co-venture parties independent of one another, and not as partners in a partnership.

33. NO RIGHT TO PARTITION, ETC.

Each of the Co-Owners, by becoming a party to this Agreement, agrees and will be deemed to have agreed that he will not seek any remedy or right for the termination of this Agreement which would otherwise be available at law or in equity or for the termination of the co-ownership of the Property or which would otherwise be available pursuant to the *Partition Act*, R.S.O. 1980, c. 369,) and any amendments or successor legislation thereto, and each such Co-Owner shall be forever estopped from asserting otherwise and from seeking such remedy or right. In the event of any breach of the provisions of this Section 33 by a Co-Owner, the other Co-Owners and the Operator shall, in addition to all rights and remedies at law or in equity to which it is or they are otherwise entitled, be entitled to a decree or order

perpetually restraining and enjoining such partition, application, action or other proceeding, and the first-mentioned Co-Owner shall not plead in defence thereto that there would be an adequate remedy at law, it being acknowledged by all the parties hereto that the injury and damages flowing from any such breach would be impossible to measure monetarily.

34. TIME

Time shall be of the essence of this Agreement.

35. REFERENCE DATE

This Agreement is dated for reference as of the 30TH day of JANUARY, 2015.

IN WITNESS WHEREOF this Agreement is executed with effect as of the day and year first above written.

EXECUTED this 15TH day of NOVEMBER, 2020 with effect as of the day and year first above written.

CO-OWNER

WITNESS

✓ 内富博文

Signature of Witness

Print: **HIROFUMI UCHITOMI**

小林博紀 ★

Signature of Co-Owner

Print: **HIRONORI KOBAYASHI**

EXECUTED this 26TH day of FEBRUARY, 2021 with effect as of the day and year first above written.

LONDON VALLEY V INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

EXECUTED this 26TH day of FEBRUARY, 2021 with effect as of the day and year first above written.

TSI-LV V INTERNATIONAL CANADA INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

EXECUTED this 26TH day of FEBRUARY, 2021 with effect as of the day and year first above written.

LV V CAPITAL MANAGEMENT INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

This document replaces U.S. Pat. No. [illegible] to Kenji [illegible] et al. It is believed to be the original

SCHEDULE "1"

Legal Description of Property

Lands and premises located in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lots 58 & 59 ETR Westminster Designated Parts 8 & 9, 33R2972; and PT LT 59, ETR Westminster as in 559255; Save & Except Part 1, Plan ER864297; City of London

SCHEDULE "2"

NOTICE OF REQUISITION OF ORDINARY RESOLUTION

By Co-Owners

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____, 201_ .

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: HIRONORI KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV V295-LV V335

By Operator

NOTICE IS HEREBY GIVEN that the undersigned requests the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned signed to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemd to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____ , 201__.

LV V CAPITAL MANAGEMENT INC.

Per: _____

Name:
Title:
I have authority to bind the Corporation.

Appendix 1

FORM OF ORDINARY RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____ , 201__.

Witness		**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: HIRONORI KOBAYASHI
Address: _____	)	Address: _____
_____		_____

Unit Identification No. LV V295-LV V335

Identification No. _____

SCHEDULE "3"

NOTICE OF REQUISITION OF SPECIAL RESOLUTION

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners to approve the Special Resolution attached hereto as Appendix 1 **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Special Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Special Resolution.

Dated the _____ day of _____, 201__.

Witness		**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: HIRONORI KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV V295-LV V335

Identification No. _____

Appendix I

FORM OF SPECIAL RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____ , 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: HIRONORI KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV V295-LV V335

Identification No. _____

DECLARATION OF TRUST

Cert. No. LV52021022644761 Interest: 41 / 797TH

ID. 44761 UDI. LV V295-LV V335

This is to certify that HIRONORI KOBAYASHI is the owner of an undivided beneficial 41/797TH interest (the "**Interest**") representing a value of FOUR HUNDRED AND TEN THOUSAND DOLLARS ONLY of lawful money of Canada (C$410,000.00) in the real property located in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lots 58 & 59 ETR Westminster Designated Parts 8 & 9, 33R2972; and PT LT 59, ETR Westminster as in 559255; Save & Except Part 1, Plan ER864297; City of London (the "**Property**") and that London Valley V Inc., as the registered holder of title to the Property, declares and acknowledges that it is holding title to the Property in trust for and on behalf of MIZUE FUKIAGE, to the extent of the Interest.

Reference is made to the co-owners agreement (the "**Agreement**") dated for reference as of the 30TH day of January, 2015 among the owner of the Interest named in the within Declaration of Trust, London Valley V Inc., TSI-LV V International Canada Inc., LV V Capital Management Inc. and all other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of the Agreement. The Agreement provides for certain rights and obligations of the owners of undivided beneficial interest in the Property.

This Declaration of Trust and the Interest represented hereby are not transferable by delivery but only by the registered holder hereof, or by his agent duly authorized in writing, upon compliance with the provisions of the Agreement, including delivery to TSI-LV V International Canada Inc. at its principal office in Mississauga, Ontario, of this Declaration of Trust together with a duly executed transfer of beneficial interest in the form required by TSI-LV V International Canada Inc.

IN WITNESS WHEREOF London Valley V Inc. and TSI-LV V International Canada Inc. have caused this Declaration of Trust to be signed by its duly authorized officers this 26TH day of FEBRUARY 2021.

LONDON VALLEY V INC.

Per: Tim P. Shields
Name:
Title:
I/We have authority to bind the Corporation

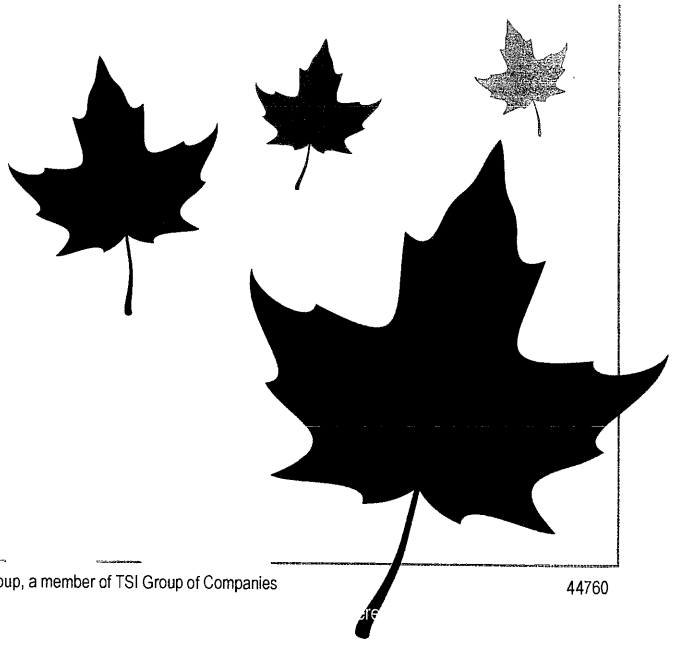
TSI-LV V INTERNATIONAL CANADA INC.

Per: Tim P. Shields
Name:
Title:
I/We have authority to bind the Corporation

TSI INTERNATIONAL

LONDON VALLEY V INC.

MIZUE FUKIAGE



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UNIT IDENTIFICATION NO. LV V49-LV V72

AGREEMENT OF SALE AND PURCHASE dated the 15TH day of NOVEMBER, 2020

BETWEEN

MIZUE FUKIAGE

Identification: DRIVER'S LICENSE (528500942092)

Address: 501 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Phone Number: 81-776-28-6655

(hereinafter referred to as the "**Purchaser**")

-and-

TSI-LV V INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario,

(hereinafter referred to as the "**Vendor**");

-and-

LONDON VALLEY V INC.,
a corporation incorporated under the laws of the Province of Ontario

(hereinafter referred to as the "**Nominee**")

WHEREAS:

A The Vendor is the beneficial owner of an undivided interest in a parcel of land described in Schedule "B" annexed to this Agreement (the "**Property**") and title to which Property is registered in the name of the Nominee.

B The Vendor is engaged in the business of land banking, the prime focus of which is to locate and purchase raw land and to endeavour to rezone the land through the applicable land development process to an approved use determined by the Vendor to be suitable and appropriate in all of the circumstances, and to thereby enhance the value of the land.

C. The Purchaser acknowledges that rezoning of the Property is uncertain and may take many years to achieve, often six years or longer, and that there can be no assurance that rezoning will be obtained, or if obtained, to permit for such use or uses as were requested and/or otherwise on terms and conditions that are satisfactory.

D. The Vendor may from time to time sell undivided beneficial interests in the Property to various purchasers.

E. The Purchaser acknowledges that real estate investments are generally subject to various risks, including a lack of liquidity, the highly competitive nature of the real estate industry, changes in general economic conditions (such as the availability and cost of mortgage funds), conditions of supply and demand for any particular type of real estate in the particular area, government regulations and changes thereto (including uncertainties and delays in zoning, subdivision and development regulatory approval processes, taxation of property and environmental legislation), changes in governments and the political

environment in the jurisdiction where the real estate is located, and sensitivity to interest rates, among other factors.

F. The Purchaser acknowledges having had the opportunity to review this Agreement and its schedules with its advisors and to conduct such due diligence investigations as the Purchaser deemed appropriate with respect to all matters pertaining to the Property and to the Vendor.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. SALE OF UNDIVIDED BENEFICIAL INTEREST IN LAND

1.1 The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser a 24/797TH undivided beneficial interest in the Property (the "**Purchaser's Land Interest**").

1.2 The Purchaser's Land Interest will be identified by the following designated identification number: LV V49-LV V72

2. . PURCHASE PRICE

2.1 The Purchaser shall pay the aggregate sum of Ten Thousand Dollars of lawful money of Canada (C$10,000.00) for each 1/797TH undivided beneficial interest in the Property upon execution of this Sale and Purchase Agreement, of which Nine Thousand Five Hundred Dollars (C$9,500.00) of lawful money of Canada will be paid on account of the purchase price for such interest, and Five Hundred Dollars (C$500.00) of lawful money of Canada will be paid into a segregated account known as the "Concept Planning Fund" (the "**Concept Planning Fund**") to be used to defray costs, expenses and fees to be incurred in connection with the Property, as more particularly hereinafter described and as described in the Co-Owners Agreement (as such term is hereinafter defined).

2.2 The Purchaser hereby agrees to purchase the Purchaser's Land Interest for a total purchase price of TWO HUNDRED TWENTY-EIGHT THOUSAND DOLLARS ONLY of lawful money of Canada (C$228,000.00) (the "**Purchase Price**"), and to pay the amount of TWELVE THOUSAND DOLLARS ONLY of lawful money of Canada (C$12,000.00) into the Concept Planning Fund (the "**Concept Planning Fund Contribution**"). All references in this Agreement to payments of money being made shall mean lawful money of Canada.

2.3 The Purchase Price excludes applicable harmonized sales tax (the "**HST**") pursuant to the *Excise Tax Act*, R.S.C. 1985, c E-15, as amended (the "**ETA**") and the Purchaser agrees to pay the HST in addition to the Purchase Price and the Concept Planning Fund Contribution, unless the Purchaser has obtained and inserted (or instructed to be inserted) its HST registration number set forth below on the signing page of this Agreement, below its signature, prior to acceptance of this Agreement by the Vendor, in which case the Purchaser hereby represents and warrants that it is a registrant for HST purposes under the provisions of the ETA, under such registration number.

2.4 Included in the Purchase Price and the Concept Planning Fund Contribution, the Purchaser shall be responsible for the payment of land transfer tax ("**LTT**") under the *Land Transfer Act*, R.S.O., c L.6. as amended (the "**LTTA**"), in the amount of TWO THOUSAND

ONE HUNDRED AND THREE DOLLARS AND NINETY-SIX CENTS of lawful money of Canada (C$ 2,103.96).

2.5 The Purchaser covenants to pay, make and submit all necessary payments, filings and remittances within the time periods required therefor under the provisions of the ETA, if applicable, and the LTTA, and the regulations thereunder. The Purchaser hereby authorizes the Vendor on behalf of the Purchaser and with the Purchaser's funds, to make any and all payments, filings and remittances within the time periods required therefore under the provisions of the ETA relating to HST, if applicable, and under the provisions of the LTTA relating to LTT required to be made by the Purchaser arising from its acquisition of the Purchaser's Land Interest. While the Vendor agrees to assist the Purchaser in submitting such payments, remittances and filings, for greater certainty, nothing herein contained shall oblige the Vendor to make any payments or remittances from its own resources or funds and all such payments and remittances and filings shall be the Purchaser's obligation.

2.6 Funds in the Concept Planning Fund shall be applied towards defraying future costs of every nature and kind related to the Property, including property management costs, costs, fees, and services incurred in connection with planning activities, development submissions, subdivision applications, operational costs and all other activities and matters concerning or related to the Property, as determined by the Operator (as such term is defined in the Co-Owners Agreement) which would be incurred by or on behalf of the Purchaser as a Co-Owner. The Concept Planning Fund is intended to be a deposit account. The Purchaser's proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Purchaser following completion of the sale of the Property. The Purchaser's proportionate share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of the Co-Owners Agreement) will be paid by the Purchaser (in its capacity as a Co-Owner) and deducted from its proportionate share of any sale proceeds receivable by it, if and when the Property is sold or otherwise disposed of.

3. PAYMENT OF THE PURCHASE PRICE

3.1 The Purchaser hereby agrees that the Purchase Price, the Concept Planning Fund Contribution, and all other amounts due and payable hereunder, shall be paid to the Vendor on the Closing Date (as hereinafter defined). Following the Closing Date, the Vendor shall deliver the Concept Planning Fund Contribution to the Operator for deposit into the Concept Planning Fund.

3.2 All payments of the Purchase Price, the Concept Planning Fund Contribution, and such other amounts shall be made through the appointed agent (the "**Vendor's Agent**"), the Vendor's authorised agent and representative in the jurisdiction of residence of the Purchaser, and the Vendor hereby directs the Purchaser to make all such payments to the Vendor's Agent, who is authorised by the Vendor to acknowledge receipt of the Purchase Price and other amounts paid hereunder.

4. CLOSING DATE, DELIVERIES, COSTS, NON-MERGER

4.1 The date on which this Agreement is signed by the Purchaser and is accepted and signed by the Vendor and the Nominee shall be the "**Closing Date**". On the Closing Date, in addition to delivering the Purchase Price and this Agreement, the Purchaser agrees to deliver to the Vendor's Agent a copy of the Co-Owners Agreement signed by the Purchaser.

4.2 Within ninety (90) days after the Closing Date, the Vendor agrees to deliver to the Purchaser the following documents (the "**Closing Documents**"):

(a) this Agreement, duly executed by the Vendor and the Nominee;

(b) a Declaration of Trust (as hereinafter defined), duly executed by the Nominee; and

(c) the Co-Owners Agreement (as hereinafter defined), duly executed by the Nominee and Operator (as therein defined).

4.3 The Vendor shall pay for the cost of drafting and/or settling the Closing Documents. The Vendor shall not be obligated to pay any other costs associated with the purchase of the Purchaser's Land Interest.

4.4 This Agreement shall be irrevocable by the Purchaser for a period of 120 days following its execution and delivery to the Vendor or the Vendor's Agent. This Agreement shall only become binding upon the Vendor and the Nominee following the Vendor and the Nominee having each accepted this Agreement as signified by its respective execution of this Agreement where indicated below.

4.5 All representations, warranties and covenants of the Purchaser as set out in this Agreement shall not merge upon closing but shall survive closing and the Closing Date.

5. VENDOR REPRESENTATIONS AND WARRANTIES

5.1 The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in completing the sale and purchase transaction contemplated in this Agreement:

(a) the Vendor is the beneficial owner of the Purchaser's Land Interest with good and marketable title thereto, subject to Section 6.1;

(b) registered title to the Property and beneficial title to the Purchaser's Land Interest shall be good and marketable and clear and free from all mortgages, charges and financial liens on the Closing Date;

(c) the Vendor has the right, power and authority to sell the Purchaser's Land Interest as contemplated in this Agreement;

(d) the Vendor is a corporation properly constituted and in good standing under the laws of the Province of Ontario and the laws of Canada applicable therein; and

(e) the Vendor is not now and on the Closing Date will not be a non-resident of Canada within the meaning of the *Income Tax Act* (Canada), R.S.C. 1985, c.1 (5th Supp.), as amended from time to time.

6. EASEMENTS, LIENS , REGISTERED AGREEMENTS

6.1 Other than any mortgage, charge or financial lien which the Vendor is required to discharge pursuant to this Agreement, registered title to the Property, and beneficial title to the Purchaser's Land Interest, shall be subject to all other liens and encumbrances registered

on title to the Property on the Closing Date or which may be registered against the title to the Property after the Closing Date, including those registered in connection with the rezoning or development process relating to the Property, and including, without limitation, agreements with the applicable municipality or region, agreements with public regulated utilities, easements for the supply of domestic utility or telephone services to the Property or properties which are adjacent to the Property, easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the Property or its proposed development, other registered restrictions or covenants that run with the lands, and the restrictions and reservations in the Crown patent.

7. PURCHASER(S)' REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 The Purchaser represents and warrants to and covenants in favour of the Vendor as follows:

(a) there are no liens, mortgages, judgements, executions or other encumbrances, related to or attaching to the Purchaser's Land Interest or any part thereof;

(b) the Purchaser shall keep the Purchaser's Land Interest and every part thereof free and clear of all liens, mortgages, other encumbrances, judgements or executions. The Purchaser warrants and represents that all such liens, mortgages, judgements, executions other encumbrances, if any, shall be discharged and removed forthwith at the Purchaser's sole cost and expense and the Purchaser shall hold harmless the Vendor and all other beneficial owners of undivided interests in the Property from time to time against any and all claims, liabilities, actions, cause of actions, charges, demands and costs, including solicitors fees in connection therewith; and

(c) the Purchaser will not register or cause to be registered this Agreement, the Co-Owners Agreement, notice of this Agreement, notice of the Co-Owners Agreement, notice of the Purchaser's Land Interest, or any caution against title to the Property and the Purchaser shall forthwith remove and discharge any such registration at its costs and expense, failing which the Vendor may do so at the cost and expense of the Purchaser.

7.2 The foregoing warranties, representations and covenants of the Purchaser shall not merge on closing but shall survive closing and the Closing Date.

8. PURCHASER(S)' PARTICULARS, NATURE OF VESTING OF BENEFICIAL TITLE

8.1 The Purchaser agrees and confirms that the personal information provided in Schedule "A" annexed hereto is true, accurate and complete and agrees to inform the Vendor in writing forthwith of any change in any of the information therein provided.

8.2 If there is more than one person that comprises the Purchaser, then the Purchaser's Land Interest will be held as joint tenants with right of survivorship unless the box below is initialled by the Purchaser in which case the Purchaser's Land Interest will be deemed to be held as tenants-in-common, in the percentages noted therein.

[ ] Purchaser elects to hold Purchaser's Land Interest as tenants- in -common and not as joint tenants, as follows: _____ as to ___%, _____ as to ____%.

9. PRESENT STATE AND CONDITION OF PROPERTY

9.1 The Purchaser hereby agrees that the purchase of the Purchaser's Land Interest is on an "as is, where is basis" with no representations or warranties whatsoever made by the Vendor, other than as expressly set out in this Agreement.

10. TITLE INSURANCE

10.1 The Nominee as registered owner of the Property obtained title insurance upon acquiring the Property (the "**Title Insurance Policy**") in such form and in such amount and with such stipulations, limitations and qualifications respecting coverage as it deemed appropriate.

11. NOMINEE AS BARE TRUSTEE; DECLARATION OF TRUST

11.1 The Purchaser acknowledges that the registered title to the Property is held by the Nominee, as nominee and bare trustee for the Vendor to the extent of its undivided beneficial interest in the Property, and as nominee and bare trustee for others to the extent of their respective undivided beneficial interests in the Property, and that on completion of the transaction herein contemplated the Nominee will hold the registered title to the Property to the extent of the Purchaser's Land Interest as nominee and bare trustee for the Purchaser and others to the extent of their respective undivided beneficial interests in the Property.

11.2 The mailing address of the Nominee for receiving notices shall be 14-30 Eglinton Avenue West, Box 133, Mississauga, Ontario L5R 0C1 Canada, provided that the Nominee may change its mailing address from time to time by giving notice in writing to that effect pursuant to the notice provisions contained in the Co-Owners Agreement.

11.3 The Nominee agrees to execute and deliver to the Purchaser a declaration of trust (the "**Declaration of Trust**") wherein it will confirm that, from and after the Closing Date, it is holding the title to the Property for and on behalf of the Purchaser, to the extent of the Purchaser's Land Interest, in the place and stead of the Vendor

11.4 The Purchaser acknowledges that the registered title to the Property shall at all times be in the name of the Nominee.

12. NO RIGHT TO USE, OCCUPY OR ACCESS

12.1 The Purchaser agrees that it hereby waives all rights of use, occupation and rights of access to the Property, and any part thereof, in order to facilitate the future rezoning and ultimate subdivision and re-development of the Property, for the benefit of all Co-Owners. The provisions of this Section 12 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date.

13. CO-OWNERS AGREEMENT

13.1 The Purchaser agrees that concurrent with its execution and delivery of this Agreement, the Purchaser shall execute and deliver the agreement or a counterpart of the co-

owners agreement, a draft copy of which is annexed hereto as Schedule "C" (the "**Co-Owners Agreement**").

13.2 The Co-Owners Agreement shall govern, amongst other things, the following:

(a) the rights and obligations of the Purchaser, as owner and any other owners of undivided beneficial interests in the Property;

(b) any future sale, financing and/or development of the Property;

(c) procedures for consent and approvals by the Co-Owners (as such term is defined in the Co-Owners Agreement);

(d) appointing the Operator (as such term is defined in the Co-Owners Agreement) for and on behalf of the Co-Owners;

(e) the rights and obligations of the Operator of the Property;

(f) the obligation of the Nominee as registered holder of the title to the Property for an on behalf of the Co-Owners;

(g) the right to transfer or assign the Purchaser's Land Interest or any part thereof and the terms conditions to be satisfied with respect to any such assignment or transfer; and

(h) such other matters as are therein contained.

13.3 The Vendor shall not be obligated but shall have the right to retain an undivided beneficial interest in the Property to such extent as it may in its absolute discretion deem appropriate and thus be a co-owner thereof and with respect to such undivided beneficial interest it shall be subject to the terms of the Co-Owners Agreement and entitled to exercise the rights of a Co-Owner.

14. SUBDIVISION CONTROL PROVISIONS

14.1 The Vendor agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and this Agreement shall be effective to create an interest in the Property provided that the provisions of the *Planning Act* (Ontario) are complied with in connection with the transaction of sale and purchase of the Purchaser's Land Interest.

15. NO REPRESENTATIONS, WARRANTIES OR ADVICE

15.1 The Purchaser acknowledges that none of the Vendor, the Nominee, the Vendor's Agent nor anyone acting on its or their behalf has made any representations or warranties except as are expressly set forth in this Agreement or the Co-Owners Agreement, nor given any advice respecting the tax treatment relating to the purchase or disposition of the Purchaser's Land Interest or any part thereof or the Property, nor as to the timing of sale, rezoning or development of the Property nor with respect to any potential or anticipated profit to be derived or derivable from the Purchaser's Land Interest or the Property.

15.2 The Purchaser has been urged and advised to consult with the Purchaser's own respective advisors including legal and tax advisors, with respect to the purchase and other

matters pertaining to the Property and the Purchaser's Land Interest and the Closing Documents.

16. SOURCE OF FUNDS

16.1 The Purchaser hereby represents, warrants, confirms and acknowledges that the source of the Purchaser's funds:

(a) are not derived directly or indirectly from any crime;

(b) are not linked directly or indirectly to any terrorists or against anti terrorist laws;

(c) are not embargoed funds; and

(d) are not obtained in violation of any laws or seeking to escape or avoid any tax laws;

16.2 The Purchaser covenants that all payments and remittances shall strictly comply , at its own expense, with all regulatory or exchange control provisions in force on the Closing Date and applicable to this Agreement.

16.3 The provisions of this Section 16 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date

17. NOTICES

17.1 All notices required hereunder shall be in writing and in the English language and may be served either personally upon the parties or by electronic transmission namely by fax or email addressed to the Parties at their respective last known addresses, fax number or email address.

18. HEIRS, ASSIGNS, ETC.

18.1 This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective heirs , administrators, executors, successors and permitted assigns; provided that, the Purchaser shall not be entitled to assign this Agreement or any of its rights hereunder without the prior written approval of the Vendor, which approval may be withheld in its absolute discretion.

19. SUPERCEDING AGREEMENT

19.1 This Agreement shall supercede any and all previous discussions, representations, agreements or understandings made by or on behalf of either of the parties hereto for or relating to the purchase and sale of the Purchaser's Land Interest.

20. SCHEDULES

20.1 Schedules "A", "B" and "C" annexed hereto form an integral part of this Agreement and shall be read together with this Agreement.

21. COUNTERPARTS

21.1 This Agreement may be executed in any number of counterparts and by original or facsimile signature with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement.

22. LAWS AND JURISDICTION-ONTARIO

22.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

23. CAPTIONS

23.1 The captions of the sections of this Agreement are for convenience only and do not amplify or limit in any way the provisions hereof.

24. EFFECT OF PARTIAL INVALIDITY ON THIS AGREEMENT

24.1 In the event that any provision of this Agreement is illegal, void or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

25. FACSIMILE DOCUMENTS

25.1 The parties agree to accept facsimile executed documents, including Closing Documents, as if they were originally signed documents.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SET OUT BELOW.

WITNESSED BY:

DATE OF EXECUTION: 2020-11-15

THE PURCHASER

HIROFUMI UCHITOMI
Print Name of Witness

✓ 内富博文
Signature of Witness

Witness Identification Number

MIZUE FUKIAGE
Print Name of Purchaser

吹上瑞枝 ★
Signature of Purchaser

HST Number: 82587 0934 RT0001

✓

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DATE OF EXECUTION: 2021-02-26
THE VENDOR:

TSI-LV V INTERNATIONAL CANADA INC.
Per:

Name:
Title:
HST Number: 82147 9797 RT0001

I/We have the authority to bind the Corporation.

DATE OF EXECUTION: 2021-02-26

THE NOMINEE:

LONDON VALLEY V INC.

Per:

Name:
Title:
I/We have the authority to bind the Corporation.

This document was created by [illegible] and is authorized to MASAO MORIHASHI (HP1403). It is [illegible]

This document replaces 24/797TH of 65/797TH from the previous document issued to MASAO KOBAYASHI (#41426). It is considered to be the original.

SCHEDULE "A" – PURCHASER(S) PARTICULARS

Information Concerning Purchaser(s):

1. PURCHASER:

Full Name: MIZUE FUKIAGE

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: 501 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Home Telephone: 81-776-28-6655 Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: _____

Country of Birth: JAPAN

The following have been provided to the Vendor:

(✓) Driver's Licence ( ) Passport ( ) Other_____

2. Second or additional person as Purchaser:

Full Name: _____

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: _____

Home Telephone: _____ Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: _____

Country of Birth: _____

The following have been provided to the Vendor:

( ) Driver's Licence ( ) Passport ( ) Other_____

SCHEDULE "B" – PROPERTY and NOMINEE

LEGAL DESCRIPTION OF PROPERTY

Lands and premises in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lots 58 & 59 ETR Westminster Designated Parts 8 & 9, 33R2972; and PT LT 59, ETR Westminster as in 559255; Save & Except Part 1, Plan ER864297; City of London

REGISTERED HOLDER OF LEGAL TITLE TO PROPERTY

LONDON VALLEY V INC.

Office: 14-30 Eglinton Avenue West, Box 133, Mississauga, Ontario L5R 0C1 Canada

Tel No: 1-905-276-6650

Fax No: 1-866-674-8271

SCHEDULE "C" – CO-OWNERS AGREEMENT

UNIT IDENTIFICATION NO. LV V49-LV V72

CO-OWNERS AGREEMENT

LONDON VALLEY V INC.

THIS CO-OWNERS AGREEMENT is dated 30TH day of January, 2015

BETWEEN:

MIZUE FUKIAGE,

Identification: DRIVER'S LICENSE (528500942092)

Address: 501 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

(hereinafter referred to as the "**Purchaser**")

-and-

LONDON VALLEY V INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Nominee**")

-and-

TSI-LV V INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Vendor**")

-and-

LV V CAPITAL MANAGEMENT INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Operator**")

-and-

All other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of this Agreement

(hereinafter collectively referred to as the "**Co-Owners**")

WHEREAS:

1. Pursuant to a Sale and Purchase Agreement, the Vendor has sold to the Purchaser, and the Purchaser has purchased from the Vendor, an undivided beneficial interest in the Property;

2. The Nominee is the registered owner of the Property and has agreed to hold the Property as nominee and bare trustee for and on behalf of the Co-Owners from time to time;

3. Every purchaser of an undivided beneficial interest in the Property, every assignee of such purchaser, and every assignee of each such assignee, is required to execute and deliver a counterpart of this Agreement and shall be bound as a Co-Owner pursuant thereto; and

4. This Agreement sets forth the provisions which govern the Co-Owners' ownership of undivided beneficial interests in the Property and any future sale, financing and/or development with the Property and their respective undivided beneficial interests therein.

NOW THEREFORE in consideration of the payment of the sum of One Dollar ($1.00) and other good and valuable consideration now paid by each party to the other, the receipt of which is hereby acknowledged, and of the premises and the mutual covenants herein contained, the parties hereto hereby covenant and agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall be deemed to have the following meanings:

(a) "**ASPE**" shall have the meaning ascribed thereto in Section 16 of this Agreement;

(b) "**Additional Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(c) "**this Agreement**", "**hereof**", "**herein**," "**hereunder**" and words to like effect, refer to this Co-Owners Agreement as a whole and not to any particular provision, as it may be amended, supplemented and/or restated from time to time;

(d) "**Business Day**" means any day of the week other than a Saturday, Sunday or a day which is a statutory holiday, in Ontario, Canada;

(e) "**Concept Planning Fund**" shall have the meaning ascribed thereto in Section 18 of this Agreement;

(f) "**Co-Owners**" means the owners from time to time of Interests and who have signed a counterpart of this Agreement, and shall include the Purchaser, as well as the Vendor to the extent that it retains any Interest, and "**Co-Owner**" means any of the Co-Owners;

(g) "**Co-Owners Record**" has the meaning ascribed thereto in Section 11 of this Agreement;

(h) "**CRA**" means the Canada Revenue Agency, established pursuant to the *Canada Revenue Agency Act*, S.C. 1999, c. 17, which administers tax laws of Canada, including under the *Income Tax Act*, for the Government of Canada;

(i) "**Declaration of Trust**" means the declaration of trust executed by the Nominee concurrently with the completion by a Co-Owner of the purchase from the Vendor of an Interest and pursuant to which the Nominee declares and confirms that it holds registered title to the Property in trust for and on behalf of such Co-Owner, to the extent of such Co-Owner's respective Interest. For greater certainty, "**Declaration of Trust**" includes the declaration of trust executed by the Nominee upon the completion by a Co-Owner of the Transfer of an Interest to a transferee in accordance with the provisions of this Agreement, and includes the declaration of trust executed by the Nominee in favour of the Vendor at the time of its acquisition of the Property;

(j) "**Designated Person**" shall have the meaning ascribed thereto in Section 10 of this Agreement;

(k) "**Dispute**" shall have the meaning ascribed thereto in Section 31 of this Agreement;

(l) "***Excise Tax Act***" means the *Excise Tax Act* (Canada), as amended from time to time, including the regulations made pursuant thereto;

(m) "**HST**" means the harmonized sales tax payable pursuant to the *Excise Tax Act*, including the Province of Ontario's portion thereof;

(n) "***Income Tax Act***" means the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.), as amended from time to time, including the regulations made pursuant thereto;

(o) "**Initial Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(p) "**Interest**" means the undivided beneficial interest in the Property purchased by a Co-Owner pursuant to a Sale and Purchase Agreement, and includes any undivided beneficial interest in the Property continued to be owned by the Vendor, and "**Interests**" means every Interest;

(q) "***Land Transfer Tax Act***" means the *Land Transfer Tax Act*, R.S.O. c.L.6, as amended;

(r) "**LTT**" means the land transfer tax payable pursuant to the *Land Transfer Tax Act*;

(s) "**Net Income**" shall have the meaning attributed thereto in Section 6(j) of this Agreement;

(t) "**Notice Requisitioning an Ordinary Resolution**" shall have the meaning attributed thereto in Section 8 of this Agreement;

(u) "**Notice Requisitioning a Special Resolution**" shall have the meaning attributed thereto in Section 10 of this Agreement;

(v) "**Offer**" shall have the meaning attributed thereto in Section 19 of this Agreement;

(w) "**Operator**" means LV V CAPITAL MANAGEMENT INC., or the Designated Person that may be appointed as the Operator's replacement as determined in accordance with Section 10 of this Agreement;

(x) "**Ordinary Resolution**" means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 51% of the aggregate Interests in the Property;

(y) "**Planning Activities**" means the reports, plans, studies, audits, assessments, investigations, legal proceedings, procedures, filings, submissions, applications and/or any other actions taken or made in respect of or in furtherance of the rezoning of, or other land use planning matters related to, the Property;

(z) "**Property**" means the real property legally described on Schedule "1" annexed hereto;

(aa) "**Retained Interest**" shall have the meaning attributed thereto in Section 23 of this Agreement;

(bb) "**Sale and Purchase Agreement**" means the agreement of sale and purchase, or an agreement substantially in the form of the agreement of sale and purchase, entered into

between the Vendor, as vendor, and each Co-Owner (other than the Vendor), as purchaser, pursuant to which each Co-Owner agreed to acquire its respective Interest in the Property. **"Sale and Purchase Agreements"** means every Sale and Purchase Agreement;

(cc) **"Special Resolution"** means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 85% of the aggregate Interests in the Property;

(dd) **"Transfer"** shall have the meaning ascribed thereto in Section 11 of this Agreement; and

(ee) **"Vendor"** means TSI-LV V INTERNATIONAL CANADA INC.

2. INTERPRETATION

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) the division of this Agreement into Articles, paragraphs, subparagraphs and schedules and the insertion of headings are provided for convenience only and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;

(b) all references to currency herein are references in Canadian dollars;

(c) any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto;

(d) any reference to an entity shall include and shall be deemed to be a reference to any entity that is a successor to such entity;

(e) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

3. TITLE

Legal title to the Property shall be held in the name of the Nominee, which shall hold such title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Vendor, to the extent of its Retained Interest, if any.)

4. MAILING ADDRESSES

The mailing address of the Nominee, the Vendor and the Operator shall be 14-30 Eglinton Avenue West, Box 133, Mississauga, Ontario L5R 0C1 Canada, provided that the Nominee, the Vendor and/or the Operator may change its mailing address from time to time by giving notice in writing to that effect to all Co-Owners, pursuant to the notice provisions contained in this Agreement.

5. REPRESENTATIONS AND WARRANTIES OF THE NOMINEE AND OPERATOR

(a) The Nominee represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite power, capacity and corporate authority to act as nominee and to perform its obligations under this Agreement;

(iii) it shall not carry on any business other than for the purposes set forth in this Agreement;

(iv) it holds and shall continue to hold legal title to the Property as nominee and bare trustee for and on behalf of each Co-Owner to the extent of each Co-Owner's Interest; and

(v) it shall only deal with the Property in the manner and as provided for in this Agreement.

(b) The Operator represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite capacity and corporate authority to act as Operator, and to perform its obligations under this Agreement; and

(iii) it shall comply with its obligations as provided for in this Agreement.

6. OPERATION AND MANAGEMENT OF THE PROPERTY

The Co-Owners hereby appoint the Operator and the Operator hereby accepts the appointment as the operator and manager of the Property and agrees to undertake such Planning Activities as the Operator may determine in its discretion, acting reasonably, are required to rezone the Property to such use or uses as the Operator shall determine, acting reasonably, and in the best interest of the Co-Owners. The Operator agrees to carry out such Planning Activities and to operate and manage the Property in good faith and in the best interest of the Co-Owners. The Operator agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and to proceed diligently to make all necessary applications to rezone the Property to such use or uses as the Operator shall determine, in its reasonable discretion, and to use its reasonable commercial efforts, at the cost and expense of the Co-Owners, with such costs to be defrayed out of the Concept Planning Fund initially, to obtain all necessary approvals and consents from applicable governmental authorities in connection therewith. Subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have such general powers and authority to administer, manage, control, operate, finance, refinance, develop, lease, grant easements and other rights in, under and over, the Property and to do any act, take any proceeding, make any decision and execute and deliver any instrument, deed, agreement, affidavit or document necessary for or incidental to any of the foregoing, for and on behalf and in the name of the Co-Owners, or as the Co-Owners may so direct by Special Resolution. No person dealing with the Operator

will be required to enquire into the authority of the Operator to do any act, take any proceeding, make any decision or execute and deliver any instrument, deed, agreement or document for or on behalf or in the name of the Co-Owners.

Without limiting the generality of the foregoing provisions of this Section 6, but subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have the following specific powers and authorities without further authority or approval from the Co-Owners:

(a) to engage such professional advisers and consultants as the Operator considers advisable in order to perform its duties hereunder;

(b) to open and operate one or more bank accounts in its name, as agent for the Co-Owners in respect of the Property with a Canadian chartered bank or trust company, into which the Operator may deposit all rentals, if any, and other income earned from the Property (if any) (which for greater certainty shall not include the Concept Planning Fund), and out of which account(s) all expenses properly relating to the Property shall be paid, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of such funds to cover all such expenses;

(c) to execute, deliver and carry out all other agreements which require execution by or on behalf of the Co-Owners with respect to the Property, including without limitation, any agreements required by any governmental or statutory authority having jurisdiction over or with respect to the Property, development agreements, site plan agreements, cost sharing agreements, easements and rights of way;

(d) to enter into lease and/or tenancy arrangements in respect of the Property or any part thereof and to collect all rentals and other income therefrom, if any, provided that nothing herein shall constitute a guarantee by the Operator of the payment of any rent by tenants;

(e) to pay all taxes, fees and other expenses relating to the orderly maintenance and management of the Property out of the Concept Planning Fund, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of funds to cover all such expenses;

(f) to commence or to defend on behalf of the Co-Owners, the Nominee, or itself, any and all actions and other proceedings pertaining to the Property or to the Co-Owners;

(g) to determine the amount and type of insurance coverage, if any, to be maintained in order to protect the Property and the Co-Owners from all usual perils of the type covered in respect of comparable properties and in order to comply with the requirements of any lenders of funds;

(h) to retain, employ and pay and discharge on behalf of the Co-Owners all servants, employees, advisors, consultants and/or contractors necessary to be retained for the management and operation of the Property, including, without limitation, for matters relating to its rezoning and development;

(i) to contract on behalf of the Co-Owners for water, gas, electricity and other utility services and commodities, including cable and telephone services necessary for the development, operation and maintenance of the Property; and

(j) to distribute the Net Income from the ownership, operation, use, financing, refinancing, and/or sale of the Property (if any) to each Co-Owner, proportionate to its respective Interest. For the purposes of this Agreement, "**Net Income**" shall mean the gross receipts (which, for greater certainty, shall not include the Concept Planning Fund) derived in any way from dealing with the Property, received by or on behalf of the Co-Owners from the ownership, operation, use, leasing, financing, refinancing, sale of, and/or development and/or any other dealing with of the Property, minus the aggregate of all proper expenses and charges incurred in connection therewith, calculated on an accrual basis, including:

(i) payment of principal and interest owing to mortgagees or other encumbrancers, or other lenders;

(ii) realty taxes, property tax assessments, charges or levies made by any duly constituted governmental or statutory authority, due and owing and secured by a right or apparent right to claim a lien or charge upon the Interests, or any of them, or the Property, and money due and owing from improvements to the Property secured by a lien or charge in favour of materialmen or workmen or trade contractors or other like persons or corporations upon the Interests, or any of them, or the Property;

(iii) all costs and expenses of any sale, financing or refinancing;

(iv) all development costs and expenses;

(v) all costs and expenses of operating, maintaining, leasing, managing, using, and/or developing the Property, and the costs and expenses of repair;

(vi) lighting, electricity and public utilities costs and expenses;

(vii) professional fees reasonably attributed to the Property, its operation, use, financing, refinancing, sale and/or development;

(viii) all other costs, expenses or disbursements which are properly attributable to the Property, except payments to the Co-Owners on account of capital or distribution of Net Income; and

(ix) reserves in such amount as deemed appropriate by the Operator from time to time, including without limitation for the purposes of replacement of major equipment, major renovations and repairs, leasehold improvements, marketing costs and any other reserves normally required for the prudent operation, use, financing, refinancing, sale and/or development of a like property.

Each Co-Owner shall have a proportionate beneficial interest in all of the gross cash receipts derived from the Property and shall be responsible for its proportionate share of the expenses and charges incurred in connection with the Property, in each case proportionate to its respective Interest. Each Co-Owner hereby irrevocably directs the Operator to pay its proportionate share of such expenses and charges out of its proportionate share of such gross cash receipts, as well as out of the Concept Planning Fund.

Each Co-Owner hereby confirms and acknowledges that neither the Operator nor any of its officers, directors, employees, advisors, consultants, agents or representatives has made any warranty or representation, or given any advice:

(k) as to or in respect of the tax treatment of the purchase, disposition or holding of the Interest by a Co-Owner; or

(l) as to the timing of the rezoning or sale or development of the Property or the returns attainable by the Co-Owners upon a sale or lease of or other dealing with the Property.

Each Co-Owners acknowledges that he has been advised to seek his own independent legal and tax counsel prior to entering into a Sale and Purchase Agreement and this Agreement.

7. AUTHORITY TO WITHHOLD

The Operator is authorized to withhold any amounts required to be withheld from any distribution or other payment to a Co-Owner pursuant to the provisions of the *Income Tax Act* and to make payment of any such amount on behalf of a Co-Owner to the CRA, on account of taxes as may be required by law.

8. POWERS EXERCISABLE BY ORDINARY RESOLUTION

Notwithstanding anything to the contrary contained in this Agreement, the following powers shall only be exercisable by the Operator after an Ordinary Resolution is passed by the Co-Owners:

(a) approving the sale or exchange of all or any part of the Property (other than the sale of Interests by the Operator pursuant to Sale and Purchase Agreements);

(b) approving a proposal or plan to develop the Property;

(c) subject to Section 17, consenting to the amendment of this Agreement, provided that, no amendment to this Agreement shall impose or increase any financial or other obligations upon any of the Nominee of the Operator, or in any way adversely affect the Nominee or the Operator, without the prior written approval of the Nominee or the Operator, as the case may be;

(d) approving or ratifying the making of an Additional Advance by the Operator, in accordance with Section 18; or

(e) requiring that the financial statements for the Property be audited.

Other than a matter which under the terms of this Agreement requires a Special Resolution, the Operator may at any time and from time to time by notice in writing to all Co-Owners substantially in the form annexed hereto as Schedule "2" (the "**Notice Requisitioning an Ordinary Resolution**") request the Co-Owners to consider and approve any matter relating to the Property not requiring a Special Resolution. The Notice Requisitioning an Ordinary Resolution shall specify with reasonable detail the matter to be approved by the Co-Owners.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution. If the Operator fails to deliver such Notice Requisitioning an Ordinary Resolution within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or a group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the

Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution which the Operator failed to deliver within the time provided in this Section 8 for the Operator to do so.

9. POWERS EXERCISABLE BY SPECIAL RESOLUTION

The following powers shall only be exercisable by Special Resolution passed by the Co-Owners:

(a) terminating the appointment of the Operator and appointing a new Operator from time to time, in accordance with the provisions of Section 10;

(b) instituting or continuing an action or suit against the Operator for damages based upon the fraud or gross negligence of the Operator in the performance of its obligations under this Agreement;

(c) requiring the Operator to remove the incumbent independent firm of chartered accountants qualified in Canada appointed pursuant to Section 16 and requiring the Operator to appoint a replacement; or

(d) apppointing a replacement for the Nominee in the event that the Nominee should be wound up or dissolved or be declared a bankrupt, such replacement to hold legal title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Operator if it retains any Retained Interest.)

10. CONTROL AND AUTHORITY VESTS WITH CO-OWNERS

The Co-Owners may by Special Resolution terminate and remove the Operator (in its capacity as Operator and not as a Co-Owner)and appoint a new Operator in its place and stead. Such new Operator shall be bound by all of the terms of this Agreement and shall execute an agreement confirming that it is bound under this Agreement as if it was an original signatory thereto.

Upon termination, the Operator terminated shall forthwith upon request of the person designated in the Special Resolution as the replacement Operator (the "**Designated Person**") do the following:

(a) deliver all agreements, documents, instruments, books and records and writings relating to the Property in its possession to the Designated Person, including, without limitation, the Co-Owners Record;

(b) execute and deliver such consents, acknowledgements and assignments pertaining to the Property and any Planning Activities as the Designated Person may require;

(c) cause its representatives on the board of directors of the Nominee to execute resignations as directors and officers forthwith after being required to do so by the Designated Person, provided the Nominee shall continue to indemnify such directors and officers in accordance with its by-laws in existence at the date hereof;

(d) execute and deliver a release in form and content satisfactory to the Designated Person, acting reasonably, releasing the Nominee and the Co-Owners from any liability, provided that: (i) the release by the Operator shall not release the Co-Owners from their obligation to continue to indemnify the Operator pursuant to Section 21 hereof; and (ii) the

Operator receives a release in form and content satisfactory to the Operator, acting reasonably, executed by the Nominee and by the Designated Person for and on behalf of itself and each of the Co-Owners, releasing the Operator from any liability, and the Co-Owners expressly acknowledge and agree that the Designated Person shall have the power and authority to deliver such release, without any further approval or authorization required from the Co-Owners;

(e) do all things necessary and execute all necessary documents to effect the change of shareholders of the Nominee as directed by the Designated Person; and

(f) otherwise co-operate and assist to carrying out and giving effect to each of the actions set out in Section 10(a), (b), (c), (d) and (e) above.

The Operator may at any time and from time to time by notice in writing, substantially in the form annexed hereto as Schedule "3" (the "**Notice Requisitioning a Special Resolution**") to all Co-Owners, request the Co-Owners to consider and approve any matter relating to the Property requiring a Special Resolution pursuant to the terms of this Agreement. The Notice Requisitioning a Special Resolution shall specify with reasonable detail the matter to be considered and approved by Special Resolution.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning a Special Resolution with respect to any matter relating to the Property, including any matter requiring a Special Resolution pursuant to this Agreement. If the Operator fails to deliver such Notice Requisitioning a Special Meeting within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the Notice Requisitioning a Special Resolution which the Operator failed to deliver within the time provided in this Section 10 for the Operator to do so.

11. CO-OWNERS RECORD AND TRANSFERS OF INTEREST

The Operator shall record and at all times maintain and keep up to date a record of the names, addresses and other contact information for the Co-Owners, and the Interest held by each of the Co-Owners as well as particulars of any Transfer of Interests (collectively, the "**Co-Owners Record**").

No Co-Owner shall sell, transfer, assign, mortgage, pledge, grant a security interest or otherwise encumber or dispose of its Interest in the Property (each, a "**Transfer**"), except in compliance with any applicable requirements of the *Securities Act* (Ontario) and any other applicable legislation and otherwise in accordance with the provisions of this Agreement, if and to the extent required.

A Co-Owner may Transfer an Interest or part thereof provided that such Co-Owner complies and satisfies each of the following conditions:

(a) the transferor first delivers to the Operator an original or notarial copy of the executed document or instrument effecting the Transfer which shall be in such form as may be acceptable to the Operator, acting reasonably;

(b) the transferee agrees in writing and in such form as may be acceptable to the Operator, to be bound by the terms of this Agreement and upon completion of the Transfer to

assume the obligations of the transferor under this Agreement in respect of the Interest subject to the Transfer;

(c) the transferor delivers or causes to be delivered to the Operator a direction addressed to both the Nominee and the Operator, in form and substance satisfactory to the Operator and the Nominee, directing the Nominee to execute and deliver a Declaration of Trust for the Interest subject to the Transfer in favour of the transferee;

(d) the transferee pays such costs, expenses and disbursements, including legal fees, as are reasonably incurred by the Operator by reason of the Transfer;

(e) the transferee pays all applicable HST pursuant to the *Excise Tax Act*, and all applicable LTT pursuant to the *Land Transfer Tax Act*, and makes or causes to be made any and all necessary filings, payments and remittances within the time periods required therefor under the provisions of the *Excise Tax Act* and the *Land Transfer Tax Act* and the respective regulations thereunder;

(f) the transferor either provides the transferee with evidence reasonably satisfactory to the transferee that the transferring Co-Owner is not then a "non-resident" of Canada within the meaning of the *Income Tax Act* or provide the transferee with a certificate pursuant to subsection 116(2) of the *Income Tax Act* with a certificate limit in an amount not less than the purchase price for the Interest subject to the Transfer; provided that if such evidence or certificate is not forthcoming, the transferee shall be entitled to make the payment of tax required under section 116 of the *Income Tax Act* and to deduct such payment from the purchase price for the Interest subject to the Transfer;

(g) the transferee executes and delivers to the Operator a counterpart of the Agreement; and

(h) the transferor provides such other documents, agreements, acknowledgements and confirmations as may be required by the Operator or by law (including compliance by the transferring Co-Owner with the provisions of the *Securities Act* (Ontario) if and to the extent applicable).

When a transferee of an Interest is entitled to become a Co-Owner pursuant to the provisions hereof, the Operator will:

(i) record a Transfer of the Interest; and

(j) forward a Declaration of Trust to the transferee in respect of the Interest so transferred.

For the avoidance of doubt, a Transfer by Co-Owner may include a transfer into trust, in which case the terms "sale and purchase agreement", "Purchaser", "purchase", "purchased", and "sale", wherever such terms appear in this Agreement, shall be read so as to recognize that such Transfer is not a purchase and sale transaction between a Co-Owner and a purchaser but a transaction in the nature of a transfer into trust by the transferring Co-Owner to a trustee. Nothing in this Section 11 shall be construed to affect the provisions of Section 12 of this Agreement.

12. OPERATOR NOT BOUND TO SEE TO TRUST OR EQUITY

Other than pursuant to the terms of the Declaration of Trust, the Operator shall not be bound to see to the execution of any trust, express, implied or constructive, or any charge, pledge or equity to which any Interest is subject, or to ascertain or inquire whether any sale or transfer of any such Interest by any Co-Owner or by his personal representatives is authorized by such trust, charge, pledge or equity, or to recognize any person having any interest therein except for the person or persons recorded by the Operator as the Co-Owner.

13. INCAPACITY, DEATH, INSOLVENCY OR BANKRUPTCY

Where a person becomes entitled to an Interest by incapacity, death, insolvency or bankruptcy of a Co-Owner or otherwise by operation of law, in addition to the requirements of Section 11 hereof, that person will not be recorded as or become a Co-Owner until:

(a) he produces evidence satisfactory to the Operator of such entitlement; and

(b) he has delivered such other evidence, approvals and consents in respect of such entitlement as the Operator may require and as may be required by applicable law or by this Agreement.

14. DECLARATIONS OF TRUST

A separate Declaration of Trust shall be executed and delivered by the Nominee to each Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of a Co-Owner to the extent of the Co-Owner's Interest. Provided that the Transfer of an Interest has been effected in accordance with the provisions of Section 11 of this Agreement, a separate Declaration of Trust shall be executed and delivered by the Nominee to each transferee Co-Owner of an Interest from a transferring Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of the transferee Co-Owner to the extent of such Co-Owner's Interest.

15. LOST DECLARATIONS OF TRUST

Where a Co-Owner by notice in writing advises the Operator that the Declaration of Trust with respect to such Co-Owner's Interest has been defaced, lost or destroyed or wrongly taken, the Operator may cause a new Declaration of Trust to be issued, provided that the Co-Owner files with the Operator an indemnity in such form as is satisfactory to the Operator to indemnify the Operator, the Nominee and the other Co-Owners from any loss, cost, liability or damages that it or they may incur or suffer by complying with the request to issue a new Declaration of Trust, and provided further that the Co-Owner satisfies all other reasonable requirements of the Operator, including delivery of a form of proof of loss.

16. BOOKS AND RECORDS AND FINANCIAL REPORTS

The Operator will keep or cause to be kept on behalf of the Co-Owners at the Operator's principal place of business in Ontario:

(a) full and accurate books of account and records of all financial transactions relating to the Property including, without limitations, the receipts and expenditures relating to the Property and the Concept Planning Fund;

(b) the Co-Owners Record setting out the name and address of each Co-Owner; and

(c) copies this Agreement and all counterparts.

At any time upon 10 Business Days written notice to the Operator a Co-Owner may request the Operator to examine any of the documents noted in clauses (a) and (b) above at the office of the Operator and may take copies thereof provided that such requesting Co-Owner pays the reasonable cost to the Operator for making such copies, provided further that any such requesting Co-Owner shall have first provided an affidavit and undertaking, in form and substance satisfactory to the Operator, acting reasonably, duly sworn before a notary public or other individual authorized to administer oaths in the jurisdiction of residence of the

Purchaser, stating: (aa) the name and address of such requesting Co-Owner, and that the Co-Owner is a Co-Owner; (bb) that the Co-Owners Record shall not be used by the requesting Co-Owner or any other person except in connection with a *bona fide* effort to influence the voting by Co-Owners on an Ordinary Resolution or a Special Resolution; (ccc) that the information so provided is subject to applicable privacy rules and regulations; (ddd) that none of the information provided pursuant to clause (a) above shall be disclosed by or on behalf of the requesting Co-Owner to any person who is not a Co-Owner, that such information is proprietary to the Operator and the Co-Owners, and that its disclosure could cause irreparable harm to the other Co-Owners and the Operator; (eee) that the requesting Co-Owner will not, directly or indirectly, offer for sale or purchase, or otherwise traffic in, a list or copy of a list of the Co-Owners or any information contained in the Co-Owners Record; (fff) the requesting Co-Owner acknowledges and agrees that in the event of a breach of any of the covenants, provisions and restrictions in affidavit, the Co-Owners' and Operator's remedy in the form of monetary damages may be inadequate and that the Operator, for itself and on behalf of the other Co-Owners, shall be authorized and entitled, in addition to all other rights and remedies available to it and them, to apply for and obtain from any court of competent jurisdiction interim and permanent injunctive relief and an accounting of all profits and benefits arising out of such breach; and (ggg) that the requesting Co-Owner shall indemnify and hold harmless the Operator and the Nominee and the other Co-Owners from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee or the other Co-Owners by reason of any breach by such requesting Co-Owner of any of the covenants, provisions and restrictions contained in the affidavit.

The Operator shall provide or cause to be provided to each Co-Owner not later than 120 days after the end of each calendar year, financial statements showing the financial results for the Property for such calendar year. The Operator shall retain, at the expense of the Co-Owners, an independent firm of chartered accountants qualified in Canada to prepare such financial statements. Such financial statements shall contain a balance sheet, and a statement of cash flows and shall be prepared in accordance with Canadian accounting standards for private enterprises ("**ASPE**") applicable to the real estate industry in Canada and applied on a consistent basis from year to year. The financial statements shall not be required to be audited unless the Co-Owners by Ordinary Resolution require audited financial statements. For greater certainty, the funds in the Concept Planning Fund are hereby recognized as being the funds of the Operator, not of the Co-Owners.

17. AMENDMENT OF AGREEMENT

This Agreement may be amended in writing on the initiative of the Operator with the consent of the Co-Owners given by Ordinary Resolution. Notwithstanding the foregoing, the Operator may, without any prior notice to or consent from the Co-Owners amend any provision of this Agreement from time to time:

(a) to cure an ambiguity or to correct or supplement any provision contained herein which, in the reasonable opinion of the Operator, may be defective or inconsistent with any other provision contained herein, and with respect to which the cure, correction or supplemental provision does not and will not adversely affect the Interests of the Co-Owners; or

(b) to make such other provisions in regard to matters or issues relating to or arising under this Agreement which, in the reasonable opinion of the Operator, do not and will not adversely affect the Interests of the Co-Owners.

The Operator agrees to inform the Co-Owners by written notice within 60 days following the effective date of an amendment to this Agreement and provide copies of the amending agreement within the said 60 days.

18. PLANNING ACTIVITIES AND CONCEPT PLANNING FUND

As agent for the Vendor, the Operator shall deposit an amount equivalent to the Concept Planning Fund Contribution (as such term is defined in each Sale and Purchase Agreement) received by the Vendor under every completed Sale and Purchase Agreement into a single, segregated account (the "**Concept Planning Fund**") to be in the name of the Operator and to be used by the Operator solely for the purpose of paying the costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities, and those costs and expenses enumerated in Section 6(j) of this Agreement.

The Concept Planning Fund is intended to be a deposit account. Each Co-Owner's respective proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Co-Owner following completion of the sale of the Property. Each Co-Owner's share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of this Agreement) will be paid by the Co-Owner and deducted from his proportionate share of any sale proceeds receivable by him, if and when the Property is sold or otherwise disposed of. Each Co-Owner hereby irrevocably authorizes and directs the Operator to withhold from his proportionate share of any amounts otherwise receivable by it under this Agreement the amount of any such shortfall, and to pay such amount to the Operator.

The Operator shall keep proper and accurate records and details of all expenses paid out of the Concept Planning Fund, and at the request of the Vendor, provide access to the Vendor's representatives to such records and details of expenses to permit the Vendor to satisfy itself that such expenses were paid in accordance with the provisions of this Agreement.

The Operator shall prepare, perform and take or cause to be prepared, performed and taken all Planning Activities as it determines in its reasonable discretion are necessary for and on behalf of the Co-Owners including, without limitation, the following:

(a) surveys and concept plans in connection with the rezoning of the Property;

(b) in the reasonble discretion of the Operator, engage all consultants and professionals including, without limitation, legal counsel with respect to rezoning of the Property or any other Planning Activities;

(c) enter into or request the Nominee to enter into and deliver any documents, consent, acknowledgements or agreements including, without limitation, easements, rights in the nature of an easement, transfers, undertakings, applications, appeals and/or any other similar or related agreements or documents which may be required in the reasonable discretion of the Operator in connection with the Planning Activities;

(d) pay for all costs and expenses associated with Planning Activities, municipal property taxes and the cost of maintaining the Property, out of the Concept Planning Fund, and if insufficient, out of additional funds provided by the Co-Owners; and

(e) keep detailed records and accounts for or pertaining to the Planning Activities.

If the amount set aside in the Concept Planning Fund is not sufficient to defray all costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities and those costs and expenses enumerated in Section 6(j) of this Agreement, the Operator, in the exercise of its absolute discretion, and without the approval of the Co-Owners, may advance to the Co-Owners an amount or amounts on account of such shortfall to a maximum of 5% of the aggregate purchase prices paid by all Co-Owners for their respective Interests(collectively, the "**Initial Advance**"). The Initial Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance made to the Co-Owners out of the proceeds of the sale of the Property.

If the cost of Planning Activities exceeds the combination of the Concept Planning Fund and the Initial Advance, the Operator, as it deems necessary in the exercise of its absolute discretion but subject to the approval of the Co-Owners by way of an Ordinary Resolution, may advance to the Co-Owners additional amounts as may be required for such purposes (collectively, the "**Additional Advance**"). The Additional Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, after repayment of the Initial Advance, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance and the Additional Advance made to the Co-Owners out of the proceeds of the sale of the Property.

19. SALE OF THE PROPERTY

Any offer to purchase the Property received by the Operator or the Nominee, which the Operator deems acceptable (the "**Offer**") shall be presented to all of the Co-Owners for consideration and if approved by an Ordinary Resolution such Offer shall be accepted by the Nominee and such acceptance shall be binding upon all of the Co-Owners. Any sale of the Property by the Nominee resulting from an Offer the acceptance of which was approved by an Ordinary Resolution of the Co-Owners shall be deemed to include the sale by the Co-Owners of the Interests.

The Co-Owners hereby agree that Operator shall have the right, exercisable by notice in writing to the Co-Owners within 30 days after the Co-Owners have passed an Ordinary Resolution to accept the Offer, to purchase the Property at the same price and on the same terms and conditions as are contained in the Offer approved by Ordinary Resolution of the Co-Owners.

If the Operator fails to provide the notice exercising its right to purchase the Property on the same terms and conditions as are contained in the Offer within the said 30 days, then the Nominee shall accept the Offer and complete the transaction with the party that made the Offer the acceptance of which was approved by Ordinary Resolution of the Co-Owners.

20. HST AND LTT

Each of the Co-Owners hereby authorizes the Operator to make any and all filings, payments and/or remittances for HST with respect to the purchase by each Co-Owner of his respective Interest and any other payments of HST applicable to the services provided to the Nominee or in respect of the Property or the Interest of a Co-Owner.

Each Co-Owners hereby authorizes the Operator to carry out any HST reporting or filing obligations that are required in respect of the Interests or the Property. Such authority shall

include the execution of any documents that have to be or which may be advisable to be executed under the *Excise Tax Act*. The Operator shall to the extent required under the *Excise Tax Act* make and satisfy all filing and reporting obligations of a Co-Owner with respect to the Interest of the Co-Owner and shall provide each Co-Owner with copies of such filings and reports.

Each of the Co-Owners hereby authorizes the Operator to make any and all filings payments and/or remittances, from funds provided by the Co-Owner, relating to LTT arising from the purchase by each Co-Owner from the Vendor of his respective Interest in the Property. For greater certainty, each of the Co-Owners hereby authorizes the Operator on behalf of the Co-Owner and with the Co-Owner's funds to make any and all payments, remittances and filings under the provisions of the *Land Transfer Tax Act* relating to LTT and within the time period required therefor under the *Land Transfer Tax Act*, arising from the acquisition and/or ownership of the Interest. The Operator shall provide each Co-Owner with copies of such filings and evidence of the payments and remittances upon the written request of a Co-Owner.

21. POWER OF ATTORNEY

Each Co-Owner hereby nominates, constitutes and appoints each of the Operator and the Nominee, acting alone or together, with full power of substitution, as his true and lawful attorney and agent with full power and authority in his name, place and stead, for his use and benefit, to do the following, as fully and effectually as the Co-Owner could do if personally performed including, without limitation:

(a) execute and deliver all such documents or instruments on behalf of and in the name of the Co-Owners, or any of them, as may be deemed necessary by the Operator to carry out fully the provisions of this Agreement in accordance with its terms;

(b) execute, swear to, acknowledge, deliver, file and/or remit to or with the Ministry of Finance (Ontario) pursuant to the *Land Transfer Tax Act*, as amended, all necessary returns and payment or remittances in connection with the acquisition by the Co-Owners of their respective Interests in the Property;

(c) execute, acknowledge, deliver and file and/or remit to or with the CRA, all necessary instruments, declarations, certificates and other documents, and remittances relating to HST;

(d) execute, acknowledge, deliver and file as and where required any election made pursuant to subsection 273(1) of the *Excise Tax Act* as contemplated in each Purchase Agreement;

(e) execute and deliver all conveyances, agreements, documents and other instruments pertaining to the sale, development, redevelopment, financing, refinancing or leasing of the Property as the Operator determines in its sole discretion is in the best interests of the Co-Owners, and as permitted by this Agreement or authorized by Ordinary Resolution or Special Resolution of the Co-Owners; and

(f) execute, acknowledge, deliver and file any and all CRA non-resident personal income tax returns.

Each Co-Owner acknowledges and confirms that the power of attorney granted herein is made pursuant to the *Powers of Attorney Act* (Ontario) and is a power coupled with an interest, will survive the death, disability or other legal incapacity of the Co-Owner and will survive the assignment (to the extent of the Co-Owner's obligations hereunder) by the Co-Owner of the whole or any part of his Interest and extends to the heirs, executors, administrators, successors

and assigns of the Co-Owner and may be exercised by the Operator or the Nominee, acting alone or together, executing on behalf of the Co-Owners, or any of them, any instrument, by listing all of the Co-Owners to be bound by such instrument with a single signature as attorney and agent for all of them, or otherwise. Each of the Co-Owners agrees to be bound by any representations and actions made or taken in good faith and in accordance with the terms of this Agreement by the Nominee and/or the Operator pursuant to such power of attorney in accordance with the terms hereof and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the Nominee or the Operator taken in good faith under such power of attorney. The Operator shall, at the written request of a Co-Owner, provide such Co-Owner with copies of any of the documents or instruments executed, sworn, delivered, acknowledged or remitted by the Operator for and on behalf of that Co-Owner only under the power of attorney provided for in this Section 21.

22. INDEMNIFICATION

Each of the Co-Owners hereby agrees, severally and not jointly or jointly and severally, to indemnify and hold harmless the Operator and the Nominee from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee, or by any one or more attorneys appointed by it or them under the power to substitute pursuant to the power of attorney provision contained in Section 21 above, by reason of acts, omissions or alleged acts or omissions arising out of the activities of the Operator or the Nominee on behalf of the Co-Owners or in furtherance of the Interests of the Co-Owners but only if the acts, omissions or the alleged acts or omissions in respect of which any actual or threatened action, proceeding or claim are based, were performed in good faith and in accordance with the Agreement.

23. VENDOR'S RIGHT TO RETAIN AN INTEREST

The Co-Owners acknowledge and agree that the Vendor has the right, but not the obligation, to retain an undivided beneficial Interest in the Property (a "**Retained Interest**"), to whatever extent it wishes, and the Vendor to the extent of any such Retained Interest shall for the purposes of this Agreement be a Co-Owner and be deemed to be bound by this Agreement. The Vendor may at any time and from time to time Transfer and assign all or any part of such Retained Interest to any person or persons it deems appropriate and upon such Transfer or assignment, the assignee or transferee thereof shall execute a counterpart of this Agreement and shall be a Co-Owner to the extent of the Retained Interest so transferred or assigned.

24. COMPETING INTERESTS

Each of the Co-Owners and the Operator is entitled, without the consent of any of the others of them, to own property and to carry on any business or activity whatsoever, whether of the same or different nature as that owned by or carried on by any of them, and whether or not in competition with the Interests, the Property or any activity carried on by any of them, and neither any Co-Owner nor the Operator shall be liable to account to any of the other of them.

25. NOTICES

Any notice or communication required or permitted to be given to the Nominee, the Vendor, the Operator or the Co-Owners hereunder shall be in writing and shall be given by delivery or by mailing to same to be addressed as follows:

(a) To the Nominee, the Vendor or the Operator, at its respective mailing address provided in Section 4 above.

(b) To each Co-Owner at his last address shown on the Co-Owners Record maintained by the Operator.

Any notice or communication delivered as aforesaid shall be in the English language but may be accompanied by an unofficial translation and shall be deemed to have been given to the addressee on the day of delivery, if delivered by courier or, if mailed as aforesaid, shall be deemed to have been given to the addressee on the 10th Business Day following the mailing of such notice, provided that, for such purposes, no day during which there shall be a strike or other occurrence which shall interfere with normal mail services shall be considered a Business Day. If delivery of any notice or communication is made via fax, delivery shall be deemed to have been made on the day following the sending of the fax unless such day is not a Business Day, in which case delivery shall be deemed to have been made on the next Business Day.

26. FURTHER ACTS

The parties hereto agree to execute and deliver such further and other documents and to perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

27. BINDING EFFECT

Subject to the restrictions on Transfers herein contained, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and permitted assigns.

28. SEVERABILITY

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts, by original or facsimile signature, with the same affect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same agreement.

30. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, in the Country of Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

31. DISPUTE RESOLUTION

Any disputes, claims, disagreements, differences, (including, without limitation, interpretation, performance and enforcement) (collectively the "**Dispute**") that may arise between the Co-Owners or any of them and/or the Operator and/or the Nominee relating in any manner to this Agreement, the Property, or the Interests or any of them, shall attempted to be resolved by mediation and if such mediation is not successful, then by arbitration.

Upon written demand of the Nominee, the Operator or the Co-Owners or any them and within 10 days after such demand, the parties shall attempt to appoint a mediator. If within such period of time they are unable to agree on a mediator, the Dispute shall be resolved by arbitration. If the parties to the Dispute are unable to agree upon a single arbitrator within 10 days after a demand has been made by any party to the Dispute to appoint a single arbitrator then, any party to the Dispute may apply, to a Justice of the Superior Court of Justice sitting in the City of Toronto, in the Province of Ontario, Canada for the appointment of an arbitrator.

The arbitration shall proceed in accordance with the provisions of the *Arbitration Act*, 1991 (Ontario) and any amendments or successor legislation thereto, which provisions shall apply *mutatis mutandis*. The arbitrator shall have the power to determine the procedure for the arbitration and to deliver his or her award notwithstanding the default by any party in respect of any procedural order made by the arbitrator.

The arbitrator shall proceed immediately to hear and determine the Dispute. The award of the arbitrator shall be made within 30 days after the appointment of the arbitrator, subject to any reasonable delay due to unforeseen circumstances. The award of the arbitrator shall be in writing and signed by the arbitrator, and shall be final and binding on the parties to the Dispute, not subject to any appeal, and the parties to the Dispute shall abide by the award and perform the terms and conditions thereof. The arbitration award shall deal with the costs of arbitration and all matters related thereto including the arbitrator's fees and expenses. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Unless otherwise mutually agreed, any mediation or arbitration of a Dispute shall take place in the Municipality of Metropolitan Toronto, in the Province of Ontario, in the Country of Canada.

32. NO INTENTION TO CREATE A PARTNERSHIP

The Co-Owners acknowledge, agree and declare that the entering into of this Agreement does not, and is not intended to, create a partnership, for any purpose. The Co-Owners further agree that nothing herein is to be construed as a limitation of the powers or rights of any Co-Owner to carry on its separate respective activities. Except for the Operator as contemplated in this Agreement, none of the Co-Owners shall have the right to bind any of the other Co-Owners, transact any business in any of the other Co-Owners names or on their behalf or incur any liability for or on behalf of any of the other Co-Owners. The Co-Owners agree that they shall each report their income or loss arising from the ownership of their Interests, for both accounting and income tax purposes, and to the applicable taxing authorities, as co-venture parties independent of one another, and not as partners in a partnership.

33. NO RIGHT TO PARTITION, ETC.

Each of the Co-Owners, by becoming a party to this Agreement, agrees and will be deemed to have agreed that he will not seek any remedy or right for the termination of this Agreement which would otherwise be available at law or in equity or for the termination of the co-ownership of the Property or which would otherwise be available pursuant to the *Partition Act*, R.S.O. 1980, c. 369,) and any amendments or successor legislation thereto, and each such Co-Owner shall be forever estopped from asserting otherwise and from seeking such remedy or right. In the event of any breach of the provisions of this Section 33 by a Co-Owner, the other Co-Owners and the Operator shall, in addition to all rights and remedies at law or in equity to which it is or they are otherwise entitled, be entitled to a decree or order

perpetually restraining and enjoining such partition, application, action or other proceeding, and the first-mentioned Co-Owner shall not plead in defence thereto that there would be an adequate remedy at law, it being acknowledged by all the parties hereto that the injury and damages flowing from any such breach would be impossible to measure monetarily.

34. TIME

Time shall be of the essence of this Agreement.

35. REFERENCE DATE

This Agreement is dated for reference as of the 30TH day of JANUARY, 2015.

IN WITNESS WHEREOF this Agreement is executed with effect as of the day and year first above written.

EXECUTED this 15TH day of NOVEMBER, 2020 with effect as of the day and year first above written.

CO-OWNER

WITNESS

✓ SIGNATURE OF WITNESS 内富博文

Signature of Witness

Print: **HIROFUMI UCHITOMI**

吹上瑞枝 ★

Signature of Co-Owner

Print: **MIZUE FUKIAGE**

EXECUTED this 26TH day of FEBRUARY, 2021 with effect as of the day and year first above written.

LONDON VALLEY V INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

EXECUTED this 26TH day of FEBRUARY, 2021 with effect as of the day and year first above written.

TSI-LV V INTERNATIONAL CANADA INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

EXECUTED this 26TH day of FEBRUARY, 2021 with effect as of the day and year first above written.

LV V CAPITAL MANAGEMENT INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

This is document redacted 2372 of 2377 from the records of the Ontario Superior Court of Justice (Commercial List). It is considered to be the original.

This document replaces 24/797TH of 85/797TH from the previous document issued to MASAO KOBAYASHI (#41426). It is considered to be the original

SCHEDULE "1"

Legal Description of Property

Lands and premises located in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lots 58 & 59 ETR Westminster Designated Parts 8 & 9, 33R2972; and PT LT 59, ETR Westminster as in 559255; Save & Except Part 1, Plan ER864297; City of London

SCHEDULE "2"

NOTICE OF REQUISITION OF ORDINARY RESOLUTION

By Co-Owners

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____, 201_ .

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: MIZUE FUKIAGE
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV V49-LV V72

By Operator

NOTICE IS HEREBY GIVEN that the undersigned requests the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned signed to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemd to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____ , 201__.

LV V CAPITAL MANAGEMENT INC.

Per: _____

Name:
Title:
I have authority to bind the Corporation.

Appendix 1

FORM OF ORDINARY RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____ , 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: MIZUE FUKIAGE
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV V49-LV V72

Identification No. _____

SCHEDULE "3"

NOTICE OF REQUISITION OF SPECIAL RESOLUTION

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners to approve the Special Resolution attached hereto as Appendix 1 **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Special Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Special Resolution.

Dated the _____ day of _____, 201__.

Witness	**Co-Owner**
_____	_____
Signature	Signature
Print: _____	Print: MIZUE FUKIAGE
Address: _____	Address: _____
_____	_____

Unit Identification No. LV V49-LV V72

Identification No. _____

Appendix I

FORM OF SPECIAL RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____ , 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: MIZUE FUKIAGE
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. LV V49-LV V72

Identification No. _____

DECLARATION OF TRUST

Cert. No. LV52021022644760

Interest: 24 / 797TH

ID. 44760 UDI. LV V49-LV V72

This is to certify that MIZUE FUKIAGE is the owner of an undivided beneficial 24/797TH interest (the "**Interest**") representing a value of TWO HUNDRED AND FORTY THOUSAND DOLLARS ONLY of lawful money of Canada (C$240,000.00) in the real property located in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lots 58 & 59 ETR Westminster Designated Parts 8 & 9, 33R2972; and PT LT 59, ETR Westminster as in 559255; Save & Except Part 1, Plan ER864297; City of London (the "**Property**") and that London Valley V Inc., as the registered holder of title to the Property, declares and acknowledges that it is holding title to the Property in trust for and on behalf of MIZUE FUKIAGE, to the extent of the Interest.

Reference is made to the co-owners agreement (the "**Agreement**") dated for reference as of the 30TH day of January, 2015 among the owner of the Interest named in the within Declaration of Trust, London Valley V Inc., TSI-LV V International Canada Inc., LV V Capital Management Inc. and all other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of the Agreement. The Agreement provides for certain rights and obligations of the owners of undivided beneficial interest in the Property.

This Declaration of Trust and the Interest represented hereby are not transferable by delivery but only by the registered holder hereof, or by his agent duly authorized in writing, upon compliance with the provisions of the Agreement, including delivery to TSI-LV V International Canada Inc. at its principal office in Mississauga, Ontario, of this Declaration of Trust together with a duly executed transfer of beneficial interest in the form required by TSI-LV V International Canada Inc.

IN WITNESS WHEREOF London Valley V Inc. and TSI-LV V International Canada Inc. have caused this Declaration of Trust to be signed by its duly authorized officers this 26TH day of FEBRUARY 2021.

LONDON VALLEY V INC.

Per: Tim P. Shields

Name:

Title:

I/We have authority to bind the Corporation

TSI-LV V INTERNATIONAL CANADA INC.

Per: Tim P. Shields

Name:

Title:

I/We have authority to bind the Corporation

UNIT IDENTIFICATION NO. LV V644-LV V663

AGREEMENT OF SALE AND PURCHASE dated the 27TH day of JULY, 2015.

BETWEEN

HIRONORI KOBAYASHI,

Identification: DRIVER'S LICENSE (528701029170)

Address: 413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Phone Number: 81-776-27-5321

(hereinafter referred to as the "**Purchaser**")

-and-

TSI-LV V INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario,

(hereinafter referred to as the "**Vendor**");

-and-

LONDON VALLEY V INC.,
a corporation incorporated under the laws of the Province of Ontario

(hereinafter referred to as the "**Nominee**")

WHEREAS:

A. The Vendor is the beneficial owner of an undivided interest in a parcel of land described in Schedule "B" annexed to this Agreement (the "**Property**") and title to which Property is registered in the name of the Nominee.

B. The Vendor is engaged in the business of land banking, the prime focus of which is to locate and purchase raw land and to endeavour to rezone the land through the applicable land development process to an approved use determined by the Vendor to be suitable and appropriate in all of the circumstances, and to thereby enhance the value of the land.

C. The Purchaser acknowledges that rezoning of the Property is uncertain and may take many years to achieve, often six years or longer, and that there can be no assurance that rezoning will be obtained, or if obtained, to permit for such use or uses as were requested and/or otherwise on terms and conditions that are satisfactory.

D. The Vendor may from time to time sell undivided beneficial interests in the Property to various purchasers.

E. The Purchaser acknowledges that real estate investments are generally subject to various risks, including a lack of liquidity, the highly competitive nature of the real estate industry, changes in general economic conditions (such as the availability and cost of mortgage funds), conditions of supply and demand for any particular type of real estate in the particular area, government regulations and changes thereto (including uncertainties and delays in zoning, subdivision and development regulatory approval processes, taxation of

property and environmental legislation), changes in governments and the political environment in the jurisdiction where the real estate is located, and sensitivity to interest rates, among other factors.

F. The Purchaser acknowledges having had the opportunity to review this Agreement and its schedules with its advisors and to conduct such due diligence investigations as the Purchaser deemed appropriate with respect to all matters pertaining to the Property and to the Vendor.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. SALE OF UNDIVIDED BENEFICIAL INTEREST IN LAND

1.1 The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser a 20/797TH undivided beneficial interest in the Property (the "**Purchaser's Land Interest**").

1.2 The Purchaser's Land Interest will be identified by the following designated identification number: LV V644-LV V663

2. . PURCHASE PRICE

2.1 The Purchaser shall pay the aggregate sum of Ten Thousand Dollars of lawful money of Canada (C$10,000.00) for each 1/797TH undivided beneficial interest in the Property upon execution of this Sale and Purchase Agreement, of which Nine Thousand Three Hundred Dollars Only (C$9,300.00) of lawful money of Canada will be paid on account of the purchase price for such interest, and Seven Hundred Dollars Only (C$700.00) of lawful money of Canada will be paid into a segregated account known as the "Concept Planning Fund" (the "**Concept Planning Fund**") to be used to defray costs, expenses and fees to be incurred in connection with the Property, as more particularly hereinafter described and as described in the Co-Owners Agreement (as such term is hereinafter defined).

2.2 The Purchaser hereby agrees to purchase the Purchaser's Land Interest for a total purchase price of ONE HUNDRED EIGHTY SIX THOUSAND DOLLARS ONLY of lawful money of Canada (C$186,000.00) (the "**Purchase Price**"), and to pay the amount of FOURTEEN THOUSAND DOLLARS ONLY of lawful money of Canada (C$14,000.00) into the Concept Planning Fund (the "**Concept Planning Fund Contribution**"). All references in this Agreement to payments of money being made shall mean lawful money of Canada.

2.3 The Purchase Price excludes applicable harmonized sales tax (the "**HST**") pursuant to the *Excise Tax Act*, R.S.C. 1985, c E-15, as amended (the "**ETA**") and the Purchaser agrees to pay the HST in addition to the Purchase Price and the Concept Planning Fund Contribution, unless the Purchaser has obtained and inserted (or instructed to be inserted) its HST registration number set forth below on the signing page of this Agreement, below its signature, prior to acceptance of this Agreement by the Vendor, in which case the Purchaser hereby represents and warrants that it is a registrant for HST purposes under the provisions of the ETA, under such registration number.

2.4 Included in the Purchase Price and the Concept Planning Fund Contribution, the Purchaser shall be responsible for the payment of land transfer tax ("**LTT**") under

22. LAWS AND JURISDICTION-ONTARIO

22.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

23. CAPTIONS

23.1 The captions of the sections of this Agreement are for convenience only and do not amplify or limit in any way the provisions hereof.

24. EFFECT OF PARTIAL INVALIDITY ON THIS AGREEMENT

24.1 In the event that any provision of this Agreement is illegal, void or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

25. FACSIMILE DOCUMENTS

25.1 The parties agree to accept facsimile executed documents, including Closing Documents, as if they were originally signed documents.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SET OUT BELOW.

WITNESSED BY:

DATE OF EXECUTION: 2015-07-27

THE PURCHASER

CHIAKI HAYASHI
Print Name of Witness

HIRONORI KOBAYASHI
Print Name of Purchaser

✓ Chiaki Hayashi
Signature of Witness

小林博紀 ★
Signature of Purchaser

Witness Identification Number

HST Number:

804960508RT0001

LV V644-LV V663-42086

✓

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DATE OF EXECUTION: 2015-10-16
THE VENDOR:
TSI-LV V INTERNATIONAL CANADA INC.

Per:

Name:
Title:
HST Number: 82147 9797 RT0001

I/We have the authority to bind the Corporation.

DATE OF EXECUTION: 2015-10-16

THE NOMINEE:
LONDON VALLEY V INC.

Per:

Name:
Title:
I/We have the authority to bind the Corporation.

THIS IS **EXHIBIT "LL"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

Ontario ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND REGISTRY OFFICE #33

08207-0153 (LT)

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

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

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
DIVISION FROM 08207-0052

PIN CREATION DATE:
2013/02/04

OWNERS' NAMES
LONDON VALLEY V INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
*** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2013/02/04 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 1992/09/14 **						
195932	1964/04/03	BYLAW				C
33R2972	1978/03/20	PLAN REFERENCE				C
559255	1979/10/18	TRANSFER		*** DELETED AGAINST THIS PROPERTY ***	HUNTINGDALE FARMS INC.	
A633279	1983/02/28	REST COV APL ANNEX		*** DELETED AGAINST THIS PROPERTY ***		
633279	1983/02/28	TRANSFER		*** DELETED AGAINST THIS PROPERTY ***	FORM-RITE TUBE (HUNTINGDALE) INC.	
CORRECTIONS: 'TRANSFEREE: C.O.B.' DELETED ON 2000/03/08 BY LINDA BENEDICT. 'TRANSFEREE: HUNTINGDALE FARMS' DELETED ON 2000/03/08 BY LINDA BENEDICT.						
33R18343	2012/07/26	PLAN REFERENCE				C
ER967055	2015/01/12	APL CH NAME OWNER		*** COMPLETELY DELETED *** HUNTINGDALE FARMS INC. FORM-RITE TUBE (HUNTINGDALE) INC.	PRIMAVERA INVESTMENTS LTD.	

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

Ontario ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND REGISTRY OFFICE #33

08207-0153 (LT)

PREPARED FOR Alexandra01
ON 2025/02/21 AT 07:50:43

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
ER967056	2015/01/12	TRANSFER		*** COMPLETELY DELETED *** PRIMAVERA INVESTMENTS LTD.	REDROCK CORPORATION	
ER969606	2015/01/30	TRANSFER		REDROCK CORPORATION	2410433 ONTARIO INC.	C
	REMARKS: PLANNING ACT STATEMENTS.					
ER977607	2015/04/07	APL CH NAME OWNER		2410433 ONTARIO INC.	LONDON VALLEY V INC.	C
ER1601205	2024/10/29	CHARGE	$110,000,000	LONDON VALLEY V INC.	1001045239 ONTARIO INC	C

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

THIS IS **EXHIBIT "MM"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

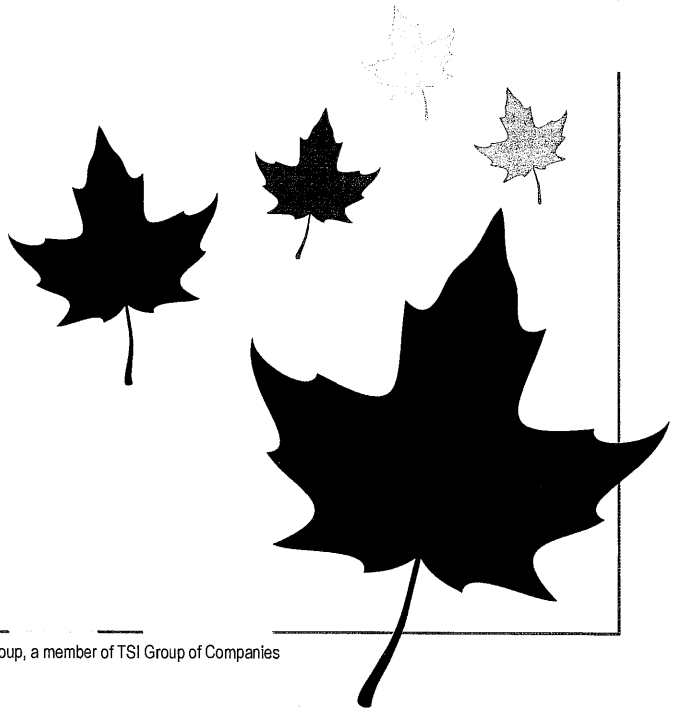
AMANDA MCLACHLAN

JP 1315H
4/27/2015

TSI INTERNATIONAL

FORT ERIE HILLS INC.

AKIKO KOBAYASHI



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UNIT IDENTIFICATION NO. FEH542-FEH553

AGREEMENT OF SALE AND PURCHASE dated the 18TH day of MARCH, 2015.

BETWEEN

AKIKO KOBAYASHI,

Identification: DRIVER'S LICENSE (527730357761)

Address: 413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Phone Number: 81-776-27-5321

(hereinafter referred to as the "**Purchaser**")

-and-

FORT ERIE HILLS INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario,

(hereinafter referred to as the "**Vendor**");

-and-

FORT ERIE HILLS INC.,
a corporation incorporated under the laws of the Province of Ontario

(hereinafter referred to as the "**Nominee**")

WHEREAS:

A. The Vendor is the beneficial owner of an undivided interest in a parcel of land described in Schedule "B" annexed to this Agreement (the "**Property**") and title to which Property is registered in the name of the Nominee.

B. The Vendor is engaged in the business of land banking, the prime focus of which is to locate and purchase raw land and to endeavour to rezone the land through the applicable land development process to an approved use determined by the Vendor to be suitable and appropriate in all of the circumstances, and to thereby enhance the value of the land.

C. The Purchaser acknowledges that rezoning of the Property is uncertain and may take many years to achieve, often six years or longer, and that there can be no assurance that rezoning will be obtained, or if obtained, to permit for such use or uses as were requested and/or otherwise on terms and conditions that are satisfactory.

D. The Vendor may from time to time sell undivided beneficial interests in the Property to various purchasers.

E. The Purchaser acknowledges that real estate investments are generally subject to various risks, including a lack of liquidity, the highly competitive nature of the real estate industry, changes in general economic conditions (such as the availability and cost of mortgage funds), conditions of supply and demand for any particular type of real estate in the particular area, government regulations and changes thereto (including uncertainties and delays in zoning, subdivision and development regulatory approval processes, taxation of

property and environmental legislation), changes in governments and the political environment in the jurisdiction where the real estate is located, and sensitivity to interest rates, among other factors.

F. The Purchaser acknowledges having had the opportunity to review this Agreement and its schedules with its advisors and to conduct such due diligence investigations as the Purchaser deemed appropriate with respect to all matters pertaining to the Property and to the Vendor.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. SALE OF UNDIVIDED BENEFICIAL INTEREST IN LAND

1.1 The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser a 12/590TH undivided beneficial interest in the Property (the "**Purchaser's Land Interest**").

1.2 The Purchaser's Land Interest will be identified by the following designated identification number: FEH542-FEH553

2. . PURCHASE PRICE

2.1 The Purchaser shall pay the aggregate sum of Ten Thousand Dollars of lawful money of Canada (C$10,000.00) for each 1/590TH undivided beneficial interest in the Property upon execution of this Sale and Purchase Agreement, of which Nine Thousand Five Hundred Dollars Only (C$9,500.00) of lawful money of Canada will be paid on account of the purchase price for such interest, and Five Hundred Dollars Only (C$500.00) of lawful money of Canada will be paid into a segregated account known as the "Concept Planning Fund" (the "**Concept Planning Fund**") to be used to defray costs, expenses and fees to be incurred in connection with the Property, as more particularly hereinafter described and as described in the Co-Owners Agreement (as such term is hereinafter defined).

2.2 The Purchaser hereby agrees to purchase the Purchaser's Land Interest for a total purchase price of ONE HUNDRED FOURTEEN THOUSAND DOLLARS ONLY of lawful money of Canada (C$114,000.00) (the "**Purchase Price**"), and to pay the amount of SIX THOUSAND DOLLARS ONLY of lawful money of Canada (C$6,000.00) into the Concept Planning Fund (the "**Concept Planning Fund Contribution**"). All references in this Agreement to payments of money being made shall mean lawful money of Canada.

2.3 The Purchase Price excludes applicable harmonized sales tax (the "**HST**") pursuant to the *Excise Tax Act*, R.S.C. 1985, c E-15, as amended (the "**ETA**") and the Purchaser agrees to pay the HST in addition to the Purchase Price and the Concept Planning Fund Contribution, unless the Purchaser has obtained and inserted (or instructed to be inserted) its HST registration number set forth below on the signing page of this Agreement, below its signature, prior to acceptance of this Agreement by the Vendor, in which case the Purchaser hereby represents and warrants that it is a registrant for HST purposes under the provisions of the ETA, under such registration number.

2.4 Included in the Purchase Price and the Concept Planning Fund Contribution, the Purchaser shall be responsible for the payment of land transfer tax ("**LTT**") under

the *Land Transfer Act*, R.S.O., c L.6. as amended (the "**LTTA**"), in the amount of NINE HUNDRED FIFTEEN DOLLARS AND EIGHTY FOUR CENTS of lawful money of Canada (C$915.84).

2.5 The Purchaser covenants to pay, make and submit all necessary payments, filings and remittances within the time periods required therefor under the provisions of the ETA, if applicable, and the LTTA, and the regulations thereunder. The Purchaser hereby authorizes the Vendor on behalf of the Purchaser and with the Purchaser's funds, to make any and all payments, filings and remittances within the time periods required therefore under the provisions of the ETA relating to HST, if applicable, and under the provisions of the LTTA relating to LTT required to be made by the Purchaser arising from its acquisition of the Purchaser's Land Interest. While the Vendor agrees to assist the Purchaser in submitting such payments, remittances and filings, for greater certainty, nothing herein contained shall oblige the Vendor to make any payments or remittances from its own resources or funds and all such payments and remittances and filings shall be the Purchaser's obligation.

2.6 Funds in the Concept Planning Fund shall be applied towards defraying future costs of every nature and kind related to the Property, including property management costs, costs, fees, and services incurred in connection with planning activities, development submissions, subdivision applications, operational costs and all other activities and matters concerning or related to the Property, as determined by the Operator (as such term is defined in the Co-Owners Agreement) which would be incurred by or on behalf of the Purchaser as a Co-Owner. The Concept Planning Fund is intended to be a deposit account. The Purchaser's proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Purchaser following completion of the sale of the Property. The Purchaser's proportionate share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of the Co-Owners Agreement) will be paid by the Purchaser (in its capacity as a Co-Owner) and deducted from its proportionate share of any sale proceeds receivable by it, if and when the Property is sold or otherwise disposed of.

3. PAYMENT OF THE PURCHASE PRICE

3.1 The Purchaser hereby agrees that the Purchase Price, the Concept Planning Fund Contribution, and all other amounts due and payable hereunder, shall be paid to the Vendor on the Closing Date (as hereinafter defined). Following the Closing Date, the Vendor shall deliver the Concept Planning Fund Contribution to the Operator for deposit into the Concept Planning Fund.

3.2 All payments of the Purchase Price, the Concept Planning Fund Contribution, and such other amounts shall be made through the appointed agent (the "**Vendor's Agent**"), the Vendor's authorised agent and representative in the jurisdiction of residence of the Purchaser, and the Vendor hereby directs the Purchaser to make all such payments to the Vendor's Agent, who is authorised by the Vendor to acknowledge receipt of the Purchase Price and other amounts paid hereunder.

4. CLOSING DATE, DELIVERIES, COSTS, NON-MERGER

4.1 The date on which this Agreement is signed by the Purchaser and is accepted and signed by the Vendor and the Nominee shall be the "**Closing Date**". On the Closing Date, in addition to delivering the Purchase Price and this Agreement, the Purchaser agrees to deliver to the Vendor's Agent a copy of the Co-Owners Agreement signed by the Purchaser.

FEH542-FEH553-41315

4.2 Within ninety (90) days after the Closing Date, the Vendor agrees to deliver to the Purchaser the following documents (the "**Closing Documents**"):

(a) this Agreement, duly executed by the Vendor and the Nominee;

(b) a Declaration of Trust (as hereinafter defined), duly executed by the Nominee; and

(c) the Co-Owners Agreement (as hereinafter defined), duly executed by the Nominee and Operator (as therein defined).

4.3 The Vendor shall pay for the cost of drafting and/or settling the Closing Documents. The Vendor shall not be obligated to pay any other costs associated with the purchase of the Purchaser's Land Interest.

4.4 This Agreement shall be irrevocable by the Purchaser for a period of 120 days following its execution and delivery to the Vendor or the Vendor's Agent. This Agreement shall only become binding upon the Vendor and the Nominee following the Vendor and the Nominee having each accepted this Agreement as signified by its respective execution of this Agreement where indicated below.

4.5 All representations, warranties and covenants of the Purchaser as set out in this Agreement shall not merge upon closing but shall survive closing and the Closing Date.

5. VENDOR REPRESENTATIONS AND WARRANTIES

5.1 The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in completing the sale and purchase transaction contemplated in this Agreement:

(a) the Vendor is the beneficial owner of the Purchaser's Land Interest with good and marketable title thereto, subject to Section 6.1;

(b) registered title to the Property and beneficial title to the Purchaser's Land Interest shall be good and marketable and clear and free from all mortgages, charges and financial liens on the Closing Date;

(c) the Vendor has the right, power and authority to sell the Purchaser's Land Interest as contemplated in this Agreement;

(d) the Vendor is a corporation properly constituted and in good standing under the laws of the Province of Ontario and the laws of Canada applicable therein; and

(e) the Vendor is not now and on the Closing Date will not be a non-resident of Canada within the meaning of the *Income Tax Act* (Canada), R.S.C. 1985, c.1 (5th Supp.), as amended from time to time.

6. EASEMENTS, LIENS, REGISTERED AGREEMENTS

6.1 Other than any mortgage, charge or financial lien which the Vendor is required to discharge pursuant to this Agreement, registered title to the Property, and beneficial title to the Purchaser's Land Interest, shall be subject to all other liens and encumbrances registered

on title to the Property on the Closing Date or which may be registered against the title to the Property after the Closing Date, including those registered in connection with the rezoning or development process relating to the Property, and including, without limitation, agreements with the applicable municipality or region, agreements with public regulated utilities, easements for the supply of domestic utility or telephone services to the Property or properties which are adjacent to the Property, easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the Property or its proposed development, other registered restrictions or covenants that run with the lands, and the restrictions and reservations in the Crown patent.

7. PURCHASER(S)' REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 The Purchaser represents and warrants to and covenants in favour of the Vendor as follows:

(a) there are no liens, mortgages, judgements, executions or other encumbrances, related to or attaching to the Purchaser's Land Interest or any part thereof;

(b) the Purchaser shall keep the Purchaser's Land Interest and every part thereof free and clear of all liens, mortgages, other encumbrances, judgements or executions. The Purchaser warrants and represents that all such liens, mortgages, judgements, executions other encumbrances, if any, shall be discharged and removed forthwith at the Purchaser's sole cost and expense and the Purchaser shall hold harmless the Vendor and all other beneficial owners of undivided interests in the Property from time to time against any and all claims, liabilities, actions, cause of actions, charges, demands and costs, including solicitors fees in connection therewith; and

(c) the Purchaser will not register or cause to be registered this Agreement, the Co-Owners Agreement, notice of this Agreement, notice of the Co-Owners Agreement, notice of the Purchaser's Land Interest, or any caution against title to the Property and the Purchaser shall forthwith remove and discharge any such registration at its costs and expense, failing which the Vendor may do so at the cost and expense of the Purchaser.

7.2 The foregoing warranties, representations and covenants of the Purchaser shall not merge on closing but shall survive closing and the Closing Date.

8. PURCHASER(S)' PARTICULARS, NATURE OF VESTING OF BENEFICIAL TITLE

8.1 The Purchaser agrees and confirms that the personal information provided in Schedule "A" annexed hereto is true, accurate and complete and agrees to inform the Vendor in writing forthwith of any change in any of the information therein provided.

8.2 If there is more than one person that comprises the Purchaser, then the Purchaser's Land Interest will be held as joint tenants with right of survivorship unless the box below is initialled by the Purchaser in which case the Purchaser's Land Interest will be deemed to be held as tenants-in-common, in the percentages noted therein.

[ ] Purchaser elects to hold Purchaser's Land Interest as tenants- in -common and not as joint tenants, as follows: _____ as to ___%, _____ as to ____%.

9. PRESENT STATE AND CONDITION OF PROPERTY

9.1 The Purchaser hereby agrees that the purchase of the Purchaser's Land Interest is on an "as is, where is basis" with no representations or warranties whatsoever made by the Vendor, other than as expressly set out in this Agreement.

10. TITLE INSURANCE

10.1 The Nominee as registered owner of the Property obtained title insurance upon acquiring the Property (the "**Title Insurance Policy**") in such form and in such amount and with such stipulations, limitations and qualifications respecting coverage as it deemed appropriate.

11. NOMINEE AS BARE TRUSTEE; DECLARATION OF TRUST

11.1 The Purchaser acknowledges that the registered title to the Property is held by the Nominee, as nominee and bare trustee for the Vendor to the extent of its undivided beneficial interest in the Property, and as nominee and bare trustee for others to the extent of their respective undivided beneficial interests in the Property, and that on completion of the transaction herein contemplated the Nominee will hold the registered title to the Property to the extent of the Purchaser's Land Interest as nominee and bare trustee for the Purchaser and others to the extent of their respective undivided beneficial interests in the Property.

11.2 The mailing address of the Nominee for receiving notices shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee may change its mailing address from time to time by giving notice in writing to that effect pursuant to the notice provisions contained in the Co-Owners Agreement.

11.3 The Nominee agrees to execute and deliver to the Purchaser a declaration of trust (the "**Declaration of Trust**") wherein it will confirm that, from and after the Closing Date, it is holding the title to the Property for and on behalf of the Purchaser, to the extent of the Purchaser's Land Interest, in the place and stead of the Vendor.

11.4 The Purchaser acknowledges that the registered title to the Property shall at all times be in the name of the Nominee.

12. NO RIGHT TO USE, OCCUPY OR ACCESS

12.1 The Purchaser agrees that it hereby waives all rights of use, occupation and rights of access to the Property, and any part thereof, in order to facilitate the future rezoning and ultimate subdivision and re-development of the Property, for the benefit of all Co-Owners. The provisions of this Section 12 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date.

13. CO-OWNERS AGREEMENT

13.1 The Purchaser agrees that concurrent with its execution and delivery of this Agreement, the Purchaser shall execute and deliver the agreement or a counterpart of the co-

owners agreement, a draft copy of which is annexed hereto as Schedule "C" (the "**Co-Owners Agreement**").

13.2 The Co-Owners Agreement shall govern, amongst other things, the following:

(a) the rights and obligations of the Purchaser, as owner and any other owners of undivided beneficial interests in the Property;

(b) any future sale, financing and/or development of the Property;

(c) procedures for consent and approvals by the Co-Owners (as such term is defined in the Co-Owners Agreement);

(d) appointing the Operator (as such term is defined in the Co-Owners Agreement) for and on behalf of the Co-Owners;

(e) the rights and obligations of the Operator of the Property;

(f) the obligation of the Nominee as registered holder of the title to the Property for an on behalf of the Co-Owners;

(g) the right to transfer or assign the Purchaser's Land Interest or any part thereof and the terms conditions to be satisfied with respect to any such assignment or transfer; and

(h) such other matters as are therein contained.

13.3 The Vendor shall not be obligated but shall have the right to retain an undivided beneficial interest in the Property to such extent as it may in its absolute discretion deem appropriate and thus be a co-owner thereof and with respect to such undivided beneficial interest it shall be subject to the terms of the Co-Owners Agreement and entitled to exercise the rights of a Co-Owner.

14. SUBDIVISION CONTROL PROVISIONS

14.1 The Vendor agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and this Agreement shall be effective to create an interest in the Property provided that the provisions of the *Planning Act* (Ontario) are complied with in connection with the transaction of sale and purchase of the Purchaser's Land Interest.

15. NO REPRESENTATIONS, WARRANTIES OR ADVICE

15.1 The Purchaser acknowledges that none of the Vendor, the Nominee, the Vendor's Agent nor anyone acting on its or their behalf has made any representations or warranties except as are expressly set forth in this Agreement or the Co-Owners Agreement, nor given any advice respecting the tax treatment relating to the purchase or disposition of the Purchaser's Land Interest or any part thereof or the Property, nor as to the timing of sale, rezoning or development of the Property nor with respect to any potential or anticipated profit to be derived or derivable from the Purchaser's Land Interest or the Property.

15.2 The Purchaser has been urged and advised to consult with the Purchaser's own respective advisors including legal and tax advisors, with respect to the purchase and other matters pertaining to the Property and the Purchaser's Land Interest and the Closing Documents.

16. SOURCE OF FUNDS

16.1 The Purchaser hereby represents, warrants, confirms and acknowledges that the source of the Purchaser's funds:

(a) are not derived directly or indirectly from any crime;

(b) are not linked directly or indirectly to any terrorists or against anti terrorist laws;

(c) are not embargoed funds; and

(d) are not obtained in violation of any laws or seeking to escape or avoid any tax laws;

16.2 The Purchaser covenants that all payments and remittances shall strictly comply , at its own expense, with all regulatory or exchange control provisions in force on the Closing Date and applicable to this Agreement.

16.3 The provisions of this Section 16 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date

17. NOTICES

17.1 All notices required hereunder shall be in writing and in the English language and may be served either personally upon the parties or by electronic transmission namely by fax or email addressed to the Parties at their respective last known addresses, fax number or email address.

18. HEIRS, ASSIGNS, ETC.

18.1 This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective heirs , administrators, executors, successors and permitted assigns; provided that, the Purchaser shall not be entitled to assign this Agreement or any of its rights hereunder without the prior written approval of the Vendor, which approval may be withheld in its absolute discretion.

19. SUPERCEDING AGREEMENT

19.1 This Agreement shall supercede any and all previous discussions, representations, agreements or understandings made by or on behalf of either of the parties hereto for or relating to the purchase and sale of the Purchaser's Land Interest.

20. SCHEDULES

20.1 Schedules "A", "B" and "C" annexed hereto form an integral part of this Agreement and shall be read together with this Agreement.

21. COUNTERPARTS

21.1 This Agreement may be executed in any number of counterparts and by original or facsimile signature with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement.

22. LAWS AND JURISDICTION-ONTARIO

22.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

23. CAPTIONS

23.1 The captions of the sections of this Agreement are for convenience only and do not amplify or limit in any way the provisions hereof.

24. EFFECT OF PARTIAL INVALIDITY ON THIS AGREEMENT

24.1 In the event that any provision of this Agreement is illegal, void or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

25. FACSIMILE DOCUMENTS

25.1 The parties agree to accept facsimile executed documents, including Closing Documents, as if they were originally signed documents.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SET OUT BELOW.

WITNESSED BY:

DATE OF EXECUTION: 2015-03-18

THE PURCHASER

CHIAKI HAYASHI
Print Name of Witness

AKIKO KOBAYASHI
Print Name of Purchaser

SIGNATURE OF WITNESS
Signature of Witness

SIGNATURE OF PURCHASER
Signature of Purchaser

Witness Identification Number

HST Number:

852358449RT0001

FEH542-FEH553-41315

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DATE OF EXECUTION: 2015-5-15
THE VENDOR:
FORT ERIE HILLS INTERNATIONAL CANADA INC.

Per:

Name:
Title:
HST Number: 836366583 RT0001

I/We have the authority to bind the Corporation.

DATE OF EXECUTION: 2015-5-15

THE NOMINEE:
FORT ERIE HILLS INC.

Per:

Name:
Title:
I/We have the authority to bind the Corporation.

SCHEDULE "A" – PURCHASER(S) PARTICULARS

Information Concerning Purchaser:

PURCHASER:

Full Name: AKIKO KOBAYASHI

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: 413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Home Telephone: 81-776-27-5321 Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: _____

Country of Birth: JAPAN

The following have been provided to the Vendor:

(✓) Driver's Licence ( ) Passport ( ) Other_____

SCHEDULE "B" – PROPERTY and NOMINEE

LEGAL DESCRIPTION OF PROPERTY

Lands and premises located on 87 Crooks Street and 0 Thompson Road East, in the Town of Fort Erie, in the Province of Ontario, in the Country of Canada and legally described as BLK R W/S Crooks St. PL525, Village Of Bridgeburg; LT 84 W/S Crooks St. PL 525 Village Of Bridgeburg, PT BLK S W/S Crooks St. PL525 Village Of Bridgeburg; PT LOT 8 CON 2 Niagara River Bertie As In RO461513; Fort Erie

FORT ERIE HILLS INC.

REGISTERED HOLDER OF LEGAL TITLE TO PROPERTY

Office: 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3

Tel No: 1-905-602-7463

Fax No: 1-905-602-7460

CONFIDENTIAL

SCHEDULE "C" – CO-OWNERS AGREEMENT

UNIT IDENTIFICATION NO. FEH542-FEH553

CO-OWNERS AGREEMENT

FORT ERIE HILLS INC.

THIS CO-OWNERS AGREEMENT is dated the 29TH day of August 2014.

BETWEEN:

AKIKO KOBAYASHI,

Identification:DRIVER'S LICENSE (527730357761)

Address:413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

(hereinafter referred to as the "**Purchaser**")

-and-

FORT ERIE HILLS INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Nominee**")

-and-

FORT ERIE HILLS INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Vendor**")

-and-

FORT ERIE HILLS CAPITAL MANAGEMENT INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Operator**")

-and-

All other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of this Agreement

(hereinafter collectively referred to as the "**Co-Owners**")

WHEREAS:

1. Pursuant to a Sale and Purchase Agreement, the Vendor has sold to the Purchaser, and the Purchaser has purchased from the Vendor, an undivided beneficial interest in the Property;

2. The Nominee is the registered owner of the Property and has agreed to hold the Property as nominee and bare trustee for and on behalf of the Co-Owners from time to time;

3. Every purchaser of an undivided beneficial interest in the Property, every assignee of such purchaser, and every assignee of each such assignee, is required to execute and deliver a counterpart of this Agreement and shall be bound as a Co-Owner pursuant thereto; and

4. This Agreement sets forth the provisions which govern the Co-Owners' ownership of undivided beneficial interests in the Property and any future sale, financing and/or development with the Property and their respective undivided beneficial interests therein.

NOW THEREFORE in consideration of the payment of the sum of One Dollar ($1.00) and other good and valuable consideration now paid by each party to the other, the receipt of which is hereby acknowledged, and of the premises and the mutual covenants herein contained, the parties hereto hereby covenant and agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall be deemed to have the following meanings:

(a) "**ASPE**" shall have the meaning ascribed thereto in Section 16 of this Agreement;

(b) "**Additional Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(c) "**this Agreement**", "**hereof**", "**herein**," "**hereunder**" and words to like effect, refer to this Co-Owners Agreement as a whole and not to any particular provision, as it may be amended, supplemented and/or restated from time to time;

(d) "**Business Day**" means any day of the week other than a Saturday, Sunday or a day which is a statutory holiday, in Ontario, Canada;

(e) "**Concept Planning Fund**" shall have the meaning ascribed thereto in Section 18 of this Agreement;

(f) "**Co-Owners**" means the owners from time to time of Interests and who have signed a counterpart of this Agreement, and shall include the Purchaser, as well as the Vendor to the extent that it retains any Interest, and "**Co-Owner**" means any of the Co-Owners;

(g) "**Co-Owners Record**" has the meaning ascribed thereto in Section 11 of this Agreement;

(h) "**CRA**" means the Canada Revenue Agency, established pursuant to the *Canada Revenue Agency Act*, S.C. 1999, c. 17, which administers tax laws of Canada, including under the *Income Tax Act*, for the Government of Canada;

(i) "**Declaration of Trust**" means the declaration of trust executed by the Nominee concurrently with the completion by a Co-Owner of the purchase from the Vendor of an Interest and pursuant to which the Nominee declares and confirms that it holds registered title to the Property in trust for and on behalf of such Co-Owner, to the extent of such Co-Owner's respective Interest. For greater certainty, "**Declaration of Trust**" includes the declaration of trust executed by the Nominee upon the completion by a Co-Owner of the Transfer of an Interest to a transferee in accordance with the provisions of this Agreement, and includes the declaration of trust executed by the Nominee in favour of the Vendor at the time of its acquisition of the Property;

(j) "**Designated Person**" shall have the meaning ascribed thereto in Section 10 of this Agreement;

(k) "**Dispute**" shall have the meaning ascribed thereto in Section 31 of this Agreement;

(l) "***Excise Tax Act***" means the *Excise Tax Act* (Canada), as amended from time to time, including the regulations made pursuant thereto;

(m) "**HST**" means the harmonized sales tax payable pursuant to the *Excise Tax Act*, including the Province of Ontario's portion thereof;

(n) "***Income Tax Act***" means the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.), as amended from time to time, including the regulations made pursuant thereto;

(o) "**Initial Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(p) "**Interest**" means the undivided beneficial interest in the Property purchased by a Co-Owner pursuant to a Sale and Purchase Agreement, and includes any undivided beneficial interest in the Property continued to be owned by the Vendor, and "**Interests**" means every Interest;

(q) "***Land Transfer Tax Act***" means the *Land Transfer Tax Act*, R.S.O. c.L.6, as amended;

(r) "**LTT**" means the land transfer tax payable pursuant to the *Land Transfer Tax Act*;

(s) "**Net Income**" shall have the meaning attributed thereto in Section 6(j) of this Agreement;

(t) "**Notice Requisitioning an Ordinary Resolution**" shall have the meaning attributed thereto in Section 8 of this Agreement;

(u) "**Notice Requisitioning a Special Resolution**" shall have the meaning attributed thereto in Section 10 of this Agreement;

(v) "**Offer**" shall have the meaning attributed thereto in Section 19 of this Agreement;

(w) "**Operator**" means FORT ERIE HILLS CAPITAL MANAGEMENT INC., or the Designated Person that may be appointed as the Operator's replacement as determined in accordance with Section 10 of this Agreement;

(x) "**Ordinary Resolution**" means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 51% of the aggregate Interests in the Property;

(y) "**Planning Activities**" means the reports, plans, studies, audits, assessments, investigations, legal proceedings, procedures, filings, submissions, applications and/or any other actions taken or made in respect of or in furtherance of the rezoning of, or other land use planning matters related to, the Property;

(z) "**Property**" means the real property legally described on Schedule "1" annexed hereto;

(aa) "**Retained Interest**" shall have the meaning attributed thereto in Section 23 of this Agreement;

(bb) "**Sale and Purchase Agreement**" means the agreement of sale and purchase, or an agreement substantially in the form of the agreement of sale and purchase, entered into

FEH542-FEH553-41315

between the Vendor, as vendor, and each Co-Owner (other than the Vendor), as purchaser, pursuant to which each Co-Owner agreed to acquire its respective Interest in the Property. **"Sale and Purchase Agreements"** means every Sale and Purchase Agreement;

(cc) **"Special Resolution"** means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 85% of the aggregate Interests in the Property;

(dd) **"Transfer"** shall have the meaning ascribed thereto in Section 11 of this Agreement; and

(ee) **"Vendor"** means FORT ERIE HILLS INTERNATIONAL CANADA INC.

2. INTERPRETATION

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) the division of this Agreement into Articles, paragraphs, subparagraphs and schedules and the insertion of headings are provided for convenience only and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;

(b) all references to currency herein are references in Canadian dollars;

(c) any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto;

(d) any reference to an entity shall include and shall be deemed to be a reference to any entity that is a successor to such entity;

(e) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

3. TITLE

Legal title to the Property shall be held in the name of the Nominee, which shall hold such title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Vendor, to the extent of its Retained Interest, if any.)

4. MAILING ADDRESSES

The mailing address of the Nominee, the Vendor and the Operator shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee, the Vendor and/or the Operator may change its mailing address from time to time by giving notice in writing to that effect to all Co-Owners, pursuant to the notice provisions contained in this Agreement.

5. REPRESENTATIONS AND WARRANTIES OF THE NOMINEE AND OPERATOR

(a) The Nominee represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite power, capacity and corporate authority to act as nominee and to perform its obligations under this Agreement;

(iii) it shall not carry on any business other than for the purposes set forth in this Agreement;

(iv) it holds and shall continue to hold legal title to the Property as nominee and bare trustee for and on behalf of each Co-Owner to the extent of each Co-Owner's Interest; and

(v) it shall only deal with the Property in the manner and as provided for in this Agreement.

(b) The Operator represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite capacity and corporate authority to act as Operator, and to perform its obligations under this Agreement; and

(iii) it shall comply with its obligations as provided for in this Agreement.

6. OPERATION AND MANAGEMENT OF THE PROPERTY

The Co-Owners hereby appoint the Operator and the Operator hereby accepts the appointment as the operator and manager of the Property and agrees to undertake such Planning Activities as the Operator may determine in its discretion, acting reasonably, are required to rezone the Property to such use or uses as the Operator shall determine, acting reasonably, and in the best interest of the Co-Owners. The Operator agrees to carry out such Planning Activities and to operate and manage the Property in good faith and in the best interest of the Co-Owners. The Operator agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and to proceed diligently to make all necessary applications to rezone the Property to such use or uses as the Operator shall determine, in its reasonable discretion, and to use its reasonable commercial efforts, at the cost and expense of the Co-Owners, with such costs to be defrayed out of the Concept Planning Fund initially, to obtain all necessary approvals and consents from applicable governmental authorities in connection therewith. Subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have such general powers and authority to administer, manage, control, operate, finance, refinance, develop, lease, grant easements and other rights in, under and over, the Property and to do any act, take any proceeding, make any decision and execute and deliver any instrument, deed, agreement, affidavit or document necessary for or incidental to any of the foregoing, for and on behalf and in the name of the Co-Owners, or as the Co-Owners may so direct by Special Resolution. No person dealing with the Operator

FEH542-FEH553-41315

will be required to enquire into the authority of the Operator to do any act, take any proceeding, make any decision or execute and deliver any instrument, deed, agreement or document for or on behalf or in the name of the Co-Owners.

Without limiting the generality of the foregoing provisions of this Section 6, but subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have the following specific powers and authorities without further authority or approval from the Co-Owners:

(a) to engage such professional advisers and consultants as the Operator considers advisable in order to perform its duties hereunder;

(b) to open and operate one or more bank accounts in its name, as agent for the Co-Owners in respect of the Property with a Canadian chartered bank or trust company, into which the Operator may deposit all rentals, if any, and other income earned from the Property (if any) (which for greater certainty shall not include the Concept Planning Fund), and out of which account(s) all expenses properly relating to the Property shall be paid, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of such funds to cover all such expenses;

(c) to execute, deliver and carry out all other agreements which require execution by or on behalf of the Co-Owners with respect to the Property, including without limitation, any agreements required by any governmental or statutory authority having jurisdiction over or with respect to the Property, development agreements, site plan agreements, cost sharing agreements, easements and rights of way;

(d) to enter into lease and/or tenancy arrangements in respect of the Property or any part thereof and to collect all rentals and other income therefrom, if any, provided that nothing herein shall constitute a guarantee by the Operator of the payment of any rent by tenants;

(e) to pay all taxes, fees and other expenses relating to the orderly maintenance and management of the Property out of the Concept Planning Fund, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of funds to cover all such expenses;

(f) to commence or to defend on behalf of the Co-Owners, the Nominee, or itself, any and all actions and other proceedings pertaining to the Property or to the Co-Owners;

(g) to determine the amount and type of insurance coverage, if any, to be maintained in order to protect the Property and the Co-Owners from all usual perils of the type covered in respect of comparable properties and in order to comply with the requirements of any lenders of funds;

(h) to retain, employ and pay and discharge on behalf of the Co-Owners all servants, employees, advisors, consultants and/or contractors necessary to be retained for the management and operation of the Property, including, without limitation, for matters relating to its rezoning and development;

(i) to contract on behalf of the Co-Owners for water, gas, electricity and other utility services and commodities, including cable and telephone services necessary for the development, operation and maintenance of the Property; and

(j) to distribute the Net Income from the ownership, operation, use, financing, refinancing, and/or sale of the Property (if any) to each Co-Owner, proportionate to its respective Interest. For the purposes of this Agreement, "**Net Income**" shall mean the gross receipts (which, for greater certainty, shall not include the Concept Planning Fund) derived in any way from dealing with the Property, received by or on behalf of the Co-Owners from the ownership, operation, use, leasing, financing, refinancing, sale of, and/or development and/or any other dealing with of the Property, minus the aggregate of all proper expenses and charges incurred in connection therewith, calculated on an accrual basis, including:

(i) payment of principal and interest owing to mortgagees or other encumbrancers, or other lenders;

(ii) realty taxes, property tax assessments, charges or levies made by any duly constituted governmental or statutory authority, due and owing and secured by a right or apparent right to claim a lien or charge upon the Interests, or any of them, or the Property, and money due and owing from improvements to the Property secured by a lien or charge in favour of materialmen or workmen or trade contractors or other like persons or corporations upon the Interests, or any of them, or the Property;

(iii) all costs and expenses of any sale, financing or refinancing;

(iv) all development costs and expenses;

(v) all costs and expenses of operating, maintaining, leasing, managing, using, and/or developing the Property, and the costs and expenses of repair;

(vi) lighting, electricity and public utilities costs and expenses;

(vii) professional fees reasonably attributed to the Property, its operation, use, financing, refinancing, sale and/or development;

(viii) all other costs, expenses or disbursements which are properly attributable to the Property, except payments to the Co-Owners on account of capital or distribution of Net Income; and

(ix) reserves in such amount as deemed appropriate by the Operator from time to time, including without limitation for the purposes of replacement of major equipment, major renovations and repairs, leasehold improvements, marketing costs and any other reserves normally required for the prudent operation, use, financing, refinancing, sale and/or development of a like property.

Each Co-Owner shall have a proportionate beneficial interest in all of the gross cash receipts derived from the Property and shall be responsible for its proportionate share of the expenses and charges incurred in connection with the Property, in each case proportionate to its respective Interest. Each Co-Owner hereby irrevocably directs the Operator to pay its proportionate share of such expenses and charges out of its proportionate share of such gross cash receipts, as well as out of the Concept Planning Fund.

Each Co-Owner hereby confirms and acknowledges that neither the Operator nor any of its officers, directors, employees, advisors, consultants, agents or representatives has made any warranty or representation, or given any advice:

(k) as to or in respect of the tax treatment of the purchase, disposition or holding of the Interest by a Co-Owner; or

(l) as to the timing of the rezoning or sale or development of the Property or the returns attainable by the Co-Owners upon a sale or lease of or other dealing with the Property.

Each Co-Owners acknowledges that he has been advised to seek his own independent legal and tax counsel prior to entering into a Sale and Purchase Agreement and this Agreement.

7. AUTHORITY TO WITHHOLD

The Operator is authorized to withhold any amounts required to be withheld from any distribution or other payment to a Co-Owner pursuant to the provisions of the *Income Tax Act* and to make payment of any such amount on behalf of a Co-Owner to the CRA, on account of taxes as may be required by law.

8. POWERS EXERCISABLE BY ORDINARY RESOLUTION

Notwithstanding anything to the contrary contained in this Agreement, the following powers shall only be exercisable by the Operator after an Ordinary Resolution is passed by the Co-Owners:

(a) approving the sale or exchange of all or any part of the Property (other than the sale of Interests by the Operator pursuant to Sale and Purchase Agreements);

(b) approving a proposal or plan to develop the Property;

(c) subject to Section 17, consenting to the amendment of this Agreement, provided that, no amendment to this Agreement shall impose or increase any financial or other obligations upon any of the Nominee of the Operator, or in any way adversely affect the Nominee or the Operator, without the prior written approval of the Nominee or the Operator, as the case may be;

(d) approving or ratifying the making of an Additional Advance by the Operator, in accordance with Section 18; or

(e) requiring that the financial statements for the Property be audited.

Other than a matter which under the terms of this Agreement requires a Special Resolution, the Operator may at any time and from time to time by notice in writing to all Co-Owners substantially in the form annexed hereto as Schedule "2" (the "**Notice Requisitioning an Ordinary Resolution**") request the Co-Owners to consider and approve any matter relating to the Property not requiring a Special Resolution. The Notice Requisitioning an Ordinary Resolution shall specify with reasonable detail the matter to be approved by the Co-Owners.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution. If the Operator fails to deliver such Notice Requisitioning an Ordinary Resolution within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or a group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the

Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution which the Operator failed to deliver within the time provided in this Section 8 for the Operator to do so.

9. POWERS EXERCISABLE BY SPECIAL RESOLUTION

The following powers shall only be exercisable by Special Resolution passed by the Co-Owners:

(a) terminating the appointment of the Operator and appointing a new Operator from time to time, in accordance with the provisions of Section 10;

(b) instituting or continuing an action or suit against the Operator for damages based upon the fraud or gross negligence of the Operator in the performance of its obligations under this Agreement;

(c) requiring the Operator to remove the incumbent independent firm of chartered accountants qualified in Canada appointed pursuant to Section 16 and requiring the Operator to appoint a replacement; or

(d) apppointing a replacement for the Nominee in the event that the Nominee should be wound up or dissolved or be declared a bankrupt, such replacement to hold legal title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Operator if it retains any Retained Interest.)

10. CONTROL AND AUTHORITY VESTS WITH CO-OWNERS

The Co-Owners may by Special Resolution terminate and remove the Operator (in its capacity as Operator and not as a Co-Owner)and appoint a new Operator in its place and stead. Such new Operator shall be bound by all of the terms of this Agreement and shall execute an agreement confirming that it is bound under this Agreement as if it was an original signatory thereto.

Upon termination, the Operator terminated shall forthwith upon request of the person designated in the Special Resolution as the replacement Operator (the "**Designated Person**") do the following:

(a) deliver all agreements, documents, instruments, books and records and writings relating to the Property in its possession to the Designated Person, including, without limitation, the Co-Owners Record;

(b) execute and deliver such consents, acknowledgements and assignments pertaining to the Property and any Planning Activities as the Designated Person may require;

(c) cause its representatives on the board of directors of the Nominee to execute resignations as directors and officers forthwith after being required to do so by the Designated Person, provided the Nominee shall continue to indemnify such directors and officers in accordance with its by-laws in existence at the date hereof;

(d) execute and deliver a release in form and content satisfactory to the Designated Person, acting reasonably, releasing the Nominee and the Co-Owners from any liability, provided that: (i) the release by the Operator shall not release the Co-Owners from their obligation to continue to indemnify the Operator pursuant to Section 21 hereof; and (ii) the

FEH542-FEH553-41315

Operator receives a release in form and content satisfactory to the Operator, acting reasonably, executed by the Nominee and by the Designated Person for and on behalf of itself and each of the Co-Owners, releasing the Operator from any liability, and the Co-Owners expressly acknowledge and agree that the Designated Person shall have the power and authority to deliver such release, without any further approval or authorization required from the Co-Owners;

(e) do all things necessary and execute all necessary documents to effect the change of shareholders of the Nominee as directed by the Designated Person; and

(f) otherwise co-operate and assist to carrying out and giving effect to each of the actions set out in Section 10(a), (b), (c), (d) and (e) above.

The Operator may at any time and from time to time by notice in writing, substantially in the form annexed hereto as Schedule "3" (the "**Notice Requisitioning a Special Resolution**") to all Co-Owners, request the Co-Owners to consider and approve any matter relating to the Property requiring a Special Resolution pursuant to the terms of this Agreement. The Notice Requisitioning a Special Resolution shall specify with reasonable detail the matter to be considered and approved by Special Resolution.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning a Special Resolution with respect to any matter relating to the Property, including any matter requiring a Special Resolution pursuant to this Agreement. If the Operator fails to deliver such Notice Requisitioning a Special Meeting within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the Notice Requisitioning a Special Resolution which the Operator failed to deliver within the time provided in this Section 10 for the Operator to do so.

11. CO-OWNERS RECORD AND TRANSFERS OF INTEREST

The Operator shall record and at all times maintain and keep up to date a record of the names, addresses and other contact information for the Co-Owners, and the Interest held by each of the Co-Owners as well as particulars of any Transfer of Interests (collectively, the "**Co-Owners Record**").

No Co-Owner shall sell, transfer, assign, mortgage, pledge, grant a security interest or otherwise encumber or dispose of its Interest in the Property (each, a "**Transfer**"), except in compliance with any applicable requirements of the *Securities Act* (Ontario) and any other applicable legislation and otherwise in accordance with the provisions of this Agreement, if and to the extent required.

A Co-Owner may Transfer an Interest or part thereof provided that such Co-Owner complies and satisfies each of the following conditions:

(a) the transferor first delivers to the Operator an original or notarial copy of the executed document or instrument effecting the Transfer which shall be in such form as may be acceptable to the Operator, acting reasonably;

(b) the transferee agrees in writing and in such form as may be acceptable to the Operator, to be bound by the terms of this Agreement and upon completion of the Transfer to

assume the obligations of the transferor under this Agreement in respect of the Interest subject to the Transfer;

(c) the transferor delivers or causes to be delivered to the Operator a direction addressed to both the Nominee and the Operator, in form and substance satisfactory to the Operator and the Nominee, directing the Nominee to execute and deliver a Declaration of Trust for the Interest subject to the Transfer in favour of the transferee;

(d) the transferee pays such costs, expenses and disbursements, including legal fees, as are reasonably incurred by the Operator by reason of the Transfer;

(e) the transferee pays all applicable HST pursuant to the *Excise Tax Act*, and all applicable LTT pursuant to the *Land Transfer Tax Act*, and makes or causes to be made any and all necessary filings, payments and remittances within the time periods required therefor under the provisions of the *Excise Tax Act* and the *Land Transfer Tax Act* and the respective regulations thereunder;

(f) the transferor either provides the transferee with evidence reasonably satisfactory to the transferee that the transferring Co-Owner is not then a "non-resident" of Canada within the meaning of the *Income Tax Act* or provide the transferee with a certificate pursuant to subsection 116(2) of the *Income Tax Act* with a certificate limit in an amount not less than the purchase price for the Interest subject to the Transfer; provided that if such evidence or certificate is not forthcoming, the transferee shall be entitled to make the payment of tax required under section 116 of the *Income Tax Act* and to deduct such payment from the purchase price for the Interest subject to the Transfer;

(g) the transferee executes and delivers to the Operator a counterpart of the Agreement; and

(h) the transferor provides such other documents, agreements, acknowledgements and confirmations as may be required by the Operator or by law (including compliance by the transferring Co-Owner with the provisions of the *Securities Act* (Ontario) if and to the extent applicable).

When a transferee of an Interest is entitled to become a Co-Owner pursuant to the provisions hereof, the Operator will:

(i) record a Transfer of the Interest; and

(j) forward a Declaration of Trust to the transferee in respect of the Interest so transferred.

For the avoidance of doubt, a Transfer by Co-Owner may include a transfer into trust, in which case the terms "sale and purchase agreement", "Purchaser", "purchase", "purchased", and "sale", wherever such terms appear in this Agreement, shall be read so as to recognize that such Transfer is not a purchase and sale transaction between a Co-Owner and a purchaser but a transaction in the nature of a transfer into trust by the transferring Co-Owner to a trustee. Nothing in this Section 11 shall be construed to affect the provisions of Section 12 of this Agreement.

12. OPERATOR NOT BOUND TO SEE TO TRUST OR EQUITY

Other than pursuant to the terms of the Declaration of Trust, the Operator shall not be bound to see to the execution of any trust, express, implied or constructive, or any charge, pledge or equity to which any Interest is subject, or to ascertain or inquire whether any sale or transfer of any such Interest by any Co-Owner or by his personal representatives is authorized by such trust, charge, pledge or equity, or to recognize any person having any interest therein except for the person or persons recorded by the Operator as the Co-Owner.

13. INCAPACITY, DEATH, INSOLVENCY OR BANKRUPTCY

Where a person becomes entitled to an Interest by incapacity, death, insolvency or bankruptcy of a Co-Owner or otherwise by operation of law, in addition to the requirements of Section 11 hereof, that person will not be recorded as or become a Co-Owner until:

(a) he produces evidence satisfactory to the Operator of such entitlement; and

(b) he has delivered such other evidence, approvals and consents in respect of such entitlement as the Operator may require and as may be required by applicable law or by this Agreement.

14. DECLARATIONS OF TRUST

A separate Declaration of Trust shall be executed and delivered by the Nominee to each Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of a Co-Owner to the extent of the Co-Owner's Interest. Provided that the Transfer of an Interest has been effected in accordance with the provisions of Section 11 of this Agreement, a separate Declaration of Trust shall be executed and delivered by the Nominee to each transferee Co-Owner of an Interest from a transferring Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of the transferee Co-Owner to the extent of such Co-Owner's Interest.

15. LOST DECLARATIONS OF TRUST

Where a Co-Owner by notice in writing advises the Operator that the Declaration of Trust with respect to such Co-Owner's Interest has been defaced, lost or destroyed or wrongly taken, the Operator may cause a new Declaration of Trust to be issued, provided that the Co-Owner files with the Operator an indemnity in such form as is satisfactory to the Operator to indemnify the Operator, the Nominee and the other Co-Owners from any loss, cost, liability or damages that it or they may incur or suffer by complying with the request to issue a new Declaration of Trust, and provided further that the Co-Owner satisfies all other reasonable requirements of the Operator, including delivery of a form of proof of loss.

16. BOOKS AND RECORDS AND FINANCIAL REPORTS

The Operator will keep or cause to be kept on behalf of the Co-Owners at the Operator's principal place of business in Ontario:

(a) full and accurate books of account and records of all financial transactions relating to the Property including, without limitations, the receipts and expenditures relating to the Property and the Concept Planning Fund;

(b) the Co-Owners Record setting out the name and address of each Co-Owner; and

(c) copies this Agreement and all counterparts.

At any time upon 10 Business Days written notice to the Operator a Co-Owner may request the Operator to examine any of the documents noted in clauses (a) and (b) above at the office of the Operator and may take copies thereof provided that such requesting Co-Owner pays the reasonable cost to the Operator for making such copies, provided further that any such requesting Co-Owner shall have first provided an affidavit and undertaking, in form and substance satisfactory to the Operator, acting reasonably, duly sworn before a notary public or other individual authorized to administer oaths in the jurisdiction of residence of the

Purchaser, stating: (aa) the name and address of such requesting Co-Owner, and that the Co-Owner is a Co-Owner; (bb) that the Co-Owners Record shall not be used by the requesting Co-Owner or any other person except in connection with a *bona fide* effort to influence the voting by Co-Owners on an Ordinary Resolution or a Special Resolution; (ccc) that the information so provided is subject to applicable privacy rules and regulations; (ddd) that none of the information provided pursuant to clause (a) above shall be disclosed by or on behalf of the requesting Co-Owner to any person who is not a Co-Owner, that such information is proprietary to the Operator and the Co-Owners, and that its disclosure could cause irreparable harm to the other Co-Owners and the Operator; (eee) that the requesting Co-Owner will not, directly or indirectly, offer for sale or purchase, or otherwise traffic in, a list or copy of a list of the Co-Owners or any information contained in the Co-Owners Record; (fff) the requesting Co-Owner acknowledges and agrees that in the event of a breach of any of the covenants, provisions and restrictions in affidavit, the Co-Owners' and Operator's remedy in the form of monetary damages may be inadequate and that the Operator, for itself and on behalf of the other Co-Owners, shall be authorized and entitled, in addition to all other rights and remedies available to it and them, to apply for and obtain from any court of competent jurisdiction interim and permanent injunctive relief and an accounting of all profits and benefits arising out of such breach; and (ggg) that the requesting Co-Owner shall indemnify and hold harmless the Operator and the Nominee and the other Co-Owners from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee or the other Co-Owners by reason of any breach by such requesting Co-Owner of any of the covenants, provisions and restrictions contained in the affidavit.

The Operator shall provide or cause to be provided to each Co-Owner not later than 120 days after the end of each calendar year, financial statements showing the financial results for the Property for such calendar year. The Operator shall retain, at the expense of the Co-Owners, an independent firm of chartered accountants qualified in Canada to prepare such financial statements. Such financial statements shall contain a balance sheet, and a statement of cash flows and shall be prepared in accordance with Canadian accounting standards for private enterprises ("**ASPE**") applicable to the real estate industry in Canada and applied on a consistent basis from year to year. The financial statements shall not be required to be audited unless the Co-Owners by Ordinary Resolution require audited financial statements. For greater certainty, the funds in the Concept Planning Fund are hereby recognized as being the funds of the Operator, not of the Co-Owners.

17. AMENDMENT OF AGREEMENT

This Agreement may be amended in writing on the initiative of the Operator with the consent of the Co-Owners given by Ordinary Resolution. Notwithstanding the foregoing, the Operator may, without any prior notice to or consent from the Co-Owners amend any provision of this Agreement from time to time:

(a) to cure an ambiguity or to correct or supplement any provision contained herein which, in the reasonable opinion of the Operator, may be defective or inconsistent with any other provision contained herein, and with respect to which the cure, correction or supplemental provision does not and will not adversely affect the Interests of the Co-Owners; or

(b) to make such other provisions in regard to matters or issues relating to or arising under this Agreement which, in the reasonable opinion of the Operator, do not and will not adversely affect the Interests of the Co-Owners.

The Operator agrees to inform the Co-Owners by written notice within 60 days following the effective date of an amendment to this Agreement and provide copies of the amending agreement within the said 60 days.

18. PLANNING ACTIVITIES AND CONCEPT PLANNING FUND

As agent for the Vendor, the Operator shall deposit an amount equivalent to the Concept Planning Fund Contribution (as such term is defined in each Sale and Purchase Agreement) received by the Vendor under every completed Sale and Purchase Agreement into a single, segregated account (the "**Concept Planning Fund**") to be in the name of the Operator and to be used by the Operator solely for the purpose of paying the costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities, and those costs and expenses enumerated in Section 6(j) of this Agreement.

The Concept Planning Fund is intended to be a deposit account. Each Co-Owner's respective proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Co-Owner following completion of the sale of the Property. Each Co-Owner's share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of this Agreement) will be paid by the Co-Owner and deducted from his proportionate share of any sale proceeds receivable by him, if and when the Property is sold or otherwise disposed of. Each Co-Owner hereby irrevocably authorizes and directs the Operator to withhold from his proportionate share of any amounts otherwise receivable by it under this Agreement the amount of any such shortfall, and to pay such amount to the Operator.

The Operator shall keep proper and accurate records and details of all expenses paid out of the Concept Planning Fund, and at the request of the Vendor, provide access to the Vendor's representatives to such records and details of expenses to permit the Vendor to satisfy itself that such expenses were paid in accordance with the provisions of this Agreement.

The Operator shall prepare, perform and take or cause to be prepared, performed and taken all Planning Activities as it determines in its reasonable discretion are necessary for and on behalf of the Co-Owners including, without limitation, the following:

(a) surveys and concept plans in connection with the rezoning of the Property;

(b) in the reasonble discretion of the Operator, engage all consultants and professionals including, without limitation, legal counsel with respect to rezoning of the Property or any other Planning Activities;

(c) enter into or request the Nominee to enter into and deliver any documents, consent, acknowledgements or agreements including, without limitation, easements, rights in the nature of an easement, transfers, undertakings, applications, appeals and/or any other similar or related agreements or documents which may be required in the reasonable discretion of the Operator in connection with the Planning Activities;

(d) pay for all costs and expenses associated with Planning Activities, municipal property taxes and the cost of maintaining the Property, out of the Concept Planning Fund, and if insufficient, out of additional funds provided by the Co-Owners; and

(e) keep detailed records and accounts for or pertaining to the Planning Activities.

If the amount set aside in the Concept Planning Fund is not sufficient to defray all costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities and those costs and expenses enumerated in Section 6(j) of this Agreement, the Operator, in the exercise of its absolute discretion, and without the approval of the Co-Owners, may advance to the Co-Owners an amount or amounts on account of such shortfall to a maximum of 5% of the aggregate purchase prices paid by all Co-Owners for their respective Interests(collectively, the "**Initial Advance**"). The Initial Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance made to the Co-Owners out of the proceeds of the sale of the Property.

If the cost of Planning Activities exceeds the combination of the Concept Planning Fund and the Initial Advance, the Operator, as it deems necessary in the exercise of its absolute discretion but subject to the approval of the Co-Owners by way of an Ordinary Resolution, may advance to the Co-Owners additional amounts as may be required for such purposes (collectively, the "**Additional Advance**"). The Additional Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, after repayment of the Initial Advance, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance and the Additional Advance made to the Co-Owners out of the proceeds of the sale of the Property.

19. SALE OF THE PROPERTY

Any offer to purchase the Property received by the Operator or the Nominee, which the Operator deems acceptable (the "**Offer**") shall be presented to all of the Co-Owners for consideration and if approved by an Ordinary Resolution such Offer shall be accepted by the Nominee and such acceptance shall be binding upon all of the Co-Owners. Any sale of the Property by the Nominee resulting from an Offer the acceptance of which was approved by an Ordinary Resolution of the Co-Owners shall be deemed to include the sale by the Co-Owners of the Interests.

The Co-Owners hereby agree that Operator shall have the right, exercisable by notice in writing to the Co-Owners within 30 days after the Co-Owners have passed an Ordinary Resolution to accept the Offer, to purchase the Property at the same price and on the same terms and conditions as are contained in the Offer approved by Ordinary Resolution of the Co-Owners.

If the Operator fails to provide the notice exercising its right to purchase the Property on the same terms and conditions as are contained in the Offer within the said 30 days, then the Nominee shall accept the Offer and complete the transaction with the party that made the Offer the acceptance of which was approved by Ordinary Resolution of the Co-Owners.

20. HST AND LTT

Each of the Co-Owners hereby authorizes the Operator to make any and all filings, payments and/or remittances for HST with respect to the purchase by each Co-Owner of his respective Interest and any other payments of HST applicable to the services provided to the Nominee or in respect of the Property or the Interest of a Co-Owner.

Each Co-Owners hereby authorizes the Operator to carry out any HST reporting or filing obligations that are required in respect of the Interests or the Property. Such authority shall

include the execution of any documents that have to be or which may be advisable to be executed under the *Excise Tax Act*. The Operator shall to the extent required under the *Excise Tax Act* make and satisfy all filing and reporting obligations of a Co-Owner with respect to the Interest of the Co-Owner and shall provide each Co-Owner with copies of such filings and reports.

Each of the Co-Owners hereby authorizes the Operator to make any and all filings payments and/or remittances, from funds provided by the Co-Owner, relating to LTT arising from the purchase by each Co-Owner from the Vendor of his respective Interest in the Property. For greater certainty, each of the Co-Owners hereby authorizes the Operator on behalf of the Co-Owner and with the Co-Owner's funds to make any and all payments, remittances and filings under the provisions of the *Land Transfer Tax Act* relating to LTT and within the time period required therefor under the *Land Transfer Tax Act*, arising from the acquisition and/or ownership of the Interest. The Operator shall provide each Co-Owner with copies of such filings and evidence of the payments and remittances upon the written request of a Co-Owner.

21. POWER OF ATTORNEY

Each Co-Owner hereby nominates, constitutes and appoints each of the Operator and the Nominee, acting alone or together, with full power of substitution, as his true and lawful attorney and agent with full power and authority in his name, place and stead, for his use and benefit, to do the following, as fully and effectually as the Co-Owner could do if personally performed including, without limitation:

(a) execute and deliver all such documents or instruments on behalf of and in the name of the Co-Owners, or any of them, as may be deemed necessary by the Operator to carry out fully the provisions of this Agreement in accordance with its terms;

(b) execute, swear to, acknowledge, deliver, file and/or remit to or with the Ministry of Finance (Ontario) pursuant to the *Land Transfer Tax Act*, as amended, all necessary returns and payment or remittances in connection with the acquisition by the Co-Owners of their respective Interests in the Property;

(c) execute, acknowledge, deliver and file and/or remit to or with the CRA, all necessary instruments, declarations, certificates and other documents, and remittances relating to HST;

(d) execute, acknowledge, deliver and file as and where required any election made pursuant to subsection 273(1) of the *Excise Tax Act* as contemplated in each Purchase Agreement;

(e) execute and deliver all conveyances, agreements, documents and other instruments pertaining to the sale, development, redevelopment, financing, refinancing or leasing of the Property as the Operator determines in its sole discretion is in the best interests of the Co-Owners, and as permitted by this Agreement or authorized by Ordinary Resolution or Special Resolution of the Co-Owners; and

(f) execute, acknowledge, deliver and file any and all CRA non-resident personal income tax returns.

Each Co-Owner acknowledges and confirms that the power of attorney granted herein is made pursuant to the *Powers of Attorney Act* (Ontario) and is a power coupled with an interest, will survive the death, disability or other legal incapacity of the Co-Owner and will survive the assignment (to the extent of the Co-Owner's obligations hereunder) by the Co-Owner of the whole or any part of his Interest and extends to the heirs, executors, administrators, successors

and assigns of the Co-Owner and may be exercised by the Operator or the Nominee, acting alone or together, executing on behalf of the Co-Owners, or any of them, any instrument, by listing all of the Co-Owners to be bound by such instrument with a single signature as attorney and agent for all of them, or otherwise. Each of the Co-Owners agrees to be bound by any representations and actions made or taken in good faith and in accordance with the terms of this Agreement by the Nominee and/or the Operator pursuant to such power of attorney in accordance with the terms hereof and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the Nominee or the Operator taken in good faith under such power of attorney. The Operator shall, at the written request of a Co-Owner, provide such Co-Owner with copies of any of the documents or instruments executed, sworn, delivered, acknowledged or remitted by the Operator for and on behalf of that Co-Owner only under the power of attorney provided for in this Section 21.

22. INDEMNIFICATION

Each of the Co-Owners hereby agrees, severally and not jointly or jointly and severally, to indemnify and hold harmless the Operator and the Nominee from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee, or by any one or more attorneys appointed by it or them under the power to substitute pursuant to the power of attorney provision contained in Section 21 above, by reason of acts, omissions or alleged acts or omissions arising out of the activities of the Operator or the Nominee on behalf of the Co-Owners or in furtherance of the Interests of the Co-Owners but only if the acts, omissions or the alleged acts or omissions in respect of which any actual or threatened action, proceeding or claim are based, were performed in good faith and in accordance with the Agreement.

23. VENDOR'S RIGHT TO RETAIN AN INTEREST

The Co-Owners acknowledge and agree that the Vendor has the right, but not the obligation, to retain an undivided beneficial Interest in the Property (a "**Retained Interest**"), to whatever extent it wishes, and the Vendor to the extent of any such Retained Interest shall for the purposes of this Agreement be a Co-Owner and be deemed to be bound by this Agreement. The Vendor may at any time and from time to time Transfer and assign all or any part of such Retained Interest to any person or persons it deems appropriate and upon such Transfer or assignment, the assignee or transferee thereof shall execute a counterpart of this Agreement and shall be a Co-Owner to the extent of the Retained Interest so transferred or assigned.

24. COMPETING INTERESTS

Each of the Co-Owners and the Operator is entitled, without the consent of any of the others of them, to own property and to carry on any business or activity whatsoever, whether of the same or different nature as that owned by or carried on by any of them, and whether or not in competition with the Interests, the Property or any activity carried on by any of them, and neither any Co-Owner nor the Operator shall be liable to account to any of the other of them.

25. NOTICES

Any notice or communication required or permitted to be given to the Nominee, the Vendor, the Operator or the Co-Owners hereunder shall be in writing and shall be given by delivery or by mailing to same to be addressed as follows:

(a) To the Nominee, the Vendor or the Operator, at its respective mailing address provided in Section 4 above.

(b) To each Co-Owner at his last address shown on the Co-Owners Record maintained by the Operator.

Any notice or communication delivered as aforesaid shall be in the English language but may be accompanied by an unofficial translation and shall be deemed to have been given to the addressee on the day of delivery, if delivered by courier or, if mailed as aforesaid, shall be deemed to have been given to the addressee on the 10th Business Day following the mailing of such notice, provided that, for such purposes, no day during which there shall be a strike or other occurrence which shall interfere with normal mail services shall be considered a Business Day. If delivery of any notice or communication is made via fax, delivery shall be deemed to have been made on the day following the sending of the fax unless such day is not a Business Day, in which case delivery shall be deemed to have been made on the next Business Day.

26. FURTHER ACTS

The parties hereto agree to execute and deliver such further and other documents and to perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

27. BINDING EFFECT

Subject to the restrictions on Transfers herein contained, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and permitted assigns.

28. SEVERABILITY

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts, by original or facsimile signature, with the same affect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same agreement.

30. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, in the Country of Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

31. DISPUTE RESOLUTION

Any disputes, claims, disagreements, differences, (including, without limitation, interpretation, performance and enforcement) (collectively the "**Dispute**") that may arise between the Co-Owners or any of them and/or the Operator and/or the Nominee relating in any manner to this Agreement, the Property, or the Interests or any of them, shall attempted to be resolved by mediation and if such mediation is not successful, then by arbitration.

Upon written demand of the Nominee, the Operator or the Co-Owners or any them and within 10 days after such demand, the parties shall attempt to appoint a mediator. If within such period of time they are unable to agree on a mediator, the Dispute shall be resolved by arbitration. If the parties to the Dispute are unable to agree upon a single arbitrator within 10 days after a demand has been made by any party to the Dispute to appoint a single arbitrator then, any party to the Dispute may apply, to a Justice of the Superior Court of Justice sitting in the City of Toronto, in the Province of Ontario, Canada for the appointment of an arbitrator.

The arbitration shall proceed in accordance with the provisions of the *Arbitration Act*, 1991 (Ontario) and any amendments or successor legislation thereto, which provisions shall apply *mutatis mutandis*. The arbitrator shall have the power to determine the procedure for the arbitration and to deliver his or her award notwithstanding the default by any party in respect of any procedural order made by the arbitrator.

The arbitrator shall proceed immediately to hear and determine the Dispute. The award of the arbitrator shall be made within 30 days after the appointment of the arbitrator, subject to any reasonable delay due to unforeseen circumstances. The award of the arbitrator shall be in writing and signed by the arbitrator, and shall be final and binding on the parties to the Dispute, not subject to any appeal, and the parties to the Dispute shall abide by the award and perform the terms and conditions thereof. The arbitration award shall deal with the costs of arbitration and all matters related thereto including the arbitrator's fees and expenses. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Unless otherwise mutually agreed, any mediation or arbitration of a Dispute shall take place in the Municipality of Metropolitan Toronto, in the Province of Ontario, in the Country of Canada.

32. NO INTENTION TO CREATE A PARTNERSHIP

The Co-Owners acknowledge, agree and declare that the entering into of this Agreement does not, and is not intended to, create a partnership, for any purpose. The Co-Owners further agree that nothing herein is to be construed as a limitation of the powers or rights of any Co-Owner to carry on its separate respective activities. Except for the Operator as contemplated in this Agreement, none of the Co-Owners shall have the right to bind any of the other Co-Owners, transact any business in any of the other Co-Owners names or on their behalf or incur any liability for or on behalf of any of the other Co-Owners. The Co-Owners agree that they shall each report their income or loss arising from the ownership of their Interests, for both accounting and income tax purposes, and to the applicable taxing authorities, as co-venture parties independent of one another, and not as partners in a partnership.

33. NO RIGHT TO PARTITION, ETC.

Each of the Co-Owners, by becoming a party to this Agreement, agrees and will be deemed to have agreed that he will not seek any remedy or right for the termination of this Agreement which would otherwise be available at law or in equity or for the termination of the co-ownership of the Property or which would otherwise be available pursuant to the *Partition Act*, R.S.O. 1980, c. 369,) and any amendments or successor legislation thereto, and each such Co-Owner shall be forever estopped from asserting otherwise and from seeking such remedy or right. In the event of any breach of the provisions of this Section 33 by a Co-Owner, the other Co-Owners and the Operator shall, in addition to all rights and remedies at law or in equity to which it is or they are otherwise entitled, be entitled to a decree or order

perpetually restraining and enjoining such partition, application, action or other proceeding, and the first-mentioned Co-Owner shall not plead in defence thereto that there would be an adequate remedy at law, it being acknowledged by all the parties hereto that the injury and damages flowing from any such breach would be impossible to measure monetarily.

34. TIME

Time shall be of the essence of this Agreement.

35. REFERENCE DATE

This Agreement is dated for reference as of the 29TH day of August 2014.

IN WITNESS WHEREOF this Agreement is executed with effect as of the day and year first above written.

EXECUTED this 18TH day of MARCH 2015 with effect as of the day and year first above written.

CO-OWNER

WITNESS

SIGNATURE OF WITNESS

Signature of Witness

Print: CHIAKI HAYASHI

SIGNATURE OF CO-OWNER

Signature of Co-Owner

Print: AKIKO KOBAYASHI

FEH542-FEH553-41315

EXECUTED this 15TH day of MAY, 2015 with effect as of the day and year first above written.

FORT ERIE HILLS INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

EXECUTED this 15TH day of MAY, 2015 with effect as of the day and year first above written.

FORT ERIE HILLS INTERNATIONAL CANADA INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

EXECUTED this 15TH day of MAY, 2015 with effect as of the day and year first above written.

FORT ERIE HILLS CAPITAL MANAGEMENT INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

SCHEDULE "1"

Legal Description of Property

Lands and premises located on 87 Crooks Street and 0 Thompson Road East, in the Town of Fort Erie, in the Province of Ontario, in the Country of Canada and legally described as BLK R W/S Crooks St. PL525, Village Of Bridgeburg; LT 84 W/S Crooks St. PL 525 Village Of Bridgeburg, PT BLK S W/S Crooks St. PL525 Village Of Bridgeburg; PT LOT 8 CON 2 Niagara River Bertie As In RO461513; Fort Erie

DRAFT

SCHEDULE "2"

NOTICE OF REQUISITION OF ORDINARY RESOLUTION

By Co-Owners

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____, 201_ .

Witness	**Co-Owner**
_____	_____
Signature	Signature
Print: _____	Print: AKIKO KOBAYASHI
Address: _____	Address: _____
_____	_____

Unit Identification No. FEH542-FEH553

By Operator

NOTICE IS HEREBY GIVEN that the undersigned requests the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned signed to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____ , 201__.

FORT ERIE HILLS CAPITAL MANAGEMENT INC.

Per: _____

Name:
Title:
I have authority to bind the Corporation.

Appendix 1

FORM OF ORDINARY RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____, 201__.

Witness		**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: AKIKO KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. FEH542-FEH553

Identification No. _____

SCHEDULE "3"

NOTICE OF REQUISITION OF SPECIAL RESOLUTION

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners to approve the Special Resolution attached hereto as Appendix I **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Special Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Special Resolution.

Dated the _____ day of _____, 201__.

Witness		**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: AKIKO KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. FEH542-FEH553

Identification No. _____

Appendix I

FORM OF SPECIAL RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____, 201__.

Witness	**Co-Owner**
_____	_____
Signature	Signature
Print: _____	Print: AKIKO KOBAYASHI
Address: _____	Address: _____
_____	_____

Unit Identification No. FEH542-FEH553

Identification No. _____

DECLARATION OF TRUST

Cert. No. FEH_JP_e6385d39ec9394f2f3a354d9d2b88eec

Interest: 12/590TH

ID. 41315 UDI. FEH542-FEH553

This is to certify that AKIKO KOBAYASHI is the owner of an undivided beneficial 12/590TH interest (the "Interest") representing a value of One Hundred Twenty Thousand dollars of lawful money of Canada (C$120,000.00) in the real property located on 87 Crooks Street and 0 Thompson Road East, in the Town of Fort Erie, in the Province of Ontario, in the Country of Canada and legally described as BLK R W/S Crooks St. PL525, Village Of Bridgeburg; LT 84 W/S Crooks St. PL 525 Village Of Bridgeburg, PT BLK S W/S Crooks St. PL525 Village Of Bridgeburg; PT LOT 8 CON 2 Niagara River Bertie As In RO461513; Fort Erie (the "Property") and that FORT ERIE HILLS INC., as the registered holder of title to the Property, declares and acknowledges that it is holding title to the Property in trust for and on behalf of AKIKO KOBAYASHI, to the extent of the Interest.

Reference is made to the co-owners agreement (the "Agreement") dated for reference as of the 29TH day of August 2014 among the owner of the Interest named in the within Declaration of Trust, FORT ERIE HILLS INTERNATIONAL CANADA INC., FORT ERIE HILLS INC., FORT ERIE HILLS CAPITAL MANAGEMENT INC. and all other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of the Agreement. The Agreement provides for certain rights and obligations of the owners of undivided beneficial interest in the Property.

This Declaration of Trust and the Interest represented hereby are not transferable by delivery but only by the registered holder hereof, or by his agent duly authorized in writing, upon compliance with the provisions of the Agreement, including delivery to FORT ERIE HILLS INTERNATIONAL CANADA INC. at its principal office in Mississauga, Ontario, of this Declaration of Trust together with a duly executed transfer of beneficial interest in the form required by FORT ERIE HILLS INTERNATIONAL CANADA INC.

IN WITNESS WHEREOF FORT ERIE HILLS INC. and FORT ERIE HILLS INTERNATIONAL CANADA INC. have caused this Declaration of Trust to be signed by its duly authorized officers this 15TH day of MAY 2015.

FORT ERIE HILLS INC.

Per: D. Carl

Name:

Title:

I/We have authority to bind the Corporation

FORT ERIE HILLS INTERNATIONAL CANADA INC.

Per: D. Carl

Name:

Title:

I/We have authority to bind the Corporation

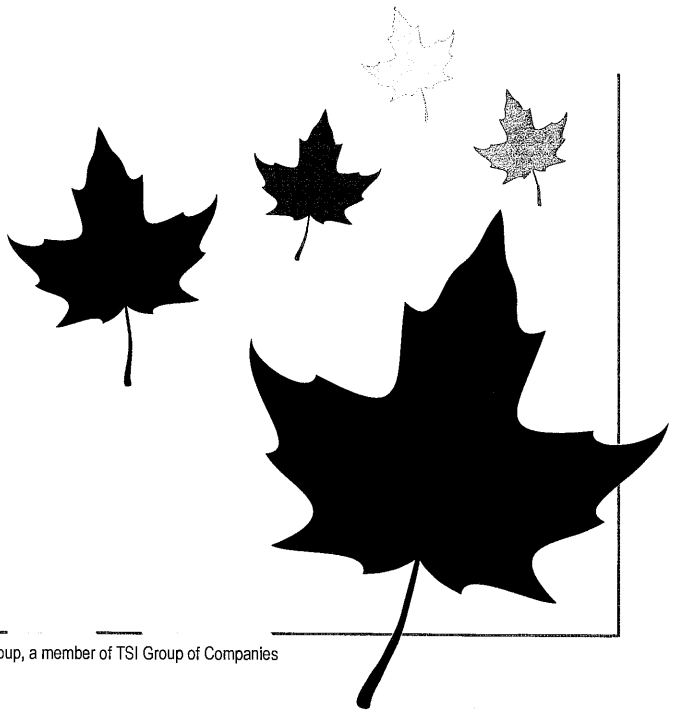
2412

JP 41318*
4/27/2015

TSI INTERNATIONAL

FORT ERIE HILLS INC.

HIRONORI KOBAYASHI



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UNIT IDENTIFICATION NO. FEH99-FEH111

AGREEMENT OF SALE AND PURCHASE dated the 18TH day of MARCH, 2015.

BETWEEN

HIRONORI KOBAYASHI,

Identification: DRIVER'S LICENSE (528701029170)

Address: 413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Phone Number: 81-776-27-5321

(hereinafter referred to as the "**Purchaser**")

-and-

FORT ERIE HILLS INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario,

(hereinafter referred to as the "**Vendor**");

-and-

FORT ERIE HILLS INC.,
a corporation incorporated under the laws of the Province of Ontario

(hereinafter referred to as the "**Nominee**")

WHEREAS:

A. The Vendor is the beneficial owner of an undivided interest in a parcel of land described in Schedule "B" annexed to this Agreement (the "**Property**") and title to which Property is registered in the name of the Nominee.

B. The Vendor is engaged in the business of land banking, the prime focus of which is to locate and purchase raw land and to endeavour to rezone the land through the applicable land development process to an approved use determined by the Vendor to be suitable and appropriate in all of the circumstances, and to thereby enhance the value of the land.

C. The Purchaser acknowledges that rezoning of the Property is uncertain and may take many years to achieve, often six years or longer, and that there can be no assurance that rezoning will be obtained, or if obtained, to permit for such use or uses as were requested and/or otherwise on terms and conditions that are satisfactory.

D. The Vendor may from time to time sell undivided beneficial interests in the Property to various purchasers.

E. The Purchaser acknowledges that real estate investments are generally subject to various risks, including a lack of liquidity, the highly competitive nature of the real estate industry, changes in general economic conditions (such as the availability and cost of mortgage funds), conditions of supply and demand for any particular type of real estate in the particular area, government regulations and changes thereto (including uncertainties and delays in zoning, subdivision and development regulatory approval processes, taxation of

property and environmental legislation), changes in governments and the political environment in the jurisdiction where the real estate is located, and sensitivity to interest rates, among other factors.

F. The Purchaser acknowledges having had the opportunity to review this Agreement and its schedules with its advisors and to conduct such due diligence investigations as the Purchaser deemed appropriate with respect to all matters pertaining to the Property and to the Vendor.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. SALE OF UNDIVIDED BENEFICIAL INTEREST IN LAND

1.1 The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser a 13/590TH undivided beneficial interest in the Property (the "**Purchaser's Land Interest**").

1.2 The Purchaser's Land Interest will be identified by the following designated identification number: FEH99-FEH111

2. . PURCHASE PRICE

2.1 The Purchaser shall pay the aggregate sum of Ten Thousand Dollars of lawful money of Canada (C$10,000.00) for each 1/590TH undivided beneficial interest in the Property upon execution of this Sale and Purchase Agreement, of which Nine Thousand Five Hundred Dollars Only (C$9,500.00) of lawful money of Canada will be paid on account of the purchase price for such interest, and Five Hundred Dollars Only (C$500.00) of lawful money of Canada will be paid into a segregated account known as the "Concept Planning Fund" (the "**Concept Planning Fund**") to be used to defray costs, expenses and fees to be incurred in connection with the Property, as more particularly hereinafter described and as described in the Co-Owners Agreement (as such term is hereinafter defined).

2.2 The Purchaser hereby agrees to purchase the Purchaser's Land Interest for a total purchase price of ONE HUNDRED TWENTY THREE THOUSAND FIVE HUNDRED DOLLARS ONLY of lawful money of Canada (C$123,500.00) (the "**Purchase Price**"), and to pay the amount of SIX THOUSAND FIVE HUNDRED DOLLARS ONLY of lawful money of Canada (C$6,500.00) into the Concept Planning Fund (the "**Concept Planning Fund Contribution**"). All references in this Agreement to payments of money being made shall mean lawful money of Canada.

2.3 The Purchase Price excludes applicable harmonized sales tax (the "**HST**") pursuant to the *Excise Tax Act*, R.S.C. 1985, c E-15, as amended (the "**ETA**") and the Purchaser agrees to pay the HST in addition to the Purchase Price and the Concept Planning Fund Contribution, unless the Purchaser has obtained and inserted (or instructed to be inserted) its HST registration number set forth below on the signing page of this Agreement, below its signature, prior to acceptance of this Agreement by the Vendor, in which case the Purchaser hereby represents and warrants that it is a registrant for HST purposes under the provisions of the ETA, under such registration number.

2.4 Included in the Purchase Price and the Concept Planning Fund Contribution, the Purchaser shall be responsible for the payment of land transfer tax ("**LTT**") under

the *Land Transfer Act*, R.S.O., c L.6. as amended (the "**LTTA**"), in the amount of ONE THOUSAND AND FOURTEEN DOLLARS AND EIGHTY FIVE CENTS of lawful money of Canada (C$1,014.85).

2.5 The Purchaser covenants to pay, make and submit all necessary payments, filings and remittances within the time periods required therefor under the provisions of the ETA, if applicable, and the LTTA, and the regulations thereunder. The Purchaser hereby authorizes the Vendor on behalf of the Purchaser and with the Purchaser's funds, to make any and all payments, filings and remittances within the time periods required therefore under the provisions of the ETA relating to HST, if applicable, and under the provisions of the LTTA relating to LTT required to be made by the Purchaser arising from its acquisition of the Purchaser's Land Interest. While the Vendor agrees to assist the Purchaser in submitting such payments, remittances and filings, for greater certainty, nothing herein contained shall oblige the Vendor to make any payments or remittances from its own resources or funds and all such payments and remittances and filings shall be the Purchaser's obligation.

2.6 Funds in the Concept Planning Fund shall be applied towards defraying future costs of every nature and kind related to the Property, including property management costs, costs, fees, and services incurred in connection with planning activities, development submissions, subdivision applications, operational costs and all other activities and matters concerning or related to the Property, as determined by the Operator (as such term is defined in the Co-Owners Agreement) which would be incurred by or on behalf of the Purchaser as a Co-Owner. The Concept Planning Fund is intended to be a deposit account. The Purchaser's proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Purchaser following completion of the sale of the Property. The Purchaser's proportionate share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of the Co-Owners Agreement) will be paid by the Purchaser (in its capacity as a Co-Owner) and deducted from its proportionate share of any sale proceeds receivable by it, if and when the Property is sold or otherwise disposed of.

3. PAYMENT OF THE PURCHASE PRICE

3.1 The Purchaser hereby agrees that the Purchase Price, the Concept Planning Fund Contribution, and all other amounts due and payable hereunder, shall be paid to the Vendor on the Closing Date (as hereinafter defined). Following the Closing Date, the Vendor shall deliver the Concept Planning Fund Contribution to the Operator for deposit into the Concept Planning Fund.

3.2 All payments of the Purchase Price, the Concept Planning Fund Contribution, and such other amounts shall be made through the appointed agent (the "**Vendor's Agent**"), the Vendor's authorised agent and representative in the jurisdiction of residence of the Purchaser, and the Vendor hereby directs the Purchaser to make all such payments to the Vendor's Agent, who is authorised by the Vendor to acknowledge receipt of the Purchase Price and other amounts paid hereunder.

4. CLOSING DATE, DELIVERIES, COSTS, NON-MERGER

4.1 The date on which this Agreement is signed by the Purchaser and is accepted and signed by the Vendor and the Nominee shall be the "**Closing Date**". On the Closing Date, in addition to delivering the Purchase Price and this Agreement, the Purchaser agrees to deliver to the Vendor's Agent a copy of the Co-Owners Agreement signed by the Purchaser.

FEH99-FEH111-41318

4.2 Within ninety (90) days after the Closing Date, the Vendor agrees to deliver to the Purchaser the following documents (the "**Closing Documents**"):

(a) this Agreement, duly executed by the Vendor and the Nominee;

(b) a Declaration of Trust (as hereinafter defined), duly executed by the Nominee; and

(c) the Co-Owners Agreement (as hereinafter defined), duly executed by the Nominee and Operator (as therein defined).

4.3 The Vendor shall pay for the cost of drafting and/or settling the Closing Documents. The Vendor shall not be obligated to pay any other costs associated with the purchase of the Purchaser's Land Interest.

4.4 This Agreement shall be irrevocable by the Purchaser for a period of 120 days following its execution and delivery to the Vendor or the Vendor's Agent. This Agreement shall only become binding upon the Vendor and the Nominee following the Vendor and the Nominee having each accepted this Agreement as signified by its respective execution of this Agreement where indicated below.

4.5 All representations, warranties and covenants of the Purchaser as set out in this Agreement shall not merge upon closing but shall survive closing and the Closing Date.

5. VENDOR REPRESENTATIONS AND WARRANTIES

5.1 The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in completing the sale and purchase transaction contemplated in this Agreement:

(a) the Vendor is the beneficial owner of the Purchaser's Land Interest with good and marketable title thereto, subject to Section 6.1;

(b) registered title to the Property and beneficial title to the Purchaser's Land Interest shall be good and marketable and clear and free from all mortgages, charges and financial liens on the Closing Date;

(c) the Vendor has the right, power and authority to sell the Purchaser's Land Interest as contemplated in this Agreement;

(d) the Vendor is a corporation properly constituted and in good standing under the laws of the Province of Ontario and the laws of Canada applicable therein; and

(e) the Vendor is not now and on the Closing Date will not be a non-resident of Canada within the meaning of the *Income Tax Act* (Canada), R.S.C. 1985, c.1 (5th Supp.), as amended from time to time.

6. EASEMENTS, LIENS, REGISTERED AGREEMENTS

6.1 Other than any mortgage, charge or financial lien which the Vendor is required to discharge pursuant to this Agreement, registered title to the Property, and beneficial title to the Purchaser's Land Interest, shall be subject to all other liens and encumbrances registered

on title to the Property on the Closing Date or which may be registered against the title to the Property after the Closing Date, including those registered in connection with the rezoning or development process relating to the Property, and including, without limitation, agreements with the applicable municipality or region, agreements with public regulated utilities, easements for the supply of domestic utility or telephone services to the Property or properties which are adjacent to the Property, easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the Property or its proposed development, other registered restrictions or covenants that run with the lands, and the restrictions and reservations in the Crown patent.

7. PURCHASER(S)' REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 The Purchaser represents and warrants to and covenants in favour of the Vendor as follows:

(a) there are no liens, mortgages, judgements, executions or other encumbrances, related to or attaching to the Purchaser's Land Interest or any part thereof;

(b) the Purchaser shall keep the Purchaser's Land Interest and every part thereof free and clear of all liens, mortgages, other encumbrances, judgements or executions. The Purchaser warrants and represents that all such liens, mortgages, judgements, executions other encumbrances, if any, shall be discharged and removed forthwith at the Purchaser's sole cost and expense and the Purchaser shall hold harmless the Vendor and all other beneficial owners of undivided interests in the Property from time to time against any and all claims, liabilities, actions, cause of actions, charges, demands and costs, including solicitors fees in connection therewith; and

(c) the Purchaser will not register or cause to be registered this Agreement, the Co-Owners Agreement, notice of this Agreement, notice of the Co-Owners Agreement, notice of the Purchaser's Land Interest, or any caution against title to the Property and the Purchaser shall forthwith remove and discharge any such registration at its costs and expense, failing which the Vendor may do so at the cost and expense of the Purchaser.

7.2 The foregoing warranties, representations and covenants of the Purchaser shall not merge on closing but shall survive closing and the Closing Date.

8. PURCHASER(S)' PARTICULARS, NATURE OF VESTING OF BENEFICIAL TITLE

8.1 The Purchaser agrees and confirms that the personal information provided in Schedule "A" annexed hereto is true, accurate and complete and agrees to inform the Vendor in writing forthwith of any change in any of the information therein provided.

8.2 If there is more than one person that comprises the Purchaser, then the Purchaser's Land Interest will be held as joint tenants with right of survivorship unless the box below is initialled by the Purchaser in which case the Purchaser's Land Interest will be deemed to be held as tenants-in-common, in the percentages noted therein.

[ ] Purchaser elects to hold Purchaser's Land Interest as tenants- in -common and not as joint tenants, as follows: _____ as to ___%, _____ as to ____%.

9. PRESENT STATE AND CONDITION OF PROPERTY

9.1 The Purchaser hereby agrees that the purchase of the Purchaser's Land Interest is on an "as is, where is basis" with no representations or warranties whatsoever made by the Vendor, other than as expressly set out in this Agreement.

10. TITLE INSURANCE

10.1 The Nominee as registered owner of the Property obtained title insurance upon acquiring the Property (the "**Title Insurance Policy**") in such form and in such amount and with such stipulations, limitations and qualifications respecting coverage as it deemed appropriate.

11. NOMINEE AS BARE TRUSTEE; DECLARATION OF TRUST

11.1 The Purchaser acknowledges that the registered title to the Property is held by the Nominee, as nominee and bare trustee for the Vendor to the extent of its undivided beneficial interest in the Property, and as nominee and bare trustee for others to the extent of their respective undivided beneficial interests in the Property, and that on completion of the transaction herein contemplated the Nominee will hold the registered title to the Property to the extent of the Purchaser's Land Interest as nominee and bare trustee for the Purchaser and others to the extent of their respective undivided beneficial interests in the Property.

11.2 The mailing address of the Nominee for receiving notices shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee may change its mailing address from time to time by giving notice in writing to that effect pursuant to the notice provisions contained in the Co-Owners Agreement.

11.3 The Nominee agrees to execute and deliver to the Purchaser a declaration of trust (the "**Declaration of Trust**") wherein it will confirm that, from and after the Closing Date, it is holding the title to the Property for and on behalf of the Purchaser, to the extent of the Purchaser's Land Interest, in the place and stead of the Vendor.

11.4 The Purchaser acknowledges that the registered title to the Property shall at all times be in the name of the Nominee.

12. NO RIGHT TO USE, OCCUPY OR ACCESS

12.1 The Purchaser agrees that it hereby waives all rights of use, occupation and rights of access to the Property, and any part thereof, in order to facilitate the future rezoning and ultimate subdivision and re-development of the Property, for the benefit of all Co-Owners. The provisions of this Section 12 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date.

13. CO-OWNERS AGREEMENT

13.1 The Purchaser agrees that concurrent with its execution and delivery of this Agreement, the Purchaser shall execute and deliver the agreement or a counterpart of the co-

owners agreement, a draft copy of which is annexed hereto as Schedule "C" (the "**Co-Owners Agreement**").

13.2 The Co-Owners Agreement shall govern, amongst other things, the following:

(a) the rights and obligations of the Purchaser, as owner and any other owners of undivided beneficial interests in the Property;

(b) any future sale, financing and/or development of the Property;

(c) procedures for consent and approvals by the Co-Owners (as such term is defined in the Co-Owners Agreement);

(d) appointing the Operator (as such term is defined in the Co-Owners Agreement) for and on behalf of the Co-Owners;

(e) the rights and obligations of the Operator of the Property;

(f) the obligation of the Nominee as registered holder of the title to the Property for an on behalf of the Co-Owners;

(g) the right to transfer or assign the Purchaser's Land Interest or any part thereof and the terms conditions to be satisfied with respect to any such assignment or transfer; and

(h) such other matters as are therein contained.

13.3 The Vendor shall not be obligated but shall have the right to retain an undivided beneficial interest in the Property to such extent as it may in its absolute discretion deem appropriate and thus be a co-owner thereof and with respect to such undivided beneficial interest it shall be subject to the terms of the Co-Owners Agreement and entitled to exercise the rights of a Co-Owner.

14. SUBDIVISION CONTROL PROVISIONS

14.1 The Vendor agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and this Agreement shall be effective to create an interest in the Property provided that the provisions of the *Planning Act* (Ontario) are complied with in connection with the transaction of sale and purchase of the Purchaser's Land Interest.

15. NO REPRESENTATIONS, WARRANTIES OR ADVICE

15.1 The Purchaser acknowledges that none of the Vendor, the Nominee, the Vendor's Agent nor anyone acting on its or their behalf has made any representations or warranties except as are expressly set forth in this Agreement or the Co-Owners Agreement, nor given any advice respecting the tax treatment relating to the purchase or disposition of the Purchaser's Land Interest or any part thereof or the Property, nor as to the timing of sale, rezoning or development of the Property nor with respect to any potential or anticipated profit to be derived or derivable from the Purchaser's Land Interest or the Property.

15.2 The Purchaser has been urged and advised to consult with the Purchaser's own respective advisors including legal and tax advisors, with respect to the purchase and other matters pertaining to the Property and the Purchaser's Land Interest and the Closing Documents.

16. SOURCE OF FUNDS

16.1 The Purchaser hereby represents, warrants, confirms and acknowledges that the source of the Purchaser's funds:

(a) are not derived directly or indirectly from any crime;

(b) are not linked directly or indirectly to any terrorists or against anti terrorist laws;

(c) are not embargoed funds; and

(d) are not obtained in violation of any laws or seeking to escape or avoid any tax laws;

16.2 The Purchaser covenants that all payments and remittances shall strictly comply , at its own expense, with all regulatory or exchange control provisions in force on the Closing Date and applicable to this Agreement.

16.3 The provisions of this Section 16 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date

17. NOTICES

17.1 All notices required hereunder shall be in writing and in the English language and may be served either personally upon the parties or by electronic transmission namely by fax or email addressed to the Parties at their respective last known addresses, fax number or email address.

18. HEIRS, ASSIGNS, ETC.

18.1 This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective heirs , administrators, executors, successors and permitted assigns; provided that, the Purchaser shall not be entitled to assign this Agreement or any of its rights hereunder without the prior written approval of the Vendor, which approval may be withheld in its absolute discretion.

19. SUPERCEDING AGREEMENT

19.1 This Agreement shall supercede any and all previous discussions, representations, agreements or understandings made by or on behalf of either of the parties hereto for or relating to the purchase and sale of the Purchaser's Land Interest.

20. SCHEDULES

20.1 Schedules "A", "B" and "C" annexed hereto form an integral part of this Agreement and shall be read together with this Agreement.

21. COUNTERPARTS

21.1 This Agreement may be executed in any number of counterparts and by original or facsimile signature with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement.

22. LAWS AND JURISDICTION-ONTARIO

22.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

23. CAPTIONS

23.1 The captions of the sections of this Agreement are for convenience only and do not amplify or limit in any way the provisions hereof.

24. EFFECT OF PARTIAL INVALIDITY ON THIS AGREEMENT

24.1 In the event that any provision of this Agreement is illegal, void or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

25. FACSIMILE DOCUMENTS

25.1 The parties agree to accept facsimile executed documents, including Closing Documents, as if they were originally signed documents.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SET OUT BELOW.

WITNESSED BY:

DATE OF EXECUTION: 2015-03-18

THE PURCHASER

CHIAKI HAYASHI
Print Name of Witness

HIRONORI KOBAYASHI
Print Name of Purchaser

✓ SIGNATURE OF WITNESS Chiaki Hayashi
Signature of Witness

SIGNATURE OF PURCHASER 小林博紀 ★
Signature of Purchaser

Witness Identification Number

HST Number:

804960508RT0001

FEH99-FEH111-41318

✓

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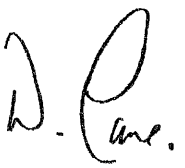
DATE OF EXECUTION: 2015-5-15
THE VENDOR:
FORT ERIE HILLS INTERNATIONAL CANADA INC.

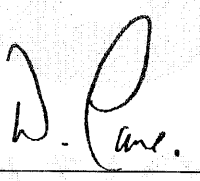
Per: 

Name:
Title:
HST Number: 836366583 RT0001

I/We have the authority to bind the Corporation.

DATE OF EXECUTION: 2015-5-15

THE NOMINEE:
FORT ERIE HILLS INC.

Per: 

Name:
Title:
I/We have the authority to bind the Corporation.

SCHEDULE "A" – PURCHASER(S) PARTICULARS

Information Concerning Purchaser:

PURCHASER:

Full Name: HIRONORI KOBAYASHI

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: 413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Home Telephone: 81-776-27-5321 Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: hironori@kobird.co.jp

Country of Birth: JAPAN

The following have been provided to the Vendor:

(✓) Driver's Licence ( ) Passport ( ) Other_____

SCHEDULE "B" – PROPERTY and NOMINEE

LEGAL DESCRIPTION OF PROPERTY

Lands and premises located on 87 Crooks Street and 0 Thompson Road East, in the Town of Fort Erie, in the Province of Ontario, in the Country of Canada and legally described as BLK R W/S Crooks St. PL525, Village Of Bridgeburg; LT 84 W/S Crooks St. PL 525 Village Of Bridgeburg, PT BLK S W/S Crooks St. PL525 Village Of Bridgeburg; PT LOT 8 CON 2 Niagara River Bertie As In RO461513; Fort Erie

FORT ERIE HILLS INC.

REGISTERED HOLDER OF LEGAL TITLE TO PROPERTY

Office: 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3

Tel No: 1-905-602-7463

Fax No: 1-905-602-7460

SCHEDULE "C" – CO-OWNERS AGREEMENT

UNIT IDENTIFICATION NO. FEH99-FEH111

CO-OWNERS AGREEMENT

FORT ERIE HILLS INC.

THIS CO-OWNERS AGREEMENT is dated the 29TH day of August 2014.

BETWEEN:

HIRONORI KOBAYASHI,

Identification:DRIVER'S LICENSE (528701029170)

Address:413-2 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

(hereinafter referred to as the "**Purchaser**")

-and-

FORT ERIE HILLS INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Nominee**")

-and-

FORT ERIE HILLS INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Vendor**")

-and-

FORT ERIE HILLS CAPITAL MANAGEMENT INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Operator**")

-and-

All other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of this Agreement

(hereinafter collectively referred to as the "**Co-Owners**")

WHEREAS:

1. Pursuant to a Sale and Purchase Agreement, the Vendor has sold to the Purchaser, and the Purchaser has purchased from the Vendor, an undivided beneficial interest in the Property;

2. The Nominee is the registered owner of the Property and has agreed to hold the Property as nominee and bare trustee for and on behalf of the Co-Owners from time to time;

3. Every purchaser of an undivided beneficial interest in the Property, every assignee of such purchaser, and every assignee of each such assignee, is required to execute and deliver a counterpart of this Agreement and shall be bound as a Co-Owner pursuant thereto; and

4. This Agreement sets forth the provisions which govern the Co-Owners' ownership of undivided beneficial interests in the Property and any future sale, financing and/or development with the Property and their respective undivided beneficial interests therein.

NOW THEREFORE in consideration of the payment of the sum of One Dollar ($1.00) and other good and valuable consideration now paid by each party to the other, the receipt of which is hereby acknowledged, and of the premises and the mutual covenants herein contained, the parties hereto hereby covenant and agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall be deemed to have the following meanings:

(a) "**ASPE**" shall have the meaning ascribed thereto in Section 16 of this Agreement;

(b) "**Additional Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(c) "**this Agreement**", "**hereof**", "**herein**," "**hereunder**" and words to like effect, refer to this Co-Owners Agreement as a whole and not to any particular provision, as it may be amended, supplemented and/or restated from time to time;

(d) "**Business Day**" means any day of the week other than a Saturday, Sunday or a day which is a statutory holiday, in Ontario, Canada;

(e) "**Concept Planning Fund**" shall have the meaning ascribed thereto in Section 18 of this Agreement;

(f) "**Co-Owners**" means the owners from time to time of Interests and who have signed a counterpart of this Agreement, and shall include the Purchaser, as well as the Vendor to the extent that it retains any Interest, and "**Co-Owner**" means any of the Co-Owners;

(g) "**Co-Owners Record**" has the meaning ascribed thereto in Section 11 of this Agreement;

(h) "**CRA**" means the Canada Revenue Agency, established pursuant to the *Canada Revenue Agency Act*, S.C. 1999, c. 17, which administers tax laws of Canada, including under the *Income Tax Act*, for the Government of Canada;

(i) "**Declaration of Trust**" means the declaration of trust executed by the Nominee concurrently with the completion by a Co-Owner of the purchase from the Vendor of an Interest and pursuant to which the Nominee declares and confirms that it holds registered title to the Property in trust for and on behalf of such Co-Owner, to the extent of such Co-Owner's respective Interest. For greater certainty, "**Declaration of Trust**" includes the declaration of trust executed by the Nominee upon the completion by a Co-Owner of the Transfer of an Interest to a transferee in accordance with the provisions of this Agreement, and includes the declaration of trust executed by the Nominee in favour of the Vendor at the time of its acquisition of the Property;

(j) "**Designated Person**" shall have the meaning ascribed thereto in Section 10 of this Agreement;

(k) "**Dispute**" shall have the meaning ascribed thereto in Section 31 of this Agreement;

(l) "***Excise Tax Act***" means the *Excise Tax Act* (Canada), as amended from time to time, including the regulations made pursuant thereto;

(m) "**HST**" means the harmonized sales tax payable pursuant to the *Excise Tax Act*, including the Province of Ontario's portion thereof;

(n) "***Income Tax Act***" means the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.), as amended from time to time, including the regulations made pursuant thereto;

(o) "**Initial Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(p) "**Interest**" means the undivided beneficial interest in the Property purchased by a Co-Owner pursuant to a Sale and Purchase Agreement, and includes any undivided beneficial interest in the Property continued to be owned by the Vendor, and "**Interests**" means every Interest;

(q) "***Land Transfer Tax Act***" means the *Land Transfer Tax Act*, R.S.O. c.L.6, as amended;

(r) "**LTT**" means the land transfer tax payable pursuant to the *Land Transfer Tax Act*;

(s) "**Net Income**" shall have the meaning attributed thereto in Section 6(j) of this Agreement;

(t) "**Notice Requisitioning an Ordinary Resolution**" shall have the meaning attributed thereto in Section 8 of this Agreement;

(u) "**Notice Requisitioning a Special Resolution**" shall have the meaning attributed thereto in Section 10 of this Agreement;

(v) "**Offer**" shall have the meaning attributed thereto in Section 19 of this Agreement;

(w) "**Operator**" means FORT ERIE HILLS CAPITAL MANAGEMENT INC., or the Designated Person that may be appointed as the Operator's replacement as determined in accordance with Section 10 of this Agreement;

(x) "**Ordinary Resolution**" means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 51% of the aggregate Interests in the Property;

(y) "**Planning Activities**" means the reports, plans, studies, audits, assessments, investigations, legal proceedings, procedures, filings, submissions, applications and/or any other actions taken or made in respect of or in furtherance of the rezoning of, or other land use planning matters related to, the Property;

(z) "**Property**" means the real property legally described on Schedule "1" annexed hereto;

(aa) "**Retained Interest**" shall have the meaning attributed thereto in Section 23 of this Agreement;

(bb) "**Sale and Purchase Agreement**" means the agreement of sale and purchase, or an agreement substantially in the form of the agreement of sale and purchase, entered into

FEH99-FEH111-41318

between the Vendor, as vendor, and each Co-Owner (other than the Vendor), as purchaser, pursuant to which each Co-Owner agreed to acquire its respective Interest in the Property. **"Sale and Purchase Agreements"** means every Sale and Purchase Agreement;

(cc) **"Special Resolution"** means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 85% of the aggregate Interests in the Property;

(dd) **"Transfer"** shall have the meaning ascribed thereto in Section 11 of this Agreement; and

(ee) **"Vendor"** means FORT ERIE HILLS INTERNATIONAL CANADA INC.

2. INTERPRETATION

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) the division of this Agreement into Articles, paragraphs, subparagraphs and schedules and the insertion of headings are provided for convenience only and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;

(b) all references to currency herein are references in Canadian dollars;

(c) any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto;

(d) any reference to an entity shall include and shall be deemed to be a reference to any entity that is a successor to such entity;

(e) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

3. TITLE

Legal title to the Property shall be held in the name of the Nominee, which shall hold such title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Vendor, to the extent of its Retained Interest, if any.)

4. MAILING ADDRESSES

The mailing address of the Nominee, the Vendor and the Operator shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee, the Vendor and/or the Operator may change its mailing address from time to time by giving notice in writing to that effect to all Co-Owners, pursuant to the notice provisions contained in this Agreement.

5. REPRESENTATIONS AND WARRANTIES OF THE NOMINEE AND OPERATOR

(a) The Nominee represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite power, capacity and corporate authority to act as nominee and to perform its obligations under this Agreement;

(iii) it shall not carry on any business other than for the purposes set forth in this Agreement;

(iv) it holds and shall continue to hold legal title to the Property as nominee and bare trustee for and on behalf of each Co-Owner to the extent of each Co-Owner's Interest; and

(v) it shall only deal with the Property in the manner and as provided for in this Agreement.

(b) The Operator represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite capacity and corporate authority to act as Operator, and to perform its obligations under this Agreement; and

(iii) it shall comply with its obligations as provided for in this Agreement.

6. OPERATION AND MANAGEMENT OF THE PROPERTY

The Co-Owners hereby appoint the Operator and the Operator hereby accepts the appointment as the operator and manager of the Property and agrees to undertake such Planning Activities as the Operator may determine in its discretion, acting reasonably, are required to rezone the Property to such use or uses as the Operator shall determine, acting reasonably, and in the best interest of the Co-Owners. The Operator agrees to carry out such Planning Activities and to operate and manage the Property in good faith and in the best interest of the Co-Owners. The Operator agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and to proceed diligently to make all necessary applications to rezone the Property to such use or uses as the Operator shall determine, in its reasonable discretion, and to use its reasonable commercial efforts, at the cost and expense of the Co-Owners, with such costs to be defrayed out of the Concept Planning Fund initially, to obtain all necessary approvals and consents from applicable governmental authorities in connection therewith. Subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have such general powers and authority to administer, manage, control, operate, finance, refinance, develop, lease, grant easements and other rights in, under and over, the Property and to do any act, take any proceeding, make any decision and execute and deliver any instrument, deed, agreement, affidavit or document necessary for or incidental to any of the foregoing, for and on behalf and in the name of the Co-Owners, or as the Co-Owners may so direct by Special Resolution. No person dealing with the Operator

FEH99-FEH111-41318

will be required to enquire into the authority of the Operator to do any act, take any proceeding, make any decision or execute and deliver any instrument, deed, agreement or document for or on behalf or in the name of the Co-Owners.

Without limiting the generality of the foregoing provisions of this Section 6, but subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have the following specific powers and authorities without further authority or approval from the Co-Owners:

(a) to engage such professional advisers and consultants as the Operator considers advisable in order to perform its duties hereunder;

(b) to open and operate one or more bank accounts in its name, as agent for the Co-Owners in respect of the Property with a Canadian chartered bank or trust company, into which the Operator may deposit all rentals, if any, and other income earned from the Property (if any) (which for greater certainty shall not include the Concept Planning Fund), and out of which account(s) all expenses properly relating to the Property shall be paid, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of such funds to cover all such expenses;

(c) to execute, deliver and carry out all other agreements which require execution by or on behalf of the Co-Owners with respect to the Property, including without limitation, any agreements required by any governmental or statutory authority having jurisdiction over or with respect to the Property, development agreements, site plan agreements, cost sharing agreements, easements and rights of way;

(d) to enter into lease and/or tenancy arrangements in respect of the Property or any part thereof and to collect all rentals and other income therefrom, if any, provided that nothing herein shall constitute a guarantee by the Operator of the payment of any rent by tenants;

(e) to pay all taxes, fees and other expenses relating to the orderly maintenance and management of the Property out of the Concept Planning Fund, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of funds to cover all such expenses;

(f) to commence or to defend on behalf of the Co-Owners, the Nominee, or itself, any and all actions and other proceedings pertaining to the Property or to the Co-Owners;

(g) to determine the amount and type of insurance coverage, if any, to be maintained in order to protect the Property and the Co-Owners from all usual perils of the type covered in respect of comparable properties and in order to comply with the requirements of any lenders of funds;

(h) to retain, employ and pay and discharge on behalf of the Co-Owners all servants, employees, advisors, consultants and/or contractors necessary to be retained for the management and operation of the Property, including, without limitation, for matters relating to its rezoning and development;

(i) to contract on behalf of the Co-Owners for water, gas, electricity and other utility services and commodities, including cable and telephone services necessary for the development, operation and maintenance of the Property; and

(j) to distribute the Net Income from the ownership, operation, use, financing, refinancing, and/or sale of the Property (if any) to each Co-Owner, proportionate to its respective Interest. For the purposes of this Agreement, "**Net Income**" shall mean the gross receipts (which, for greater certainty, shall not include the Concept Planning Fund) derived in any way from dealing with the Property, received by or on behalf of the Co-Owners from the ownership, operation, use, leasing, financing, refinancing, sale of, and/or development and/or any other dealing with of the Property, minus the aggregate of all proper expenses and charges incurred in connection therewith, calculated on an accrual basis, including:

(i) payment of principal and interest owing to mortgagees or other encumbrancers, or other lenders;

(ii) realty taxes, property tax assessments, charges or levies made by any duly constituted governmental or statutory authority, due and owing and secured by a right or apparent right to claim a lien or charge upon the Interests, or any of them, or the Property, and money due and owing from improvements to the Property secured by a lien or charge in favour of materialmen or workmen or trade contractors or other like persons or corporations upon the Interests, or any of them, or the Property;

(iii) all costs and expenses of any sale, financing or refinancing;

(iv) all development costs and expenses;

(v) all costs and expenses of operating, maintaining, leasing, managing, using, and/or developing the Property, and the costs and expenses of repair;

(vi) lighting, electricity and public utilities costs and expenses;

(vii) professional fees reasonably attributed to the Property, its operation, use, financing, refinancing, sale and/or development;

(viii) all other costs, expenses or disbursements which are properly attributable to the Property, except payments to the Co-Owners on account of capital or distribution of Net Income; and

(ix) reserves in such amount as deemed appropriate by the Operator from time to time, including without limitation for the purposes of replacement of major equipment, major renovations and repairs, leasehold improvements, marketing costs and any other reserves normally required for the prudent operation, use, financing, refinancing, sale and/or development of a like property.

Each Co-Owner shall have a proportionate beneficial interest in all of the gross cash receipts derived from the Property and shall be responsible for its proportionate share of the expenses and charges incurred in connection with the Property, in each case proportionate to its respective Interest. Each Co-Owner hereby irrevocably directs the Operator to pay its proportionate share of such expenses and charges out of its proportionate share of such gross cash receipts, as well as out of the Concept Planning Fund.

Each Co-Owner hereby confirms and acknowledges that neither the Operator nor any of its officers, directors, employees, advisors, consultants, agents or representatives has made any warranty or representation, or given any advice:

(k) as to or in respect of the tax treatment of the purchase, disposition or holding of the Interest by a Co-Owner; or

(l) as to the timing of the rezoning or sale or development of the Property or the returns attainable by the Co-Owners upon a sale or lease of or other dealing with the Property.

Each Co-Owners acknowledges that he has been advised to seek his own independent legal and tax counsel prior to entering into a Sale and Purchase Agreement and this Agreement.

7. AUTHORITY TO WITHHOLD

The Operator is authorized to withhold any amounts required to be withheld from any distribution or other payment to a Co-Owner pursuant to the provisions of the *Income Tax Act* and to make payment of any such amount on behalf of a Co-Owner to the CRA, on account of taxes as may be required by law.

8. POWERS EXERCISABLE BY ORDINARY RESOLUTION

Notwithstanding anything to the contrary contained in this Agreement, the following powers shall only be exercisable by the Operator after an Ordinary Resolution is passed by the Co-Owners:

(a) approving the sale or exchange of all or any part of the Property (other than the sale of Interests by the Operator pursuant to Sale and Purchase Agreements);

(b) approving a proposal or plan to develop the Property;

(c) subject to Section 17, consenting to the amendment of this Agreement, provided that, no amendment to this Agreement shall impose or increase any financial or other obligations upon any of the Nominee of the Operator, or in any way adversely affect the Nominee or the Operator, without the prior written approval of the Nominee or the Operator, as the case may be;

(d) approving or ratifying the making of an Additional Advance by the Operator, in accordance with Section 18; or

(e) requiring that the financial statements for the Property be audited.

Other than a matter which under the terms of this Agreement requires a Special Resolution, the Operator may at any time and from time to time by notice in writing to all Co-Owners substantially in the form annexed hereto as Schedule "2" (the "**Notice Requisitioning an Ordinary Resolution**") request the Co-Owners to consider and approve any matter relating to the Property not requiring a Special Resolution. The Notice Requisitioning an Ordinary Resolution shall specify with reasonable detail the matter to be approved by the Co-Owners.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution. If the Operator fails to deliver such Notice Requisitioning an Ordinary Resolution within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or a group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the

Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution which the Operator failed to deliver within the time provided in this Section 8 for the Operator to do so.

9. POWERS EXERCISABLE BY SPECIAL RESOLUTION

The following powers shall only be exercisable by Special Resolution passed by the Co-Owners:

(a) terminating the appointment of the Operator and appointing a new Operator from time to time, in accordance with the provisions of Section 10;

(b) instituting or continuing an action or suit against the Operator for damages based upon the fraud or gross negligence of the Operator in the performance of its obligations under this Agreement;

(c) requiring the Operator to remove the incumbent independent firm of chartered accountants qualified in Canada appointed pursuant to Section 16 and requiring the Operator to appoint a replacement; or

(d) apppointing a replacement for the Nominee in the event that the Nominee should be wound up or dissolved or be declared a bankrupt, such replacement to hold legal title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Operator if it retains any Retained Interest.)

10. CONTROL AND AUTHORITY VESTS WITH CO-OWNERS

The Co-Owners may by Special Resolution terminate and remove the Operator (in its capacity as Operator and not as a Co-Owner)and appoint a new Operator in its place and stead. Such new Operator shall be bound by all of the terms of this Agreement and shall execute an agreement confirming that it is bound under this Agreement as if it was an original signatory thereto.

Upon termination, the Operator terminated shall forthwith upon request of the person designated in the Special Resolution as the replacement Operator (the "**Designated Person**") do the following:

(a) deliver all agreements, documents, instruments, books and records and writings relating to the Property in its possession to the Designated Person, including, without limitation, the Co-Owners Record;

(b) execute and deliver such consents, acknowledgements and assignments pertaining to the Property and any Planning Activities as the Designated Person may require;

(c) cause its representatives on the board of directors of the Nominee to execute resignations as directors and officers forthwith after being required to do so by the Designated Person, provided the Nominee shall continue to indemnify such directors and officers in accordance with its by-laws in existence at the date hereof;

(d) execute and deliver a release in form and content satisfactory to the Designated Person, acting reasonably, releasing the Nominee and the Co-Owners from any liability, provided that: (i) the release by the Operator shall not release the Co-Owners from their obligation to continue to indemnify the Operator pursuant to Section 21 hereof; and (ii) the

FEH99-FEH111-41318

Operator receives a release in form and content satisfactory to the Operator, acting reasonably, executed by the Nominee and by the Designated Person for and on behalf of itself and each of the Co-Owners, releasing the Operator from any liability, and the Co-Owners expressly acknowledge and agree that the Designated Person shall have the power and authority to deliver such release, without any further approval or authorization required from the Co-Owners;

(e) do all things necessary and execute all necessary documents to effect the change of shareholders of the Nominee as directed by the Designated Person; and

(f) otherwise co-operate and assist to carrying out and giving effect to each of the actions set out in Section 10(a), (b), (c), (d) and (e) above.

The Operator may at any time and from time to time by notice in writing, substantially in the form annexed hereto as Schedule "3" (the "**Notice Requisitioning a Special Resolution**") to all Co-Owners, request the Co-Owners to consider and approve any matter relating to the Property requiring a Special Resolution pursuant to the terms of this Agreement. The Notice Requisitioning a Special Resolution shall specify with reasonable detail the matter to be considered and approved by Special Resolution.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning a Special Resolution with respect to any matter relating to the Property, including any matter requiring a Special Resolution pursuant to this Agreement. If the Operator fails to deliver such Notice Requisitioning a Special Meeting within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the Notice Requisitioning a Special Resolution which the Operator failed to deliver within the time provided in this Section 10 for the Operator to do so.

11. CO-OWNERS RECORD AND TRANSFERS OF INTEREST

The Operator shall record and at all times maintain and keep up to date a record of the names, addresses and other contact information for the Co-Owners, and the Interest held by each of the Co-Owners as well as particulars of any Transfer of Interests (collectively, the "**Co-Owners Record**").

No Co-Owner shall sell, transfer, assign, mortgage, pledge, grant a security interest or otherwise encumber or dispose of its Interest in the Property (each, a "**Transfer**"), except in compliance with any applicable requirements of the *Securities Act* (Ontario) and any other applicable legislation and otherwise in accordance with the provisions of this Agreement, if and to the extent required.

A Co-Owner may Transfer an Interest or part thereof provided that such Co-Owner complies and satisfies each of the following conditions:

(a) the transferor first delivers to the Operator an original or notarial copy of the executed document or instrument effecting the Transfer which shall be in such form as may be acceptable to the Operator, acting reasonably;

(b) the transferee agrees in writing and in such form as may be acceptable to the Operator, to be bound by the terms of this Agreement and upon completion of the Transfer to

assume the obligations of the transferor under this Agreement in respect of the Interest subject to the Transfer;

(c) the transferor delivers or causes to be delivered to the Operator a direction addressed to both the Nominee and the Operator, in form and substance satisfactory to the Operator and the Nominee, directing the Nominee to execute and deliver a Declaration of Trust for the Interest subject to the Transfer in favour of the transferee;

(d) the transferee pays such costs, expenses and disbursements, including legal fees, as are reasonably incurred by the Operator by reason of the Transfer;

(e) the transferee pays all applicable HST pursuant to the *Excise Tax Act*, and all applicable LTT pursuant to the *Land Transfer Tax Act*, and makes or causes to be made any and all necessary filings, payments and remittances within the time periods required therefor under the provisions of the *Excise Tax Act* and the *Land Transfer Tax Act* and the respective regulations thereunder;

(f) the transferor either provides the transferee with evidence reasonably satisfactory to the transferee that the transferring Co-Owner is not then a "non-resident" of Canada within the meaning of the *Income Tax Act* or provide the transferee with a certificate pursuant to subsection 116(2) of the *Income Tax Act* with a certificate limit in an amount not less than the purchase price for the Interest subject to the Transfer; provided that if such evidence or certificate is not forthcoming, the transferee shall be entitled to make the payment of tax required under section 116 of the *Income Tax Act* and to deduct such payment from the purchase price for the Interest subject to the Transfer;

(g) the transferee executes and delivers to the Operator a counterpart of the Agreement; and

(h) the transferor provides such other documents, agreements, acknowledgements and confirmations as may be required by the Operator or by law (including compliance by the transferring Co-Owner with the provisions of the *Securities Act* (Ontario) if and to the extent applicable).

When a transferee of an Interest is entitled to become a Co-Owner pursuant to the provisions hereof, the Operator will:

(i) record a Transfer of the Interest; and

(j) forward a Declaration of Trust to the transferee in respect of the Interest so transferred.

For the avoidance of doubt, a Transfer by Co-Owner may include a transfer into trust, in which case the terms "sale and purchase agreement", "Purchaser", "purchase", "purchased", and "sale", wherever such terms appear in this Agreement, shall be read so as to recognize that such Transfer is not a purchase and sale transaction between a Co-Owner and a purchaser but a transaction in the nature of a transfer into trust by the transferring Co-Owner to a trustee. Nothing in this Section 11 shall be construed to affect the provisions of Section 12 of this Agreement.

12. OPERATOR NOT BOUND TO SEE TO TRUST OR EQUITY

Other than pursuant to the terms of the Declaration of Trust, the Operator shall not be bound to see to the execution of any trust, express, implied or constructive, or any charge, pledge or equity to which any Interest is subject, or to ascertain or inquire whether any sale or transfer of any such Interest by any Co-Owner or by his personal representatives is authorized by such trust, charge, pledge or equity, or to recognize any person having any interest therein except for the person or persons recorded by the Operator as the Co-Owner.

13. INCAPACITY, DEATH, INSOLVENCY OR BANKRUPTCY

Where a person becomes entitled to an Interest by incapacity, death, insolvency or bankruptcy of a Co-Owner or otherwise by operation of law, in addition to the requirements of Section 11 hereof, that person will not be recorded as or become a Co-Owner until:

(a) he produces evidence satisfactory to the Operator of such entitlement; and

(b) he has delivered such other evidence, approvals and consents in respect of such entitlement as the Operator may require and as may be required by applicable law or by this Agreement.

14. DECLARATIONS OF TRUST

A separate Declaration of Trust shall be executed and delivered by the Nominee to each Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of a Co-Owner to the extent of the Co-Owner's Interest. Provided that the Transfer of an Interest has been effected in accordance with the provisions of Section 11 of this Agreement, a separate Declaration of Trust shall be executed and delivered by the Nominee to each transferee Co-Owner of an Interest from a transferring Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of the transferee Co-Owner to the extent of such Co-Owner's Interest.

15. LOST DECLARATIONS OF TRUST

Where a Co-Owner by notice in writing advises the Operator that the Declaration of Trust with respect to such Co-Owner's Interest has been defaced, lost or destroyed or wrongly taken, the Operator may cause a new Declaration of Trust to be issued, provided that the Co-Owner files with the Operator an indemnity in such form as is satisfactory to the Operator to indemnify the Operator, the Nominee and the other Co-Owners from any loss, cost, liability or damages that it or they may incur or suffer by complying with the request to issue a new Declaration of Trust, and provided further that the Co-Owner satisfies all other reasonable requirements of the Operator, including delivery of a form of proof of loss.

16. BOOKS AND RECORDS AND FINANCIAL REPORTS

The Operator will keep or cause to be kept on behalf of the Co-Owners at the Operator's principal place of business in Ontario:

(a) full and accurate books of account and records of all financial transactions relating to the Property including, without limitations, the receipts and expenditures relating to the Property and the Concept Planning Fund;

(b) the Co-Owners Record setting out the name and address of each Co-Owner; and

(c) copies this Agreement and all counterparts.

At any time upon 10 Business Days written notice to the Operator a Co-Owner may request the Operator to examine any of the documents noted in clauses (a) and (b) above at the office of the Operator and may take copies thereof provided that such requesting Co-Owner pays the reasonable cost to the Operator for making such copies, provided further that any such requesting Co-Owner shall have first provided an affidavit and undertaking, in form and substance satisfactory to the Operator, acting reasonably, duly sworn before a notary public or other individual authorized to administer oaths in the jurisdiction of residence of the

Purchaser, stating: (aa) the name and address of such requesting Co-Owner, and that the Co-Owner is a Co-Owner; (bb) that the Co-Owners Record shall not be used by the requesting Co-Owner or any other person except in connection with a *bona fide* effort to influence the voting by Co-Owners on an Ordinary Resolution or a Special Resolution; (ccc) that the information so provided is subject to applicable privacy rules and regulations; (ddd) that none of the information provided pursuant to clause (a) above shall be disclosed by or on behalf of the requesting Co-Owner to any person who is not a Co-Owner, that such information is proprietary to the Operator and the Co-Owners, and that its disclosure could cause irreparable harm to the other Co-Owners and the Operator; (eee) that the requesting Co-Owner will not, directly or indirectly, offer for sale or purchase, or otherwise traffic in, a list or copy of a list of the Co-Owners or any information contained in the Co-Owners Record; (fff) the requesting Co-Owner acknowledges and agrees that in the event of a breach of any of the covenants, provisions and restrictions in affidavit, the Co-Owners' and Operator's remedy in the form of monetary damages may be inadequate and that the Operator, for itself and on behalf of the other Co-Owners, shall be authorized and entitled, in addition to all other rights and remedies available to it and them, to apply for and obtain from any court of competent jurisdiction interim and permanent injunctive relief and an accounting of all profits and benefits arising out of such breach; and (ggg) that the requesting Co-Owner shall indemnify and hold harmless the Operator and the Nominee and the other Co-Owners from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee or the other Co-Owners by reason of any breach by such requesting Co-Owner of any of the covenants, provisions and restrictions contained in the affidavit.

The Operator shall provide or cause to be provided to each Co-Owner not later than 120 days after the end of each calendar year, financial statements showing the financial results for the Property for such calendar year. The Operator shall retain, at the expense of the Co-Owners, an independent firm of chartered accountants qualified in Canada to prepare such financial statements. Such financial statements shall contain a balance sheet, and a statement of cash flows and shall be prepared in accordance with Canadian accounting standards for private enterprises ("**ASPE**") applicable to the real estate industry in Canada and applied on a consistent basis from year to year. The financial statements shall not be required to be audited unless the Co-Owners by Ordinary Resolution require audited financial statements. For greater certainty, the funds in the Concept Planning Fund are hereby recognized as being the funds of the Operator, not of the Co-Owners.

17. AMENDMENT OF AGREEMENT

This Agreement may be amended in writing on the initiative of the Operator with the consent of the Co-Owners given by Ordinary Resolution. Notwithstanding the foregoing, the Operator may, without any prior notice to or consent from the Co-Owners amend any provision of this Agreement from time to time:

(a) to cure an ambiguity or to correct or supplement any provision contained herein which, in the reasonable opinion of the Operator, may be defective or inconsistent with any other provision contained herein, and with respect to which the cure, correction or supplemental provision does not and will not adversely affect the Interests of the Co-Owners; or

(b) to make such other provisions in regard to matters or issues relating to or arising under this Agreement which, in the reasonable opinion of the Operator, do not and will not adversely affect the Interests of the Co-Owners.

The Operator agrees to inform the Co-Owners by written notice within 60 days following the effective date of an amendment to this Agreement and provide copies of the amending agreement within the said 60 days.

18. PLANNING ACTIVITIES AND CONCEPT PLANNING FUND

As agent for the Vendor, the Operator shall deposit an amount equivalent to the Concept Planning Fund Contribution (as such term is defined in each Sale and Purchase Agreement) received by the Vendor under every completed Sale and Purchase Agreement into a single, segregated account (the "**Concept Planning Fund**") to be in the name of the Operator and to be used by the Operator solely for the purpose of paying the costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities, and those costs and expenses enumerated in Section 6(j) of this Agreement.

The Concept Planning Fund is intended to be a deposit account. Each Co-Owner's respective proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Co-Owner following completion of the sale of the Property. Each Co-Owner's share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of this Agreement) will be paid by the Co-Owner and deducted from his proportionate share of any sale proceeds receivable by him, if and when the Property is sold or otherwise disposed of. Each Co-Owner hereby irrevocably authorizes and directs the Operator to withhold from his proportionate share of any amounts otherwise receivable by it under this Agreement the amount of any such shortfall, and to pay such amount to the Operator.

The Operator shall keep proper and accurate records and details of all expenses paid out of the Concept Planning Fund, and at the request of the Vendor, provide access to the Vendor's representatives to such records and details of expenses to permit the Vendor to satisfy itself that such expenses were paid in accordance with the provisions of this Agreement.

The Operator shall prepare, perform and take or cause to be prepared, performed and taken all Planning Activities as it determines in its reasonable discretion are necessary for and on behalf of the Co-Owners including, without limitation, the following:

(a) surveys and concept plans in connection with the rezoning of the Property;

(b) in the reasonble discretion of the Operator, engage all consultants and professionals including, without limitation, legal counsel with respect to rezoning of the Property or any other Planning Activities;

(c) enter into or request the Nominee to enter into and deliver any documents, consent, acknowledgements or agreements including, without limitation, easements, rights in the nature of an easement, transfers, undertakings, applications, appeals and/or any other similar or related agreements or documents which may be required in the reasonable discretion of the Operator in connection with the Planning Activities;

(d) pay for all costs and expenses associated with Planning Activities, municipal property taxes and the cost of maintaining the Property, out of the Concept Planning Fund, and if insufficient, out of additional funds provided by the Co-Owners; and

(e) keep detailed records and accounts for or pertaining to the Planning Activities.

If the amount set aside in the Concept Planning Fund is not sufficient to defray all costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities and those costs and expenses enumerated in Section 6(j) of this Agreement, the Operator, in the exercise of its absolute discretion, and without the approval of the Co-Owners, may advance to the Co-Owners an amount or amounts on account of such shortfall to a maximum of 5% of the aggregate purchase prices paid by all Co-Owners for their respective Interests(collectively, the "**Initial Advance**"). The Initial Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance made to the Co-Owners out of the proceeds of the sale of the Property.

If the cost of Planning Activities exceeds the combination of the Concept Planning Fund and the Initial Advance, the Operator, as it deems necessary in the exercise of its absolute discretion but subject to the approval of the Co-Owners by way of an Ordinary Resolution, may advance to the Co-Owners additional amounts as may be required for such purposes (collectively, the "**Additional Advance**"). The Additional Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, after repayment of the Initial Advance, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance and the Additional Advance made to the Co-Owners out of the proceeds of the sale of the Property.

19. SALE OF THE PROPERTY

Any offer to purchase the Property received by the Operator or the Nominee, which the Operator deems acceptable (the "**Offer**") shall be presented to all of the Co-Owners for consideration and if approved by an Ordinary Resolution such Offer shall be accepted by the Nominee and such acceptance shall be binding upon all of the Co-Owners. Any sale of the Property by the Nominee resulting from an Offer the acceptance of which was approved by an Ordinary Resolution of the Co-Owners shall be deemed to include the sale by the Co-Owners of the Interests.

The Co-Owners hereby agree that Operator shall have the right, exercisable by notice in writing to the Co-Owners within 30 days after the Co-Owners have passed an Ordinary Resolution to accept the Offer, to purchase the Property at the same price and on the same terms and conditions as are contained in the Offer approved by Ordinary Resolution of the Co-Owners.

If the Operator fails to provide the notice exercising its right to purchase the Property on the same terms and conditions as are contained in the Offer within the said 30 days, then the Nominee shall accept the Offer and complete the transaction with the party that made the Offer the acceptance of which was approved by Ordinary Resolution of the Co-Owners.

20. HST AND LTT

Each of the Co-Owners hereby authorizes the Operator to make any and all filings, payments and/or remittances for HST with respect to the purchase by each Co-Owner of his respective Interest and any other payments of HST applicable to the services provided to the Nominee or in respect of the Property or the Interest of a Co-Owner.

Each Co-Owners hereby authorizes the Operator to carry out any HST reporting or filing obligations that are required in respect of the Interests or the Property. Such authority shall

include the execution of any documents that have to be or which may be advisable to be executed under the *Excise Tax Act*. The Operator shall to the extent required under the *Excise Tax Act* make and satisfy all filing and reporting obligations of a Co-Owner with respect to the Interest of the Co-Owner and shall provide each Co-Owner with copies of such filings and reports.

Each of the Co-Owners hereby authorizes the Operator to make any and all filings payments and/or remittances, from funds provided by the Co-Owner, relating to LTT arising from the purchase by each Co-Owner from the Vendor of his respective Interest in the Property. For greater certainty, each of the Co-Owners hereby authorizes the Operator on behalf of the Co-Owner and with the Co-Owner's funds to make any and all payments, remittances and filings under the provisions of the *Land Transfer Tax Act* relating to LTT and within the time period required therefor under the *Land Transfer Tax Act*, arising from the acquisition and/or ownership of the Interest. The Operator shall provide each Co-Owner with copies of such filings and evidence of the payments and remittances upon the written request of a Co-Owner.

21. POWER OF ATTORNEY

Each Co-Owner hereby nominates, constitutes and appoints each of the Operator and the Nominee, acting alone or together, with full power of substitution, as his true and lawful attorney and agent with full power and authority in his name, place and stead, for his use and benefit, to do the following, as fully and effectually as the Co-Owner could do if personally performed including, without limitation:

(a) execute and deliver all such documents or instruments on behalf of and in the name of the Co-Owners, or any of them, as may be deemed necessary by the Operator to carry out fully the provisions of this Agreement in accordance with its terms;

(b) execute, swear to, acknowledge, deliver, file and/or remit to or with the Ministry of Finance (Ontario) pursuant to the *Land Transfer Tax Act*, as amended, all necessary returns and payment or remittances in connection with the acquisition by the Co-Owners of their respective Interests in the Property;

(c) execute, acknowledge, deliver and file and/or remit to or with the CRA, all necessary instruments, declarations, certificates and other documents, and remittances relating to HST;

(d) execute, acknowledge, deliver and file as and where required any election made pursuant to subsection 273(1) of the *Excise Tax Act* as contemplated in each Purchase Agreement;

(e) execute and deliver all conveyances, agreements, documents and other instruments pertaining to the sale, development, redevelopment, financing, refinancing or leasing of the Property as the Operator determines in its sole discretion is in the best interests of the Co-Owners, and as permitted by this Agreement or authorized by Ordinary Resolution or Special Resolution of the Co-Owners; and

(f) execute, acknowledge, deliver and file any and all CRA non-resident personal income tax returns.

Each Co-Owner acknowledges and confirms that the power of attorney granted herein is made pursuant to the *Powers of Attorney Act* (Ontario) and is a power coupled with an interest, will survive the death, disability or other legal incapacity of the Co-Owner and will survive the assignment (to the extent of the Co-Owner's obligations hereunder) by the Co-Owner of the whole or any part of his Interest and extends to the heirs, executors, administrators, successors

and assigns of the Co-Owner and may be exercised by the Operator or the Nominee, acting alone or together, executing on behalf of the Co-Owners, or any of them, any instrument, by listing all of the Co-Owners to be bound by such instrument with a single signature as attorney and agent for all of them, or otherwise. Each of the Co-Owners agrees to be bound by any representations and actions made or taken in good faith and in accordance with the terms of this Agreement by the Nominee and/or the Operator pursuant to such power of attorney in accordance with the terms hereof and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the Nominee or the Operator taken in good faith under such power of attorney. The Operator shall, at the written request of a Co-Owner, provide such Co-Owner with copies of any of the documents or instruments executed, sworn, delivered, acknowledged or remitted by the Operator for and on behalf of that Co-Owner only under the power of attorney provided for in this Section 21.

22. INDEMNIFICATION

Each of the Co-Owners hereby agrees, severally and not jointly or jointly and severally, to indemnify and hold harmless the Operator and the Nominee from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee, or by any one or more attorneys appointed by it or them under the power to substitute pursuant to the power of attorney provision contained in Section 21 above, by reason of acts, omissions or alleged acts or omissions arising out of the activities of the Operator or the Nominee on behalf of the Co-Owners or in furtherance of the Interests of the Co-Owners but only if the acts, omissions or the alleged acts or omissions in respect of which any actual or threatened action, proceeding or claim are based, were performed in good faith and in accordance with the Agreement.

23. VENDOR'S RIGHT TO RETAIN AN INTEREST

The Co-Owners acknowledge and agree that the Vendor has the right, but not the obligation, to retain an undivided beneficial Interest in the Property (a "**Retained Interest**"), to whatever extent it wishes, and the Vendor to the extent of any such Retained Interest shall for the purposes of this Agreement be a Co-Owner and be deemed to be bound by this Agreement. The Vendor may at any time and from time to time Transfer and assign all or any part of such Retained Interest to any person or persons it deems appropriate and upon such Transfer or assignment, the assignee or transferee thereof shall execute a counterpart of this Agreement and shall be a Co-Owner to the extent of the Retained Interest so transferred or assigned.

24. COMPETING INTERESTS

Each of the Co-Owners and the Operator is entitled, without the consent of any of the others of them, to own property and to carry on any business or activity whatsoever, whether of the same or different nature as that owned by or carried on by any of them, and whether or not in competition with the Interests, the Property or any activity carried on by any of them, and neither any Co-Owner nor the Operator shall be liable to account to any of the other of them.

25. NOTICES

Any notice or communication required or permitted to be given to the Nominee, the Vendor, the Operator or the Co-Owners hereunder shall be in writing and shall be given by delivery or by mailing to same to be addressed as follows:

(a) To the Nominee, the Vendor or the Operator, at its respective mailing address provided in Section 4 above.

FEH99-FEH111-41318

(b) To each Co-Owner at his last address shown on the Co-Owners Record maintained by the Operator.

Any notice or communication delivered as aforesaid shall be in the English language but may be accompanied by an unofficial translation and shall be deemed to have been given to the addressee on the day of delivery, if delivered by courier or, if mailed as aforesaid, shall be deemed to have been given to the addressee on the 10th Business Day following the mailing of such notice, provided that, for such purposes, no day during which there shall be a strike or other occurrence which shall interfere with normal mail services shall be considered a Business Day. If delivery of any notice or communication is made via fax, delivery shall be deemed to have been made on the day following the sending of the fax unless such day is not a Business Day, in which case delivery shall be deemed to have been made on the next Business Day.

26. FURTHER ACTS

The parties hereto agree to execute and deliver such further and other documents and to perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

27. BINDING EFFECT

Subject to the restrictions on Transfers herein contained, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and permitted assigns.

28. SEVERABILITY

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts, by original or facsimile signature, with the same affect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same agreement.

30. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, in the Country of Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

31. DISPUTE RESOLUTION

Any disputes, claims, disagreements, differences, (including, without limitation, interpretation, performance and enforcement) (collectively the "**Dispute**") that may arise between the Co-Owners or any of them and/or the Operator and/or the Nominee relating in any manner to this Agreement, the Property, or the Interests or any of them, shall attempted to be resolved by mediation and if such mediation is not successful, then by arbitration.

perpetually restraining and enjoining such partition, application, action or other proceeding, and the first-mentioned Co-Owner shall not plead in defence thereto that there would be an adequate remedy at law, it being acknowledged by all the parties hereto that the injury and damages flowing from any such breach would be impossible to measure monetarily.

34. TIME

Time shall be of the essence of this Agreement.

35. REFERENCE DATE

This Agreement is dated for reference as of the 29TH day of August 2014.

IN WITNESS WHEREOF this Agreement is executed with effect as of the day and year first above written.

EXECUTED this 18TH day of MARCH 2015 with effect as of the day and year first above written.

CO-OWNER

WITNESS

✓ SIGNATURE OF WITNESS

Signature of Witness

Print: CHIAKI HAYASHI

SIGNATURE OF CO-OWNER ★

Signature of Co-Owner

Print: HIRONORI KOBAYASHI

Upon written demand of the Nominee, the Operator or the Co-Owners or any them and within 10 days after such demand, the parties shall attempt to appoint a mediator. If within such period of time they are unable to agree on a mediator, the Dispute shall be resolved by arbitration. If the parties to the Dispute are unable to agree upon a single arbitrator within 10 days after a demand has been made by any party to the Dispute to appoint a single arbitrator then, any party to the Dispute may apply, to a Justice of the Superior Court of Justice sitting in the City of Toronto, in the Province of Ontario, Canada for the appointment of an arbitrator.

The arbitration shall proceed in accordance with the provisions of the *Arbitration Act*, 1991 (Ontario) and any amendments or successor legislation thereto, which provisions shall apply *mutatis mutandis*. The arbitrator shall have the power to determine the procedure for the arbitration and to deliver his or her award notwithstanding the default by any party in respect of any procedural order made by the arbitrator.

The arbitrator shall proceed immediately to hear and determine the Dispute. The award of the arbitrator shall be made within 30 days after the appointment of the arbitrator, subject to any reasonable delay due to unforeseen circumstances. The award of the arbitrator shall be in writing and signed by the arbitrator, and shall be final and binding on the parties to the Dispute, not subject to any appeal, and the parties to the Dispute shall abide by the award and perform the terms and conditions thereof. The arbitration award shall deal with the costs of arbitration and all matters related thereto including the arbitrator's fees and expenses. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Unless otherwise mutually agreed, any mediation or arbitration of a Dispute shall take place in the Municipality of Metropolitan Toronto, in the Province of Ontario, in the Country of Canada.

32. NO INTENTION TO CREATE A PARTNERSHIP

The Co-Owners acknowledge, agree and declare that the entering into of this Agreement does not, and is not intended to, create a partnership, for any purpose. The Co-Owners further agree that nothing herein is to be construed as a limitation of the powers or rights of any Co-Owner to carry on its separate respective activities. Except for the Operator as contemplated in this Agreement, none of the Co-Owners shall have the right to bind any of the other Co-Owners, transact any business in any of the other Co-Owners names or on their behalf or incur any liability for or on behalf of any of the other Co-Owners. The Co-Owners agree that they shall each report their income or loss arising from the ownership of their Interests, for both accounting and income tax purposes, and to the applicable taxing authorities, as co-venture parties independent of one another, and not as partners in a partnership.

33. NO RIGHT TO PARTITION, ETC.

Each of the Co-Owners, by becoming a party to this Agreement, agrees and will be deemed to have agreed that he will not seek any remedy or right for the termination of this Agreement which would otherwise be available at law or in equity or for the termination of the co-ownership of the Property or which would otherwise be available pursuant to the *Partition Act*, R.S.O. 1980, c. 369,) and any amendments or successor legislation thereto, and each such Co-Owner shall be forever estopped from asserting otherwise and from seeking such remedy or right. In the event of any breach of the provisions of this Section 33 by a Co-Owner, the other Co-Owners and the Operator shall, in addition to all rights and remedies at law or in equity to which it is or they are otherwise entitled, be entitled to a decree or order

EXECUTED this 15TH day of MAY, 2015 with effect as of the day and year first above written.

FORT ERIE HILLS INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

EXECUTED this 15TH day of MAY, 2015 with effect as of the day and year first above written.

FORT ERIE HILLS INTERNATIONAL CANADA INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

FORT ERIE HILLS CAPITAL MANAGEMENT INC.

EXECUTED this 15TH day of MAY, 2015 with effect as of the day and year first above written.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

SCHEDULE "1"

Legal Description of Property

Lands and premises located on 87 Crooks Street and 0 Thompson Road East, in the Town of Fort Erie, in the Province of Ontario, in the Country of Canada and legally described as BLK R W/S Crooks St. PL525, Village Of Bridgeburg; LT 84 W/S Crooks St. PL 525 Village Of Bridgeburg, PT BLK S W/S Crooks St. PL525 Village Of Bridgeburg; PT LOT 8 CON 2 Niagara River Bertie As In RO461513; Fort Erie

SCHEDULE "2"

NOTICE OF REQUISITION OF ORDINARY RESOLUTION

By Co-Owners

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____, 201_ .

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: HIRONORI KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. FEH99-FEH111

By Operator

NOTICE IS HEREBY GIVEN that the undersigned requests the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned signed to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____ , 201__.

FORT ERIE HILLS CAPITAL MANAGEMENT INC.

Per: _____

Name:
Title:
I have authority to bind the Corporation.

Appendix 1

FORM OF ORDINARY RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____, 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: HIRONORI KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. FEH99-FEH111

Identification No. _____

SCHEDULE "3"

NOTICE OF REQUISITION OF SPECIAL RESOLUTION

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners to approve the Special Resolution attached hereto as Appendix I **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Special Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Special Resolution.

Dated the _____ day of _____, 201__.

Witness		**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: HIRONORI KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. FEH99-FEH111

Identification No. _____

Appendix I

FORM OF SPECIAL RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____, 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: HIRONORI KOBAYASHI
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. FEH99-FEH111

Identification No. _____

DECLARATION OF TRUST

Cert. No. FEH_JP_96bf57c6ff19504ff145e2a32991ea96

ID. 41318 UDI. FEH99-FEH111

Interest: 13/590TH

This is to certify that HIRONORI KOBAYASHI is the owner of an undivided beneficial 13/590TH interest (the "Interest") representing a value of One Hundred Thirty Thousand dollars of lawful money of Canada (C$130,000.00) in the real property located on 87 Crooks Street and 0 Thompson Road East, in the Town of Fort Erie, in the Province of Ontario, in the Country of Canada and legally described as BLK R W/S Crooks St. PL525, Village Of Bridgeburg; LT 84 W/S Crooks St. PL 525 Village Of Bridgeburg, PT BLK S W/S Crooks St. PL525 Village Of Bridgeburg; PT LOT 8 CON 2 Niagara River Bertie As In RO461513; Fort Erie (the "Property") and that FORT ERIE HILLS INC., as the registered holder of title to the Property, declares and acknowledges that it is holding title to the Property in trust for and on behalf of HIRONORI KOBAYASHI, to the extent of the Interest.

2494

Reference is made to the co-owners agreement (the "Agreement") dated for reference as of the 29TH day of August 2014 among the owner of the Interest named in the within Declaration of Trust, FORT ERIE HILLS INTERNATIONAL CANADA INC., FORT ERIE HILLS INC., FORT ERIE HILLS CAPITAL MANAGEMENT INC. and all other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of the Agreement. The Agreement provides for certain rights and obligations of the owners of undivided beneficial interest in the Property.

This Declaration of Trust and the Interest represented hereby are not transferable by delivery but only by the registered holder hereof, or by his agent duly authorized in writing, upon compliance with the provisions of the Agreement, including delivery to FORT ERIE HILLS INTERNATIONAL CANADA INC. at its principal office in Mississauga, Ontario, of this Declaration of Trust together with a duly executed transfer of beneficial interest in the form required by FORT ERIE HILLS INTERNATIONAL CANADA INC.

IN WITNESS WHEREOF FORT ERIE HILLS INC. and FORT ERIE HILLS INTERNATIONAL CANADA INC. have caused this Declaration of Trust to be signed by its duly authorized officers this 15TH day of MAY 2015.

FORT ERIE HILLS INC.

Per: D. Carl

Name:

Title:

I/We have authority to bind the Corporation

FORT ERIE HILLS INTERNATIONAL CANADA INC.

Per: D. Carl

Name:

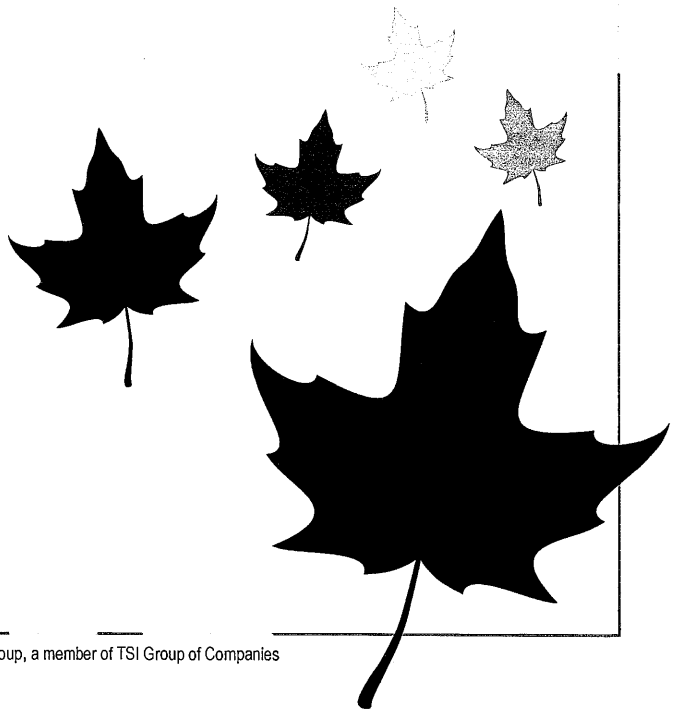
Title:

I/We have authority to bind the Corporation

JP 4321*
4/27/15

FORT ERIE HILLS INC.

MIZUE FUKIAGE



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UNIT IDENTIFICATION NO. FEH87-FEH98

AGREEMENT OF SALE AND PURCHASE dated the 18TH day of MARCH, 2015.

BETWEEN

MIZUE FUKIAGE,

Identification: DRIVER'S LICENSE (528500942092)

Address: 501 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Phone Number: 81-776-28-6655

(hereinafter referred to as the "**Purchaser**")

-and-

FORT ERIE HILLS INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario,

(hereinafter referred to as the "**Vendor**");

-and-

FORT ERIE HILLS INC.,
a corporation incorporated under the laws of the Province of Ontario

(hereinafter referred to as the "**Nominee**")

WHEREAS:

A. The Vendor is the beneficial owner of an undivided interest in a parcel of land described in Schedule "B" annexed to this Agreement (the "**Property**") and title to which Property is registered in the name of the Nominee.

B. The Vendor is engaged in the business of land banking, the prime focus of which is to locate and purchase raw land and to endeavour to rezone the land through the applicable land development process to an approved use determined by the Vendor to be suitable and appropriate in all of the circumstances, and to thereby enhance the value of the land.

C. The Purchaser acknowledges that rezoning of the Property is uncertain and may take many years to achieve, often six years or longer, and that there can be no assurance that rezoning will be obtained, or if obtained, to permit for such use or uses as were requested and/or otherwise on terms and conditions that are satisfactory.

D. The Vendor may from time to time sell undivided beneficial interests in the Property to various purchasers.

E. The Purchaser acknowledges that real estate investments are generally subject to various risks, including a lack of liquidity, the highly competitive nature of the real estate industry, changes in general economic conditions (such as the availability and cost of mortgage funds), conditions of supply and demand for any particular type of real estate in the particular area, government regulations and changes thereto (including uncertainties and delays in zoning, subdivision and development regulatory approval processes, taxation of

property and environmental legislation), changes in governments and the political environment in the jurisdiction where the real estate is located, and sensitivity to interest rates, among other factors.

F. The Purchaser acknowledges having had the opportunity to review this Agreement and its schedules with its advisors and to conduct such due diligence investigations as the Purchaser deemed appropriate with respect to all matters pertaining to the Property and to the Vendor.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. SALE OF UNDIVIDED BENEFICIAL INTEREST IN LAND

1.1 The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser a 12/590TH undivided beneficial interest in the Property (the "**Purchaser's Land Interest**").

1.2 The Purchaser's Land Interest will be identified by the following designated identification number: FEH87-FEH98

2. . PURCHASE PRICE

2.1 The Purchaser shall pay the aggregate sum of Ten Thousand Dollars of lawful money of Canada (C$10,000.00) for each 1/590TH undivided beneficial interest in the Property upon execution of this Sale and Purchase Agreement, of which Nine Thousand Five Hundred Dollars Only (C$9,500.00) of lawful money of Canada will be paid on account of the purchase price for such interest, and Five Hundred Dollars Only (C$500.00) of lawful money of Canada will be paid into a segregated account known as the "Concept Planning Fund" (the "**Concept Planning Fund**") to be used to defray costs, expenses and fees to be incurred in connection with the Property, as more particularly hereinafter described and as described in the Co-Owners Agreement (as such term is hereinafter defined).

2.2 The Purchaser hereby agrees to purchase the Purchaser's Land Interest for a total purchase price of ONE HUNDRED FOURTEEN THOUSAND DOLLARS ONLY of lawful money of Canada (C$114,000.00) (the "**Purchase Price**"), and to pay the amount of SIX THOUSAND DOLLARS ONLY of lawful money of Canada (C$6,000.00) into the Concept Planning Fund (the "**Concept Planning Fund Contribution**"). All references in this Agreement to payments of money being made shall mean lawful money of Canada.

2.3 The Purchase Price excludes applicable harmonized sales tax (the "**HST**") pursuant to the *Excise Tax Act*, R.S.C. 1985, c E-15, as amended (the "**ETA**") and the Purchaser agrees to pay the HST in addition to the Purchase Price and the Concept Planning Fund Contribution, unless the Purchaser has obtained and inserted (or instructed to be inserted) its HST registration number set forth below on the signing page of this Agreement, below its signature, prior to acceptance of this Agreement by the Vendor, in which case the Purchaser hereby represents and warrants that it is a registrant for HST purposes under the provisions of the ETA, under such registration number.

2.4 Included in the Purchase Price and the Concept Planning Fund Contribution, the Purchaser shall be responsible for the payment of land transfer tax ("**LTT**") under

the *Land Transfer Act*, R.S.O., c L.6. as amended (the "**LTTA**"), in the amount of NINE HUNDRED FIFTEEN DOLLARS AND EIGHTY FOUR CENTS of lawful money of Canada (C$915.84).

2.5 The Purchaser covenants to pay, make and submit all necessary payments, filings and remittances within the time periods required therefor under the provisions of the ETA, if applicable, and the LTTA, and the regulations thereunder. The Purchaser hereby authorizes the Vendor on behalf of the Purchaser and with the Purchaser's funds, to make any and all payments, filings and remittances within the time periods required therefore under the provisions of the ETA relating to HST, if applicable, and under the provisions of the LTTA relating to LTT required to be made by the Purchaser arising from its acquisition of the Purchaser's Land Interest. While the Vendor agrees to assist the Purchaser in submitting such payments, remittances and filings, for greater certainty, nothing herein contained shall oblige the Vendor to make any payments or remittances from its own resources or funds and all such payments and remittances and filings shall be the Purchaser's obligation.

2.6 Funds in the Concept Planning Fund shall be applied towards defraying future costs of every nature and kind related to the Property, including property management costs, costs, fees, and services incurred in connection with planning activities, development submissions, subdivision applications, operational costs and all other activities and matters concerning or related to the Property, as determined by the Operator (as such term is defined in the Co-Owners Agreement) which would be incurred by or on behalf of the Purchaser as a Co-Owner. The Concept Planning Fund is intended to be a deposit account. The Purchaser's proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Purchaser following completion of the sale of the Property. The Purchaser's proportionate share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of the Co-Owners Agreement) will be paid by the Purchaser (in its capacity as a Co-Owner) and deducted from its proportionate share of any sale proceeds receivable by it, if and when the Property is sold or otherwise disposed of.

3. PAYMENT OF THE PURCHASE PRICE

3.1 The Purchaser hereby agrees that the Purchase Price, the Concept Planning Fund Contribution, and all other amounts due and payable hereunder, shall be paid to the Vendor on the Closing Date (as hereinafter defined). Following the Closing Date, the Vendor shall deliver the Concept Planning Fund Contribution to the Operator for deposit into the Concept Planning Fund.

3.2 All payments of the Purchase Price, the Concept Planning Fund Contribution, and such other amounts shall be made through the appointed agent (the "**Vendor's Agent**"), the Vendor's authorised agent and representative in the jurisdiction of residence of the Purchaser, and the Vendor hereby directs the Purchaser to make all such payments to the Vendor's Agent, who is authorised by the Vendor to acknowledge receipt of the Purchase Price and other amounts paid hereunder.

4. CLOSING DATE, DELIVERIES, COSTS, NON-MERGER

4.1 The date on which this Agreement is signed by the Purchaser and is accepted and signed by the Vendor and the Nominee shall be the "**Closing Date**". On the Closing Date, in addition to delivering the Purchase Price and this Agreement, the Purchaser agrees to deliver to the Vendor's Agent a copy of the Co-Owners Agreement signed by the Purchaser.

FEH87-FEH98-41321

4.2 Within ninety (90) days after the Closing Date, the Vendor agrees to deliver to the Purchaser the following documents (the "**Closing Documents**"):

(a) this Agreement, duly executed by the Vendor and the Nominee;

(b) a Declaration of Trust (as hereinafter defined), duly executed by the Nominee; and

(c) the Co-Owners Agreement (as hereinafter defined), duly executed by the Nominee and Operator (as therein defined).

4.3 The Vendor shall pay for the cost of drafting and/or settling the Closing Documents. The Vendor shall not be obligated to pay any other costs associated with the purchase of the Purchaser's Land Interest.

4.4 This Agreement shall be irrevocable by the Purchaser for a period of 120 days following its execution and delivery to the Vendor or the Vendor's Agent. This Agreement shall only become binding upon the Vendor and the Nominee following the Vendor and the Nominee having each accepted this Agreement as signified by its respective execution of this Agreement where indicated below.

4.5 All representations, warranties and covenants of the Purchaser as set out in this Agreement shall not merge upon closing but shall survive closing and the Closing Date.

5. VENDOR REPRESENTATIONS AND WARRANTIES

5.1 The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in completing the sale and purchase transaction contemplated in this Agreement:

(a) the Vendor is the beneficial owner of the Purchaser's Land Interest with good and marketable title thereto, subject to Section 6.1;

(b) registered title to the Property and beneficial title to the Purchaser's Land Interest shall be good and marketable and clear and free from all mortgages, charges and financial liens on the Closing Date;

(c) the Vendor has the right, power and authority to sell the Purchaser's Land Interest as contemplated in this Agreement;

(d) the Vendor is a corporation properly constituted and in good standing under the laws of the Province of Ontario and the laws of Canada applicable therein; and

(e) the Vendor is not now and on the Closing Date will not be a non-resident of Canada within the meaning of the *Income Tax Act* (Canada), R.S.C. 1985, c.1 (5th Supp.), as amended from time to time.

6. EASEMENTS, LIENS, REGISTERED AGREEMENTS

6.1 Other than any mortgage, charge or financial lien which the Vendor is required to discharge pursuant to this Agreement, registered title to the Property, and beneficial title to the Purchaser's Land Interest, shall be subject to all other liens and encumbrances registered

on title to the Property on the Closing Date or which may be registered against the title to the Property after the Closing Date, including those registered in connection with the rezoning or development process relating to the Property, and including, without limitation, agreements with the applicable municipality or region, agreements with public regulated utilities, easements for the supply of domestic utility or telephone services to the Property or properties which are adjacent to the Property, easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the Property or its proposed development, other registered restrictions or covenants that run with the lands, and the restrictions and reservations in the Crown patent.

7. PURCHASER(S)' REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 The Purchaser represents and warrants to and covenants in favour of the Vendor as follows:

(a) there are no liens, mortgages, judgements, executions or other encumbrances, related to or attaching to the Purchaser's Land Interest or any part thereof;

(b) the Purchaser shall keep the Purchaser's Land Interest and every part thereof free and clear of all liens, mortgages, other encumbrances, judgements or executions. The Purchaser warrants and represents that all such liens, mortgages, judgements, executions other encumbrances, if any, shall be discharged and removed forthwith at the Purchaser's sole cost and expense and the Purchaser shall hold harmless the Vendor and all other beneficial owners of undivided interests in the Property from time to time against any and all claims, liabilities, actions, cause of actions, charges, demands and costs, including solicitors fees in connection therewith; and

(c) the Purchaser will not register or cause to be registered this Agreement, the Co-Owners Agreement, notice of this Agreement, notice of the Co-Owners Agreement, notice of the Purchaser's Land Interest, or any caution against title to the Property and the Purchaser shall forthwith remove and discharge any such registration at its costs and expense, failing which the Vendor may do so at the cost and expense of the Purchaser.

7.2 The foregoing warranties, representations and covenants of the Purchaser shall not merge on closing but shall survive closing and the Closing Date.

8. PURCHASER(S)' PARTICULARS, NATURE OF VESTING OF BENEFICIAL TITLE

8.1 The Purchaser agrees and confirms that the personal information provided in Schedule "A" annexed hereto is true, accurate and complete and agrees to inform the Vendor in writing forthwith of any change in any of the information therein provided.

8.2 If there is more than one person that comprises the Purchaser, then the Purchaser's Land Interest will be held as joint tenants with right of survivorship unless the box below is initialled by the Purchaser in which case the Purchaser's Land Interest will be deemed to be held as tenants-in-common, in the percentages noted therein.

[ ] Purchaser elects to hold Purchaser's Land Interest as tenants- in -common and not as joint tenants, as follows: _____ as to ___%, _____ as to ____%.

9. PRESENT STATE AND CONDITION OF PROPERTY

9.1 The Purchaser hereby agrees that the purchase of the Purchaser's Land Interest is on an "as is, where is basis" with no representations or warranties whatsoever made by the Vendor, other than as expressly set out in this Agreement.

10. TITLE INSURANCE

10.1 The Nominee as registered owner of the Property obtained title insurance upon acquiring the Property (the "**Title Insurance Policy**") in such form and in such amount and with such stipulations, limitations and qualifications respecting coverage as it deemed appropriate.

11. NOMINEE AS BARE TRUSTEE; DECLARATION OF TRUST

11.1 The Purchaser acknowledges that the registered title to the Property is held by the Nominee, as nominee and bare trustee for the Vendor to the extent of its undivided beneficial interest in the Property, and as nominee and bare trustee for others to the extent of their respective undivided beneficial interests in the Property, and that on completion of the transaction herein contemplated the Nominee will hold the registered title to the Property to the extent of the Purchaser's Land Interest as nominee and bare trustee for the Purchaser and others to the extent of their respective undivided beneficial interests in the Property.

11.2 The mailing address of the Nominee for receiving notices shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee may change its mailing address from time to time by giving notice in writing to that effect pursuant to the notice provisions contained in the Co-Owners Agreement.

11.3 The Nominee agrees to execute and deliver to the Purchaser a declaration of trust (the "**Declaration of Trust**") wherein it will confirm that, from and after the Closing Date, it is holding the title to the Property for and on behalf of the Purchaser, to the extent of the Purchaser's Land Interest, in the place and stead of the Vendor.

11.4 The Purchaser acknowledges that the registered title to the Property shall at all times be in the name of the Nominee.

12. NO RIGHT TO USE, OCCUPY OR ACCESS

12.1 The Purchaser agrees that it hereby waives all rights of use, occupation and rights of access to the Property, and any part thereof, in order to facilitate the future rezoning and ultimate subdivision and re-development of the Property, for the benefit of all Co-Owners. The provisions of this Section 12 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date.

13. CO-OWNERS AGREEMENT

13.1 The Purchaser agrees that concurrent with its execution and delivery of this Agreement, the Purchaser shall execute and deliver the agreement or a counterpart of the co-

owners agreement, a draft copy of which is annexed hereto as Schedule "C" (the "**Co-Owners Agreement**").

13.2 The Co-Owners Agreement shall govern, amongst other things, the following:

(a) the rights and obligations of the Purchaser, as owner and any other owners of undivided beneficial interests in the Property;

(b) any future sale, financing and/or development of the Property;

(c) procedures for consent and approvals by the Co-Owners (as such term is defined in the Co-Owners Agreement);

(d) appointing the Operator (as such term is defined in the Co-Owners Agreement) for and on behalf of the Co-Owners;

(e) the rights and obligations of the Operator of the Property;

(f) the obligation of the Nominee as registered holder of the title to the Property for an on behalf of the Co-Owners;

(g) the right to transfer or assign the Purchaser's Land Interest or any part thereof and the terms conditions to be satisfied with respect to any such assignment or transfer; and

(h) such other matters as are therein contained.

13.3 The Vendor shall not be obligated but shall have the right to retain an undivided beneficial interest in the Property to such extent as it may in its absolute discretion deem appropriate and thus be a co-owner thereof and with respect to such undivided beneficial interest it shall be subject to the terms of the Co-Owners Agreement and entitled to exercise the rights of a Co-Owner.

14. SUBDIVISION CONTROL PROVISIONS

14.1 The Vendor agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and this Agreement shall be effective to create an interest in the Property provided that the provisions of the *Planning Act* (Ontario) are complied with in connection with the transaction of sale and purchase of the Purchaser's Land Interest.

15. NO REPRESENTATIONS, WARRANTIES OR ADVICE

15.1 The Purchaser acknowledges that none of the Vendor, the Nominee, the Vendor's Agent nor anyone acting on its or their behalf has made any representations or warranties except as are expressly set forth in this Agreement or the Co-Owners Agreement, nor given any advice respecting the tax treatment relating to the purchase or disposition of the Purchaser's Land Interest or any part thereof or the Property, nor as to the timing of sale, rezoning or development of the Property nor with respect to any potential or anticipated profit to be derived or derivable from the Purchaser's Land Interest or the Property.

15.2 The Purchaser has been urged and advised to consult with the Purchaser's own respective advisors including legal and tax advisors, with respect to the purchase and other matters pertaining to the Property and the Purchaser's Land Interest and the Closing Documents.

16. SOURCE OF FUNDS

16.1 The Purchaser hereby represents, warrants, confirms and acknowledges that the source of the Purchaser's funds:

(a) are not derived directly or indirectly from any crime;

(b) are not linked directly or indirectly to any terrorists or against anti terrorist laws;

(c) are not embargoed funds; and

(d) are not obtained in violation of any laws or seeking to escape or avoid any tax laws;

16.2 The Purchaser covenants that all payments and remittances shall strictly comply , at its own expense, with all regulatory or exchange control provisions in force on the Closing Date and applicable to this Agreement.

16.3 The provisions of this Section 16 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date

17. NOTICES

17.1 All notices required hereunder shall be in writing and in the English language and may be served either personally upon the parties or by electronic transmission namely by fax or email addressed to the Parties at their respective last known addresses, fax number or email address.

18. HEIRS, ASSIGNS, ETC.

18.1 This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective heirs , administrators, executors, successors and permitted assigns; provided that, the Purchaser shall not be entitled to assign this Agreement or any of its rights hereunder without the prior written approval of the Vendor, which approval may be withheld in its absolute discretion.

19. SUPERCEDING AGREEMENT

19.1 This Agreement shall supercede any and all previous discussions, representations, agreements or understandings made by or on behalf of either of the parties hereto for or relating to the purchase and sale of the Purchaser's Land Interest.

20. SCHEDULES

20.1 Schedules "A", "B" and "C" annexed hereto form an integral part of this Agreement and shall be read together with this Agreement.

21. COUNTERPARTS

21.1 This Agreement may be executed in any number of counterparts and by original or facsimile signature with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement.

22. LAWS AND JURISDICTION-ONTARIO

22.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

23. CAPTIONS

23.1 The captions of the sections of this Agreement are for convenience only and do not amplify or limit in any way the provisions hereof.

24. EFFECT OF PARTIAL INVALIDITY ON THIS AGREEMENT

24.1 In the event that any provision of this Agreement is illegal, void or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

25. FACSIMILE DOCUMENTS

25.1 The parties agree to accept facsimile executed documents, including Closing Documents, as if they were originally signed documents.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SET OUT BELOW.

WITNESSED BY:

DATE OF EXECUTION: 2015-03-18

THE PURCHASER

CHIAKI HAYASHI
Print Name of Witness

MIZUE FUKIAGE
Print Name of Purchaser

SIGNATURE OF WITNESS Chiaki Hayashi
Signature of Witness

SIGNATURE OF PURCHASER Mizue Fukiage
Signature of Purchaser

Witness Identification Number

HST Number:

825870934RT0001

FEH87-FEH98-41321

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DATE OF EXECUTION: 2015-5-15
THE VENDOR:
FORT ERIE HILLS INTERNATIONAL CANADA INC.

Per: D. Lane.

Name:
Title:
HST Number: 836366583 RT0001

I/We have the authority to bind the Corporation.

DATE OF EXECUTION: 2015-5-15

THE NOMINEE:
FORT ERIE HILLS INC.

Per: D. Lane.

Name:
Title:
I/We have the authority to bind the Corporation.

SCHEDULE "A" – PURCHASER(S) PARTICULARS

Information Concerning Purchaser:

PURCHASER:

Full Name: MIZUE FUKIAGE

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: 501 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Home Telephone: 81-776-28-6655 Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: mizue@kobird.co.jp

Country of Birth: JAPAN

The following have been provided to the Vendor:

(✓) Driver's Licence ( ) Passport ( ) Other_____

SCHEDULE "B" – PROPERTY and NOMINEE

LEGAL DESCRIPTION OF PROPERTY

Lands and premises located on 87 Crooks Street and 0 Thompson Road East, in the Town of Fort Erie, in the Province of Ontario, in the Country of Canada and legally described as BLK R W/S Crooks St. PL525, Village Of Bridgeburg; LT 84 W/S Crooks St. PL 525 Village Of Bridgeburg, PT BLK S W/S Crooks St. PL525 Village Of Bridgeburg; PT LOT 8 CON 2 Niagara River Bertie As In RO461513; Fort Erie

FORT ERIE HILLS INC.

REGISTERED HOLDER OF LEGAL TITLE TO PROPERTY

Office: 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3

Tel No: 1-905-602-7463

Fax No: 1-905-602-7460

SCHEDULE "C" – CO-OWNERS AGREEMENT

UNIT IDENTIFICATION NO. FEH87-FEH98

CO-OWNERS AGREEMENT

FORT ERIE HILLS INC.

THIS CO-OWNERS AGREEMENT is dated the 29TH day of August 2014.

BETWEEN:

MIZUE FUKIAGE,

Identification:DRIVER'S LICENSE (528500942092)

Address:501 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

(hereinafter referred to as the "**Purchaser**")

-and-

FORT ERIE HILLS INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Nominee**")

-and-

FORT ERIE HILLS INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Vendor**")

-and-

FORT ERIE HILLS CAPITAL MANAGEMENT INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Operator**")

-and-

All other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of this Agreement

(hereinafter collectively referred to as the "**Co-Owners**")

WHEREAS:

1. Pursuant to a Sale and Purchase Agreement, the Vendor has sold to the Purchaser, and the Purchaser has purchased from the Vendor, an undivided beneficial interest in the Property;

2. The Nominee is the registered owner of the Property and has agreed to hold the Property as nominee and bare trustee for and on behalf of the Co-Owners from time to time;

3. Every purchaser of an undivided beneficial interest in the Property, every assignee of such purchaser, and every assignee of each such assignee, is required to execute and deliver a counterpart of this Agreement and shall be bound as a Co-Owner pursuant thereto; and

4. This Agreement sets forth the provisions which govern the Co-Owners' ownership of undivided beneficial interests in the Property and any future sale, financing and/or development with the Property and their respective undivided beneficial interests therein.

NOW THEREFORE in consideration of the payment of the sum of One Dollar ($1.00) and other good and valuable consideration now paid by each party to the other, the receipt of which is hereby acknowledged, and of the premises and the mutual covenants herein contained, the parties hereto hereby covenant and agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall be deemed to have the following meanings:

(a) "**ASPE**" shall have the meaning ascribed thereto in Section 16 of this Agreement;

(b) "**Additional Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(c) "**this Agreement**", "**hereof**", "**herein**," "**hereunder**" and words to like effect, refer to this Co-Owners Agreement as a whole and not to any particular provision, as it may be amended, supplemented and/or restated from time to time;

(d) "**Business Day**" means any day of the week other than a Saturday, Sunday or a day which is a statutory holiday, in Ontario, Canada;

(e) "**Concept Planning Fund**" shall have the meaning ascribed thereto in Section 18 of this Agreement;

(f) "**Co-Owners**" means the owners from time to time of Interests and who have signed a counterpart of this Agreement, and shall include the Purchaser, as well as the Vendor to the extent that it retains any Interest, and "**Co-Owner**" means any of the Co-Owners;

(g) "**Co-Owners Record**" has the meaning ascribed thereto in Section 11 of this Agreement;

(h) "**CRA**" means the Canada Revenue Agency, established pursuant to the *Canada Revenue Agency Act*, S.C. 1999, c. 17, which administers tax laws of Canada, including under the *Income Tax Act*, for the Government of Canada;

(i) "**Declaration of Trust**" means the declaration of trust executed by the Nominee concurrently with the completion by a Co-Owner of the purchase from the Vendor of an Interest and pursuant to which the Nominee declares and confirms that it holds registered title to the Property in trust for and on behalf of such Co-Owner, to the extent of such Co-Owner's respective Interest. For greater certainty, "**Declaration of Trust**" includes the declaration of trust executed by the Nominee upon the completion by a Co-Owner of the Transfer of an Interest to a transferee in accordance with the provisions of this Agreement, and includes the declaration of trust executed by the Nominee in favour of the Vendor at the time of its acquisition of the Property;

(j) "**Designated Person**" shall have the meaning ascribed thereto in Section 10 of this Agreement;

(k) "**Dispute**" shall have the meaning ascribed thereto in Section 31 of this Agreement;

(l) "***Excise Tax Act***" means the *Excise Tax Act* (Canada), as amended from time to time, including the regulations made pursuant thereto;

(m) "**HST**" means the harmonized sales tax payable pursuant to the *Excise Tax Act*, including the Province of Ontario's portion thereof;

(n) "***Income Tax Act***" means the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.), as amended from time to time, including the regulations made pursuant thereto;

(o) "**Initial Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(p) "**Interest**" means the undivided beneficial interest in the Property purchased by a Co-Owner pursuant to a Sale and Purchase Agreement, and includes any undivided beneficial interest in the Property continued to be owned by the Vendor, and "**Interests**" means every Interest;

(q) "***Land Transfer Tax Act***" means the *Land Transfer Tax Act*, R.S.O. c.L.6, as amended;

(r) "**LTT**" means the land transfer tax payable pursuant to the *Land Transfer Tax Act*;

(s) "**Net Income**" shall have the meaning attributed thereto in Section 6(j) of this Agreement;

(t) "**Notice Requisitioning an Ordinary Resolution**" shall have the meaning attributed thereto in Section 8 of this Agreement;

(u) "**Notice Requisitioning a Special Resolution**" shall have the meaning attributed thereto in Section 10 of this Agreement;

(v) "**Offer**" shall have the meaning attributed thereto in Section 19 of this Agreement;

(w) "**Operator**" means FORT ERIE HILLS CAPITAL MANAGEMENT INC., or the Designated Person that may be appointed as the Operator's replacement as determined in accordance with Section 10 of this Agreement**;**

(x) "**Ordinary Resolution**" means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 51% of the aggregate Interests in the Property;

(y) "**Planning Activities**" means the reports, plans, studies, audits, assessments, investigations, legal proceedings, procedures, filings, submissions, applications and/or any other actions taken or made in respect of or in furtherance of the rezoning of, or other land use planning matters related to, the Property;

(z) "**Property**" means the real property legally described on Schedule "1" annexed hereto;

(aa) "**Retained Interest**" shall have the meaning attributed thereto in Section 23 of this Agreement;

(bb) "**Sale and Purchase Agreement**" means the agreement of sale and purchase, or an agreement substantially in the form of the agreement of sale and purchase, entered into

between the Vendor, as vendor, and each Co-Owner (other than the Vendor), as purchaser, pursuant to which each Co-Owner agreed to acquire its respective Interest in the Property. **"Sale and Purchase Agreements"** means every Sale and Purchase Agreement;

(cc) **"Special Resolution"** means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 85% of the aggregate Interests in the Property;

(dd) **"Transfer"** shall have the meaning ascribed thereto in Section 11 of this Agreement; and

(ee) **"Vendor"** means FORT ERIE HILLS INTERNATIONAL CANADA INC.

2. INTERPRETATION

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) the division of this Agreement into Articles, paragraphs, subparagraphs and schedules and the insertion of headings are provided for convenience only and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;

(b) all references to currency herein are references in Canadian dollars;

(c) any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto;

(d) any reference to an entity shall include and shall be deemed to be a reference to any entity that is a successor to such entity;

(e) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

3. TITLE

Legal title to the Property shall be held in the name of the Nominee, which shall hold such title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Vendor, to the extent of its Retained Interest, if any.)

4. MAILING ADDRESSES

The mailing address of the Nominee, the Vendor and the Operator shall be 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario, Canada L4Z 3M3, provided that the Nominee, the Vendor and/or the Operator may change its mailing address from time to time by giving notice in writing to that effect to all Co-Owners, pursuant to the notice provisions contained in this Agreement.

5. REPRESENTATIONS AND WARRANTIES OF THE NOMINEE AND OPERATOR

(a) The Nominee represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite power, capacity and corporate authority to act as nominee and to perform its obligations under this Agreement;

(iii) it shall not carry on any business other than for the purposes set forth in this Agreement;

(iv) it holds and shall continue to hold legal title to the Property as nominee and bare trustee for and on behalf of each Co-Owner to the extent of each Co-Owner's Interest; and

(v) it shall only deal with the Property in the manner and as provided for in this Agreement.

(b) The Operator represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite capacity and corporate authority to act as Operator, and to perform its obligations under this Agreement; and

(iii) it shall comply with its obligations as provided for in this Agreement.

6. OPERATION AND MANAGEMENT OF THE PROPERTY

The Co-Owners hereby appoint the Operator and the Operator hereby accepts the appointment as the operator and manager of the Property and agrees to undertake such Planning Activities as the Operator may determine in its discretion, acting reasonably, are required to rezone the Property to such use or uses as the Operator shall determine, acting reasonably, and in the best interest of the Co-Owners. The Operator agrees to carry out such Planning Activities and to operate and manage the Property in good faith and in the best interest of the Co-Owners. The Operator agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and to proceed diligently to make all necessary applications to rezone the Property to such use or uses as the Operator shall determine, in its reasonable discretion, and to use its reasonable commercial efforts, at the cost and expense of the Co-Owners, with such costs to be defrayed out of the Concept Planning Fund initially, to obtain all necessary approvals and consents from applicable governmental authorities in connection therewith. Subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have such general powers and authority to administer, manage, control, operate, finance, refinance, develop, lease, grant easements and other rights in, under and over, the Property and to do any act, take any proceeding, make any decision and execute and deliver any instrument, deed, agreement, affidavit or document necessary for or incidental to any of the foregoing, for and on behalf and in the name of the Co-Owners, or as the Co-Owners may so direct by Special Resolution. No person dealing with the Operator

FEH87-FEH98-41321

will be required to enquire into the authority of the Operator to do any act, take any proceeding, make any decision or execute and deliver any instrument, deed, agreement or document for or on behalf or in the name of the Co-Owners.

Without limiting the generality of the foregoing provisions of this Section 6, but subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have the following specific powers and authorities without further authority or approval from the Co-Owners:

(a) to engage such professional advisers and consultants as the Operator considers advisable in order to perform its duties hereunder;

(b) to open and operate one or more bank accounts in its name, as agent for the Co-Owners in respect of the Property with a Canadian chartered bank or trust company, into which the Operator may deposit all rentals, if any, and other income earned from the Property (if any) (which for greater certainty shall not include the Concept Planning Fund), and out of which account(s) all expenses properly relating to the Property shall be paid, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of such funds to cover all such expenses;

(c) to execute, deliver and carry out all other agreements which require execution by or on behalf of the Co-Owners with respect to the Property, including without limitation, any agreements required by any governmental or statutory authority having jurisdiction over or with respect to the Property, development agreements, site plan agreements, cost sharing agreements, easements and rights of way;

(d) to enter into lease and/or tenancy arrangements in respect of the Property or any part thereof and to collect all rentals and other income therefrom, if any, provided that nothing herein shall constitute a guarantee by the Operator of the payment of any rent by tenants;

(e) to pay all taxes, fees and other expenses relating to the orderly maintenance and management of the Property out of the Concept Planning Fund, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of funds to cover all such expenses;

(f) to commence or to defend on behalf of the Co-Owners, the Nominee, or itself, any and all actions and other proceedings pertaining to the Property or to the Co-Owners;

(g) to determine the amount and type of insurance coverage, if any, to be maintained in order to protect the Property and the Co-Owners from all usual perils of the type covered in respect of comparable properties and in order to comply with the requirements of any lenders of funds;

(h) to retain, employ and pay and discharge on behalf of the Co-Owners all servants, employees, advisors, consultants and/or contractors necessary to be retained for the management and operation of the Property, including, without limitation, for matters relating to its rezoning and development;

(i) to contract on behalf of the Co-Owners for water, gas, electricity and other utility services and commodities, including cable and telephone services necessary for the development, operation and maintenance of the Property; and

(j) to distribute the Net Income from the ownership, operation, use, financing, refinancing, and/or sale of the Property (if any) to each Co-Owner, proportionate to its respective Interest. For the purposes of this Agreement, "**Net Income**" shall mean the gross receipts (which, for greater certainty, shall not include the Concept Planning Fund) derived in any way from dealing with the Property, received by or on behalf of the Co-Owners from the ownership, operation, use, leasing, financing, refinancing, sale of, and/or development and/or any other dealing with of the Property, minus the aggregate of all proper expenses and charges incurred in connection therewith, calculated on an accrual basis, including:

(i) payment of principal and interest owing to mortgagees or other encumbrancers, or other lenders;

(ii) realty taxes, property tax assessments, charges or levies made by any duly constituted governmental or statutory authority, due and owing and secured by a right or apparent right to claim a lien or charge upon the Interests, or any of them, or the Property, and money due and owing from improvements to the Property secured by a lien or charge in favour of materialmen or workmen or trade contractors or other like persons or corporations upon the Interests, or any of them, or the Property;

(iii) all costs and expenses of any sale, financing or refinancing;

(iv) all development costs and expenses;

(v) all costs and expenses of operating, maintaining, leasing, managing, using, and/or developing the Property, and the costs and expenses of repair;

(vi) lighting, electricity and public utilities costs and expenses;

(vii) professional fees reasonably attributed to the Property, its operation, use, financing, refinancing, sale and/or development;

(viii) all other costs, expenses or disbursements which are properly attributable to the Property, except payments to the Co-Owners on account of capital or distribution of Net Income; and

(ix) reserves in such amount as deemed appropriate by the Operator from time to time, including without limitation for the purposes of replacement of major equipment, major renovations and repairs, leasehold improvements, marketing costs and any other reserves normally required for the prudent operation, use, financing, refinancing, sale and/or development of a like property.

Each Co-Owner shall have a proportionate beneficial interest in all of the gross cash receipts derived from the Property and shall be responsible for its proportionate share of the expenses and charges incurred in connection with the Property, in each case proportionate to its respective Interest. Each Co-Owner hereby irrevocably directs the Operator to pay its proportionate share of such expenses and charges out of its proportionate share of such gross cash receipts, as well as out of the Concept Planning Fund.

Each Co-Owner hereby confirms and acknowledges that neither the Operator nor any of its officers, directors, employees, advisors, consultants, agents or representatives has made any warranty or representation, or given any advice:

(k) as to or in respect of the tax treatment of the purchase, disposition or holding of the Interest by a Co-Owner; or

(l) as to the timing of the rezoning or sale or development of the Property or the returns attainable by the Co-Owners upon a sale or lease of or other dealing with the Property.

Each Co-Owners acknowledges that he has been advised to seek his own independent legal and tax counsel prior to entering into a Sale and Purchase Agreement and this Agreement.

7. AUTHORITY TO WITHHOLD

The Operator is authorized to withhold any amounts required to be withheld from any distribution or other payment to a Co-Owner pursuant to the provisions of the *Income Tax Act* and to make payment of any such amount on behalf of a Co-Owner to the CRA, on account of taxes as may be required by law.

8. POWERS EXERCISABLE BY ORDINARY RESOLUTION

Notwithstanding anything to the contrary contained in this Agreement, the following powers shall only be exercisable by the Operator after an Ordinary Resolution is passed by the Co-Owners:

(a) approving the sale or exchange of all or any part of the Property (other than the sale of Interests by the Operator pursuant to Sale and Purchase Agreements);

(b) approving a proposal or plan to develop the Property;

(c) subject to Section 17, consenting to the amendment of this Agreement, provided that, no amendment to this Agreement shall impose or increase any financial or other obligations upon any of the Nominee of the Operator, or in any way adversely affect the Nominee or the Operator, without the prior written approval of the Nominee or the Operator, as the case may be;

(d) approving or ratifying the making of an Additional Advance by the Operator, in accordance with Section 18; or

(e) requiring that the financial statements for the Property be audited.

Other than a matter which under the terms of this Agreement requires a Special Resolution, the Operator may at any time and from time to time by notice in writing to all Co-Owners substantially in the form annexed hereto as Schedule "2" (the "**Notice Requisitioning an Ordinary Resolution**") request the Co-Owners to consider and approve any matter relating to the Property not requiring a Special Resolution. The Notice Requisitioning an Ordinary Resolution shall specify with reasonable detail the matter to be approved by the Co-Owners.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution. If the Operator fails to deliver such Notice Requisitioning an Ordinary Resolution within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or a group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the

Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution which the Operator failed to deliver within the time provided in this Section 8 for the Operator to do so.

9. POWERS EXERCISABLE BY SPECIAL RESOLUTION

The following powers shall only be exercisable by Special Resolution passed by the Co-Owners:

(a) terminating the appointment of the Operator and appointing a new Operator from time to time, in accordance with the provisions of Section 10;

(b) instituting or continuing an action or suit against the Operator for damages based upon the fraud or gross negligence of the Operator in the performance of its obligations under this Agreement;

(c) requiring the Operator to remove the incumbent independent firm of chartered accountants qualified in Canada appointed pursuant to Section 16 and requiring the Operator to appoint a replacement; or

(d) apppointing a replacement for the Nominee in the event that the Nominee should be wound up or dissolved or be declared a bankrupt, such replacement to hold legal title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Operator if it retains any Retained Interest.)

10. CONTROL AND AUTHORITY VESTS WITH CO-OWNERS

The Co-Owners may by Special Resolution terminate and remove the Operator (in its capacity as Operator and not as a Co-Owner)and appoint a new Operator in its place and stead. Such new Operator shall be bound by all of the terms of this Agreement and shall execute an agreement confirming that it is bound under this Agreement as if it was an original signatory thereto.

Upon termination, the Operator terminated shall forthwith upon request of the person designated in the Special Resolution as the replacement Operator (the "**Designated Person**") do the following:

(a) deliver all agreements, documents, instruments, books and records and writings relating to the Property in its possession to the Designated Person, including, without limitation, the Co-Owners Record;

(b) execute and deliver such consents, acknowledgements and assignments pertaining to the Property and any Planning Activities as the Designated Person may require;

(c) cause its representatives on the board of directors of the Nominee to execute resignations as directors and officers forthwith after being required to do so by the Designated Person, provided the Nominee shall continue to indemnify such directors and officers in accordance with its by-laws in existence at the date hereof;

(d) execute and deliver a release in form and content satisfactory to the Designated Person, acting reasonably, releasing the Nominee and the Co-Owners from any liability, provided that: (i) the release by the Operator shall not release the Co-Owners from their obligation to continue to indemnify the Operator pursuant to Section 21 hereof; and (ii) the

FEH87-FEH98-41321

Operator receives a release in form and content satisfactory to the Operator, acting reasonably, executed by the Nominee and by the Designated Person for and on behalf of itself and each of the Co-Owners, releasing the Operator from any liability, and the Co-Owners expressly acknowledge and agree that the Designated Person shall have the power and authority to deliver such release, without any further approval or authorization required from the Co-Owners;

(e) do all things necessary and execute all necessary documents to effect the change of shareholders of the Nominee as directed by the Designated Person; and

(f) otherwise co-operate and assist to carrying out and giving effect to each of the actions set out in Section 10(a), (b), (c), (d) and (e) above.

The Operator may at any time and from time to time by notice in writing, substantially in the form annexed hereto as Schedule "3" (the "**Notice Requisitioning a Special Resolution**") to all Co-Owners, request the Co-Owners to consider and approve any matter relating to the Property requiring a Special Resolution pursuant to the terms of this Agreement. The Notice Requisitioning a Special Resolution shall specify with reasonable detail the matter to be considered and approved by Special Resolution.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning a Special Resolution with respect to any matter relating to the Property, including any matter requiring a Special Resolution pursuant to this Agreement. If the Operator fails to deliver such Notice Requisitioning a Special Meeting within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the Notice Requisitioning a Special Resolution which the Operator failed to deliver within the time provided in this Section 10 for the Operator to do so.

11. CO-OWNERS RECORD AND TRANSFERS OF INTEREST

The Operator shall record and at all times maintain and keep up to date a record of the names, addresses and other contact information for the Co-Owners, and the Interest held by each of the Co-Owners as well as particulars of any Transfer of Interests (collectively, the "**Co-Owners Record**").

No Co-Owner shall sell, transfer, assign, mortgage, pledge, grant a security interest or otherwise encumber or dispose of its Interest in the Property (each, a "**Transfer**"), except in compliance with any applicable requirements of the *Securities Act* (Ontario) and any other applicable legislation and otherwise in accordance with the provisions of this Agreement, if and to the extent required.

A Co-Owner may Transfer an Interest or part thereof provided that such Co-Owner complies and satisfies each of the following conditions:

(a) the transferor first delivers to the Operator an original or notarial copy of the executed document or instrument effecting the Transfer which shall be in such form as may be acceptable to the Operator, acting reasonably;

(b) the transferee agrees in writing and in such form as may be acceptable to the Operator, to be bound by the terms of this Agreement and upon completion of the Transfer to

FEH87-FEH98-41321

assume the obligations of the transferor under this Agreement in respect of the Interest subject to the Transfer;

(c) the transferor delivers or causes to be delivered to the Operator a direction addressed to both the Nominee and the Operator, in form and substance satisfactory to the Operator and the Nominee, directing the Nominee to execute and deliver a Declaration of Trust for the Interest subject to the Transfer in favour of the transferee;

(d) the transferee pays such costs, expenses and disbursements, including legal fees, as are reasonably incurred by the Operator by reason of the Transfer;

(e) the transferee pays all applicable HST pursuant to the *Excise Tax Act*, and all applicable LTT pursuant to the *Land Transfer Tax Act*, and makes or causes to be made any and all necessary filings, payments and remittances within the time periods required therefor under the provisions of the *Excise Tax Act* and the *Land Transfer Tax Act* and the respective regulations thereunder;

(f) the transferor either provides the transferee with evidence reasonably satisfactory to the transferee that the transferring Co-Owner is not then a "non-resident" of Canada within the meaning of the *Income Tax Act* or provide the transferee with a certificate pursuant to subsection 116(2) of the *Income Tax Act* with a certificate limit in an amount not less than the purchase price for the Interest subject to the Transfer; provided that if such evidence or certificate is not forthcoming, the transferee shall be entitled to make the payment of tax required under section 116 of the *Income Tax Act* and to deduct such payment from the purchase price for the Interest subject to the Transfer;

(g) the transferee executes and delivers to the Operator a counterpart of the Agreement; and

(h) the transferor provides such other documents, agreements, acknowledgements and confirmations as may be required by the Operator or by law (including compliance by the transferring Co-Owner with the provisions of the *Securities Act* (Ontario) if and to the extent applicable).

When a transferee of an Interest is entitled to become a Co-Owner pursuant to the provisions hereof, the Operator will:

(i) record a Transfer of the Interest; and

(j) forward a Declaration of Trust to the transferee in respect of the Interest so transferred.

For the avoidance of doubt, a Transfer by Co-Owner may include a transfer into trust, in which case the terms "sale and purchase agreement", "Purchaser", "purchase", "purchased", and "sale", wherever such terms appear in this Agreement, shall be read so as to recognize that such Transfer is not a purchase and sale transaction between a Co-Owner and a purchaser but a transaction in the nature of a transfer into trust by the transferring Co-Owner to a trustee. Nothing in this Section 11 shall be construed to affect the provisions of Section 12 of this Agreement.

12. OPERATOR NOT BOUND TO SEE TO TRUST OR EQUITY

Other than pursuant to the terms of the Declaration of Trust, the Operator shall not be bound to see to the execution of any trust, express, implied or constructive, or any charge, pledge or equity to which any Interest is subject, or to ascertain or inquire whether any sale or transfer of any such Interest by any Co-Owner or by his personal representatives is authorized by such trust, charge, pledge or equity, or to recognize any person having any interest therein except for the person or persons recorded by the Operator as the Co-Owner.

13. INCAPACITY, DEATH, INSOLVENCY OR BANKRUPTCY

Where a person becomes entitled to an Interest by incapacity, death, insolvency or bankruptcy of a Co-Owner or otherwise by operation of law, in addition to the requirements of Section 11 hereof, that person will not be recorded as or become a Co-Owner until:

(a) he produces evidence satisfactory to the Operator of such entitlement; and

(b) he has delivered such other evidence, approvals and consents in respect of such entitlement as the Operator may require and as may be required by applicable law or by this Agreement.

14. DECLARATIONS OF TRUST

A separate Declaration of Trust shall be executed and delivered by the Nominee to each Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of a Co-Owner to the extent of the Co-Owner's Interest. Provided that the Transfer of an Interest has been effected in accordance with the provisions of Section 11 of this Agreement, a separate Declaration of Trust shall be executed and delivered by the Nominee to each transferee Co-Owner of an Interest from a transferring Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of the transferee Co-Owner to the extent of such Co-Owner's Interest.

15. LOST DECLARATIONS OF TRUST

Where a Co-Owner by notice in writing advises the Operator that the Declaration of Trust with respect to such Co-Owner's Interest has been defaced, lost or destroyed or wrongly taken, the Operator may cause a new Declaration of Trust to be issued, provided that the Co-Owner files with the Operator an indemnity in such form as is satisfactory to the Operator to indemnify the Operator, the Nominee and the other Co-Owners from any loss, cost, liability or damages that it or they may incur or suffer by complying with the request to issue a new Declaration of Trust, and provided further that the Co-Owner satisfies all other reasonable requirements of the Operator, including delivery of a form of proof of loss.

16. BOOKS AND RECORDS AND FINANCIAL REPORTS

The Operator will keep or cause to be kept on behalf of the Co-Owners at the Operator's principal place of business in Ontario:

(a) full and accurate books of account and records of all financial transactions relating to the Property including, without limitations, the receipts and expenditures relating to the Property and the Concept Planning Fund;

(b) the Co-Owners Record setting out the name and address of each Co-Owner; and

(c) copies this Agreement and all counterparts.

At any time upon 10 Business Days written notice to the Operator a Co-Owner may request the Operator to examine any of the documents noted in clauses (a) and (b) above at the office of the Operator and may take copies thereof provided that such requesting Co-Owner pays the reasonable cost to the Operator for making such copies, provided further that any such requesting Co-Owner shall have first provided an affidavit and undertaking, in form and substance satisfactory to the Operator, acting reasonably, duly sworn before a notary public or other individual authorized to administer oaths in the jurisdiction of residence of the

Purchaser, stating: (aa) the name and address of such requesting Co-Owner, and that the Co-Owner is a Co-Owner; (bb) that the Co-Owners Record shall not be used by the requesting Co-Owner or any other person except in connection with a *bona fide* effort to influence the voting by Co-Owners on an Ordinary Resolution or a Special Resolution; (ccc) that the information so provided is subject to applicable privacy rules and regulations; (ddd) that none of the information provided pursuant to clause (a) above shall be disclosed by or on behalf of the requesting Co-Owner to any person who is not a Co-Owner, that such information is proprietary to the Operator and the Co-Owners, and that its disclosure could cause irreparable harm to the other Co-Owners and the Operator; (eee) that the requesting Co-Owner will not, directly or indirectly, offer for sale or purchase, or otherwise traffic in, a list or copy of a list of the Co-Owners or any information contained in the Co-Owners Record; (fff) the requesting Co-Owner acknowledges and agrees that in the event of a breach of any of the covenants, provisions and restrictions in affidavit, the Co-Owners' and Operator's remedy in the form of monetary damages may be inadequate and that the Operator, for itself and on behalf of the other Co-Owners, shall be authorized and entitled, in addition to all other rights and remedies available to it and them, to apply for and obtain from any court of competent jurisdiction interim and permanent injunctive relief and an accounting of all profits and benefits arising out of such breach; and (ggg) that the requesting Co-Owner shall indemnify and hold harmless the Operator and the Nominee and the other Co-Owners from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee or the other Co-Owners by reason of any breach by such requesting Co-Owner of any of the covenants, provisions and restrictions contained in the affidavit.

The Operator shall provide or cause to be provided to each Co-Owner not later than 120 days after the end of each calendar year, financial statements showing the financial results for the Property for such calendar year. The Operator shall retain, at the expense of the Co-Owners, an independent firm of chartered accountants qualified in Canada to prepare such financial statements. Such financial statements shall contain a balance sheet, and a statement of cash flows and shall be prepared in accordance with Canadian accounting standards for private enterprises ("**ASPE**") applicable to the real estate industry in Canada and applied on a consistent basis from year to year. The financial statements shall not be required to be audited unless the Co-Owners by Ordinary Resolution require audited financial statements. For greater certainty, the funds in the Concept Planning Fund are hereby recognized as being the funds of the Operator, not of the Co-Owners.

17. AMENDMENT OF AGREEMENT

This Agreement may be amended in writing on the initiative of the Operator with the consent of the Co-Owners given by Ordinary Resolution. Notwithstanding the foregoing, the Operator may, without any prior notice to or consent from the Co-Owners amend any provision of this Agreement from time to time:

(a) to cure an ambiguity or to correct or supplement any provision contained herein which, in the reasonable opinion of the Operator, may be defective or inconsistent with any other provision contained herein, and with respect to which the cure, correction or supplemental provision does not and will not adversely affect the Interests of the Co-Owners; or

(b) to make such other provisions in regard to matters or issues relating to or arising under this Agreement which, in the reasonable opinion of the Operator, do not and will not adversely affect the Interests of the Co-Owners.

The Operator agrees to inform the Co-Owners by written notice within 60 days following the effective date of an amendment to this Agreement and provide copies of the amending agreement within the said 60 days.

18. PLANNING ACTIVITIES AND CONCEPT PLANNING FUND

As agent for the Vendor, the Operator shall deposit an amount equivalent to the Concept Planning Fund Contribution (as such term is defined in each Sale and Purchase Agreement) received by the Vendor under every completed Sale and Purchase Agreement into a single, segregated account (the "**Concept Planning Fund**") to be in the name of the Operator and to be used by the Operator solely for the purpose of paying the costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities, and those costs and expenses enumerated in Section 6(j) of this Agreement.

The Concept Planning Fund is intended to be a deposit account. Each Co-Owner's respective proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Co-Owner following completion of the sale of the Property. Each Co-Owner's share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of this Agreement) will be paid by the Co-Owner and deducted from his proportionate share of any sale proceeds receivable by him, if and when the Property is sold or otherwise disposed of. Each Co-Owner hereby irrevocably authorizes and directs the Operator to withhold from his proportionate share of any amounts otherwise receivable by it under this Agreement the amount of any such shortfall, and to pay such amount to the Operator.

The Operator shall keep proper and accurate records and details of all expenses paid out of the Concept Planning Fund, and at the request of the Vendor, provide access to the Vendor's representatives to such records and details of expenses to permit the Vendor to satisfy itself that such expenses were paid in accordance with the provisions of this Agreement.

The Operator shall prepare, perform and take or cause to be prepared, performed and taken all Planning Activities as it determines in its reasonable discretion are necessary for and on behalf of the Co-Owners including, without limitation, the following:

(a) surveys and concept plans in connection with the rezoning of the Property;

(b) in the reasonble discretion of the Operator, engage all consultants and professionals including, without limitation, legal counsel with respect to rezoning of the Property or any other Planning Activities;

(c) enter into or request the Nominee to enter into and deliver any documents, consent, acknowledgements or agreements including, without limitation, easements, rights in the nature of an easement, transfers, undertakings, applications, appeals and/or any other similar or related agreements or documents which may be required in the reasonable discretion of the Operator in connection with the Planning Activities;

(d) pay for all costs and expenses associated with Planning Activities, municipal property taxes and the cost of maintaining the Property, out of the Concept Planning Fund, and if insufficient, out of additional funds provided by the Co-Owners; and

(e) keep detailed records and accounts for or pertaining to the Planning Activities.

If the amount set aside in the Concept Planning Fund is not sufficient to defray all costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities and those costs and expenses enumerated in Section 6(j) of this Agreement, the Operator, in the exercise of its absolute discretion, and without the approval of the Co-Owners, may advance to the Co-Owners an amount or amounts on account of such shortfall to a maximum of 5% of the aggregate purchase prices paid by all Co-Owners for their respective Interests(collectively, the "**Initial Advance**"). The Initial Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance made to the Co-Owners out of the proceeds of the sale of the Property.

If the cost of Planning Activities exceeds the combination of the Concept Planning Fund and the Initial Advance, the Operator, as it deems necessary in the exercise of its absolute discretion but subject to the approval of the Co-Owners by way of an Ordinary Resolution, may advance to the Co-Owners additional amounts as may be required for such purposes (collectively, the "**Additional Advance**"). The Additional Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, after repayment of the Initial Advance, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance and the Additional Advance made to the Co-Owners out of the proceeds of the sale of the Property.

19. SALE OF THE PROPERTY

Any offer to purchase the Property received by the Operator or the Nominee, which the Operator deems acceptable (the "**Offer**") shall be presented to all of the Co-Owners for consideration and if approved by an Ordinary Resolution such Offer shall be accepted by the Nominee and such acceptance shall be binding upon all of the Co-Owners. Any sale of the Property by the Nominee resulting from an Offer the acceptance of which was approved by an Ordinary Resolution of the Co-Owners shall be deemed to include the sale by the Co-Owners of the Interests.

The Co-Owners hereby agree that Operator shall have the right, exercisable by notice in writing to the Co-Owners within 30 days after the Co-Owners have passed an Ordinary Resolution to accept the Offer, to purchase the Property at the same price and on the same terms and conditions as are contained in the Offer approved by Ordinary Resolution of the Co-Owners.

If the Operator fails to provide the notice exercising its right to purchase the Property on the same terms and conditions as are contained in the Offer within the said 30 days, then the Nominee shall accept the Offer and complete the transaction with the party that made the Offer the acceptance of which was approved by Ordinary Resolution of the Co-Owners.

20. HST AND LTT

Each of the Co-Owners hereby authorizes the Operator to make any and all filings, payments and/or remittances for HST with respect to the purchase by each Co-Owner of his respective Interest and any other payments of HST applicable to the services provided to the Nominee or in respect of the Property or the Interest of a Co-Owner.

Each Co-Owners hereby authorizes the Operator to carry out any HST reporting or filing obligations that are required in respect of the Interests or the Property. Such authority shall

include the execution of any documents that have to be or which may be advisable to be executed under the *Excise Tax Act*. The Operator shall to the extent required under the *Excise Tax Act* make and satisfy all filing and reporting obligations of a Co-Owner with respect to the Interest of the Co-Owner and shall provide each Co-Owner with copies of such filings and reports.

Each of the Co-Owners hereby authorizes the Operator to make any and all filings payments and/or remittances, from funds provided by the Co-Owner, relating to LTT arising from the purchase by each Co-Owner from the Vendor of his respective Interest in the Property. For greater certainty, each of the Co-Owners hereby authorizes the Operator on behalf of the Co-Owner and with the Co-Owner's funds to make any and all payments, remittances and filings under the provisions of the *Land Transfer Tax Act* relating to LTT and within the time period required therefor under the *Land Transfer Tax Act*, arising from the acquisition and/or ownership of the Interest. The Operator shall provide each Co-Owner with copies of such filings and evidence of the payments and remittances upon the written request of a Co-Owner.

21. POWER OF ATTORNEY

Each Co-Owner hereby nominates, constitutes and appoints each of the Operator and the Nominee, acting alone or together, with full power of substitution, as his true and lawful attorney and agent with full power and authority in his name, place and stead, for his use and benefit, to do the following, as fully and effectually as the Co-Owner could do if personally performed including, without limitation:

(a) execute and deliver all such documents or instruments on behalf of and in the name of the Co-Owners, or any of them, as may be deemed necessary by the Operator to carry out fully the provisions of this Agreement in accordance with its terms;

(b) execute, swear to, acknowledge, deliver, file and/or remit to or with the Ministry of Finance (Ontario) pursuant to the *Land Transfer Tax Act*, as amended, all necessary returns and payment or remittances in connection with the acquisition by the Co-Owners of their respective Interests in the Property;

(c) execute, acknowledge, deliver and file and/or remit to or with the CRA, all necessary instruments, declarations, certificates and other documents, and remittances relating to HST;

(d) execute, acknowledge, deliver and file as and where required any election made pursuant to subsection 273(1) of the *Excise Tax Act* as contemplated in each Purchase Agreement;

(e) execute and deliver all conveyances, agreements, documents and other instruments pertaining to the sale, development, redevelopment, financing, refinancing or leasing of the Property as the Operator determines in its sole discretion is in the best interests of the Co-Owners, and as permitted by this Agreement or authorized by Ordinary Resolution or Special Resolution of the Co-Owners; and

(f) execute, acknowledge, deliver and file any and all CRA non-resident personal income tax returns.

Each Co-Owner acknowledges and confirms that the power of attorney granted herein is made pursuant to the *Powers of Attorney Act* (Ontario) and is a power coupled with an interest, will survive the death, disability or other legal incapacity of the Co-Owner and will survive the assignment (to the extent of the Co-Owner's obligations hereunder) by the Co-Owner of the whole or any part of his Interest and extends to the heirs, executors, administrators, successors

and assigns of the Co-Owner and may be exercised by the Operator or the Nominee, acting alone or together, executing on behalf of the Co-Owners, or any of them, any instrument, by listing all of the Co-Owners to be bound by such instrument with a single signature as attorney and agent for all of them, or otherwise. Each of the Co-Owners agrees to be bound by any representations and actions made or taken in good faith and in accordance with the terms of this Agreement by the Nominee and/or the Operator pursuant to such power of attorney in accordance with the terms hereof and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the Nominee or the Operator taken in good faith under such power of attorney. The Operator shall, at the written request of a Co-Owner, provide such Co-Owner with copies of any of the documents or instruments executed, sworn, delivered, acknowledged or remitted by the Operator for and on behalf of that Co-Owner only under the power of attorney provided for in this Section 21.

22. INDEMNIFICATION

Each of the Co-Owners hereby agrees, severally and not jointly or jointly and severally, to indemnify and hold harmless the Operator and the Nominee from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee, or by any one or more attorneys appointed by it or them under the power to substitute pursuant to the power of attorney provision contained in Section 21 above, by reason of acts, omissions or alleged acts or omissions arising out of the activities of the Operator or the Nominee on behalf of the Co-Owners or in furtherance of the Interests of the Co-Owners but only if the acts, omissions or the alleged acts or omissions in respect of which any actual or threatened action, proceeding or claim are based, were performed in good faith and in accordance with the Agreement.

23. VENDOR'S RIGHT TO RETAIN AN INTEREST

The Co-Owners acknowledge and agree that the Vendor has the right, but not the obligation, to retain an undivided beneficial Interest in the Property (a "**Retained Interest**"), to whatever extent it wishes, and the Vendor to the extent of any such Retained Interest shall for the purposes of this Agreement be a Co-Owner and be deemed to be bound by this Agreement. The Vendor may at any time and from time to time Transfer and assign all or any part of such Retained Interest to any person or persons it deems appropriate and upon such Transfer or assignment, the assignee or transferee thereof shall execute a counterpart of this Agreement and shall be a Co-Owner to the extent of the Retained Interest so transferred or assigned.

24. COMPETING INTERESTS

Each of the Co-Owners and the Operator is entitled, without the consent of any of the others of them, to own property and to carry on any business or activity whatsoever, whether of the same or different nature as that owned by or carried on by any of them, and whether or not in competition with the Interests, the Property or any activity carried on by any of them, and neither any Co-Owner nor the Operator shall be liable to account to any of the other of them.

25. NOTICES

Any notice or communication required or permitted to be given to the Nominee, the Vendor, the Operator or the Co-Owners hereunder shall be in writing and shall be given by delivery or by mailing to same to be addressed as follows:

(a) To the Nominee, the Vendor or the Operator, at its respective mailing address provided in Section 4 above.

FEH87-FEH98-41321

(b) To each Co-Owner at his last address shown on the Co-Owners Record maintained by the Operator.

Any notice or communication delivered as aforesaid shall be in the English language but may be accompanied by an unofficial translation and shall be deemed to have been given to the addressee on the day of delivery, if delivered by courier or, if mailed as aforesaid, shall be deemed to have been given to the addressee on the 10th Business Day following the mailing of such notice, provided that, for such purposes, no day during which there shall be a strike or other occurrence which shall interfere with normal mail services shall be considered a Business Day. If delivery of any notice or communication is made via fax, delivery shall be deemed to have been made on the day following the sending of the fax unless such day is not a Business Day, in which case delivery shall be deemed to have been made on the next Business Day.

26. FURTHER ACTS

The parties hereto agree to execute and deliver such further and other documents and to perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

27. BINDING EFFECT

Subject to the restrictions on Transfers herein contained, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and permitted assigns.

28. SEVERABILITY

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts, by original or facsimile signature, with the same affect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same agreement.

30. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, in the Country of Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

31. DISPUTE RESOLUTION

Any disputes, claims, disagreements, differences, (including, without limitation, interpretation, performance and enforcement) (collectively the "**Dispute**") that may arise between the Co-Owners or any of them and/or the Operator and/or the Nominee relating in any manner to this Agreement, the Property, or the Interests or any of them, shall attempted to be resolved by mediation and if such mediation is not successful, then by arbitration.

Upon written demand of the Nominee, the Operator or the Co-Owners or any them and within 10 days after such demand, the parties shall attempt to appoint a mediator. If within such period of time they are unable to agree on a mediator, the Dispute shall be resolved by arbitration. If the parties to the Dispute are unable to agree upon a single arbitrator within 10 days after a demand has been made by any party to the Dispute to appoint a single arbitrator then, any party to the Dispute may apply, to a Justice of the Superior Court of Justice sitting in the City of Toronto, in the Province of Ontario, Canada for the appointment of an arbitrator.

The arbitration shall proceed in accordance with the provisions of the *Arbitration Act*, 1991 (Ontario) and any amendments or successor legislation thereto, which provisions shall apply *mutatis mutandis*. The arbitrator shall have the power to determine the procedure for the arbitration and to deliver his or her award notwithstanding the default by any party in respect of any procedural order made by the arbitrator.

The arbitrator shall proceed immediately to hear and determine the Dispute. The award of the arbitrator shall be made within 30 days after the appointment of the arbitrator, subject to any reasonable delay due to unforeseen circumstances. The award of the arbitrator shall be in writing and signed by the arbitrator, and shall be final and binding on the parties to the Dispute, not subject to any appeal, and the parties to the Dispute shall abide by the award and perform the terms and conditions thereof. The arbitration award shall deal with the costs of arbitration and all matters related thereto including the arbitrator's fees and expenses. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Unless otherwise mutually agreed, any mediation or arbitration of a Dispute shall take place in the Municipality of Metropolitan Toronto, in the Province of Ontario, in the Country of Canada.

32. NO INTENTION TO CREATE A PARTNERSHIP

The Co-Owners acknowledge, agree and declare that the entering into of this Agreement does not, and is not intended to, create a partnership, for any purpose. The Co-Owners further agree that nothing herein is to be construed as a limitation of the powers or rights of any Co-Owner to carry on its separate respective activities. Except for the Operator as contemplated in this Agreement, none of the Co-Owners shall have the right to bind any of the other Co-Owners, transact any business in any of the other Co-Owners names or on their behalf or incur any liability for or on behalf of any of the other Co-Owners. The Co-Owners agree that they shall each report their income or loss arising from the ownership of their Interests, for both accounting and income tax purposes, and to the applicable taxing authorities, as co-venture parties independent of one another, and not as partners in a partnership.

33. NO RIGHT TO PARTITION, ETC.

Each of the Co-Owners, by becoming a party to this Agreement, agrees and will be deemed to have agreed that he will not seek any remedy or right for the termination of this Agreement which would otherwise be available at law or in equity or for the termination of the co-ownership of the Property or which would otherwise be available pursuant to the *Partition Act*, R.S.O. 1980, c. 369,) and any amendments or successor legislation thereto, and each such Co-Owner shall be forever estopped from asserting otherwise and from seeking such remedy or right. In the event of any breach of the provisions of this Section 33 by a Co-Owner, the other Co-Owners and the Operator shall, in addition to all rights and remedies at law or in equity to which it is or they are otherwise entitled, be entitled to a decree or order

perpetually restraining and enjoining such partition, application, action or other proceeding, and the first-mentioned Co-Owner shall not plead in defence thereto that there would be an adequate remedy at law, it being acknowledged by all the parties hereto that the injury and damages flowing from any such breach would be impossible to measure monetarily.

34. TIME

Time shall be of the essence of this Agreement.

35. REFERENCE DATE

This Agreement is dated for reference as of the 29TH day of August 2014.

IN WITNESS WHEREOF this Agreement is executed with effect as of the day and year first above written.

EXECUTED this 18TH day of MARCH 2015 with effect as of the day and year first above written.

CO-OWNER

WITNESS

✓ SIGNATURE OF WITNESS

Signature of Witness

Print: CHIAKI HAYASHI

SIGNATURE OF CO-OWNER ★

Signature of Co-Owner

Print: MIZUE FUKIAGE

FEH87-FEH98-41321

✓

EXECUTED this 15TH day of MAY, 2015 with effect as of the day and year first above written.

FORT ERIE HILLS INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

EXECUTED this 15TH day of MAY, 2015 with effect as of the day and year first above written.

FORT ERIE HILLS INTERNATIONAL CANADA INC.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

FORT ERIE HILLS CAPITAL MANAGEMENT INC.

EXECUTED this 15TH day of MAY, 2015 with effect as of the day and year first above written.

Per: _____
Name:
Title:
I/We are authorized to bind the Corporation.

SCHEDULE "1"

Legal Description of Property

Lands and premises located on 87 Crooks Street and 0 Thompson Road East, in the Town of Fort Erie, in the Province of Ontario, in the Country of Canada and legally described as BLK R W/S Crooks St. PL525, Village Of Bridgeburg; LT 84 W/S Crooks St. PL 525 Village Of Bridgeburg, PT BLK S W/S Crooks St. PL525 Village Of Bridgeburg; PT LOT 8 CON 2 Niagara River Bertie As In RO461513; Fort Erie

Draft

SCHEDULE "2"

NOTICE OF REQUISITION OF ORDINARY RESOLUTION

By Co-Owners

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____, 201_ .

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: MIZUE FUKIAGE
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. FEH87-FEH98

By Operator

NOTICE IS HEREBY GIVEN that the undersigned requests the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned signed to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____ , 201__.

FORT ERIE HILLS CAPITAL MANAGEMENT INC.

Per: _____

Name:
Title:
I have authority to bind the Corporation.

Appendix 1

FORM OF ORDINARY RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____ , 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: MIZUE FUKIAGE
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. FEH87-FEH98

Identification No. _____

SCHEDULE "3"

NOTICE OF REQUISITION OF SPECIAL RESOLUTION

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners to approve the Special Resolution attached hereto as Appendix I **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Special Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Special Resolution.

Dated the _____ day of _____, 201__.

Witness	**Co-Owner**
_____	_____
Signature	Signature
Print: _____	Print: MIZUE FUKIAGE
Address: _____	Address: _____
_____	_____

Unit Identification No. FEH87-FEH98

Identification No. _____

Appendix I

FORM OF SPECIAL RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____ , 201__.

Witness	**Co-Owner**
_____	_____
Signature	Signature
Print: _____	Print: MIZUE FUKIAGE
Address: _____	Address: _____
_____	_____

Unit Identification No. FEH87-FEH98

Identification No. _____

DECLARATION OF TRUST

Cert. No. LV_V_JP_f84d465177e84bb4e756a8319443cdcb

ID. 41429 UDI. LV V73-LV V92

Interest: 20/797TH

This is to certify that MIZUE FUKIAGE is the owner of an undivided beneficial 20/797TH interest (the "Interest") representing a value of Two Hundred Thousand dollars of lawful money of Canada (C$200,000.00) in the real property located in the city of London, in the province of Ontario, in the country of Canada and legally described as Part Lots 58 & 59 ETR Westminster Designated Parts 8 & 9, 33R2972; and PT LT 59, ETR Westminster as in 559255; Save & Except Part 1, Plan ER864297; City of London (the "Property") and that LONDON VALLEY V INC., as the registered holder of title to the Property, declares and acknowledges that it is holding title to the Property in trust for and on behalf of MIZUE FUKIAGE, to the extent of the Interest.

Reference is made to the co-owners agreement (the "Agreement") dated for reference as of the 30TH day of January 2015 among the owner of the Interest named in the within Declaration of Trust, TSI-LV V INTERNATIONAL CANADA INC., LONDON VALLEY V INC., LV V CAPITAL MANAGEMENT INC. and all other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of the Agreement. The Agreement provides for certain rights and obligations of the owners of undivided beneficial interest in the Property.

This Declaration of Trust and the Interest represented hereby are not transferable by delivery but only by the registered holder hereof, or by his agent duly authorized in writing, upon compliance with the provisions of the Agreement, including delivery to TSI-LV V INTERNATIONAL CANADA INC. at its principal office in Mississauga, Ontario, of this Declaration of Trust together with a duly executed transfer of beneficial interest in the form required by TSI-LV V INTERNATIONAL CANADA INC.

IN WITNESS WHEREOF LONDON VALLEY V INC. and TSI-LV V INTERNATIONAL CANADA INC. have caused this Declaration of Trust to be signed by its duly authorized officers this 8TH day of MAY 2015.

LONDON VALLEY V INC.

Per: D. Carl

Name:

Title:

I/We have authority to bind the Corporation

TSI-LV V INTERNATIONAL CANADA INC.

Per: D. Carl

Name:

Title:

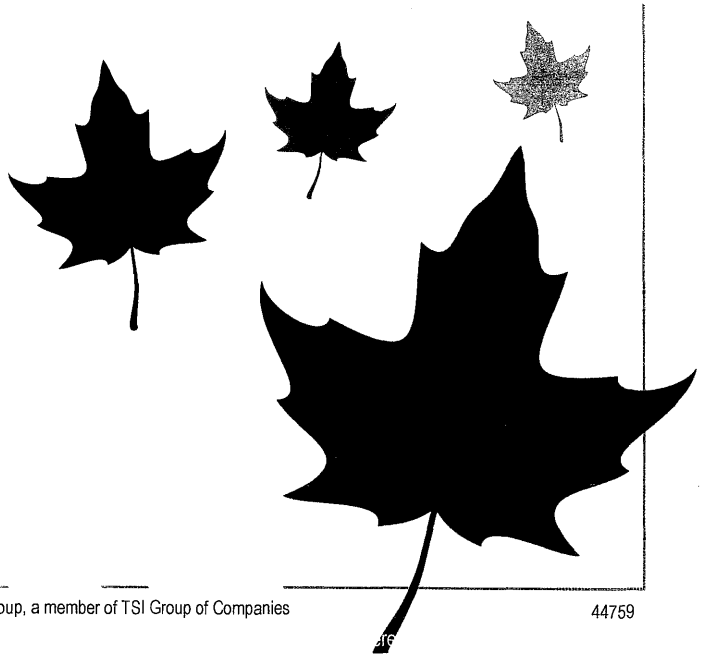
I/We have authority to bind the Corporation

2547

TSI INTERNATIONAL

FORT ERIE HILLS INC.

MIZUE FUKIAGE



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UNIT IDENTIFICATION NO. FEH528-FEH540

AGREEMENT OF SALE AND PURCHASE dated the 15TH day of NOVEMBER, 2020

BETWEEN

MIZUE FUKIAGE

Identification: DRIVER'S LICENSE (528500942092)

Address: 501 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Phone Number: 81-776-28-6655

(hereinafter referred to as the "**Purchaser**")

-and-

FORT ERIE HILLS INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario,

(hereinafter referred to as the "**Vendor**");

-and-

FORT ERIE HILLS INC.,
a corporation incorporated under the laws of the Province of Ontario

(hereinafter referred to as the "**Nominee**")

WHEREAS:

A The Vendor is the beneficial owner of an undivided interest in a parcel of land described in Schedule "B" annexed to this Agreement (the "**Property**") and title to which Property is registered in the name of the Nominee.

B The Vendor is engaged in the business of land equity, the prime focus of which is to locate and purchase raw land and to endeavour to rezone the land through the applicable land development process to an approved use determined by the Vendor to be suitable and appropriate in all of the circumstances, and to thereby enhance the value of the land.

C. The Purchaser acknowledges that rezoning of the Property is uncertain and may take many years to achieve, often six years or longer, and that there can be no assurance that rezoning will be obtained, or if obtained, to permit for such use or uses as were requested and/or otherwise on terms and conditions that are satisfactory.

D. The Vendor may from time to time sell undivided beneficial interests in the Property to various purchasers.

E. The Purchaser acknowledges that real estate investments are generally subject to various risks, including a lack of liquidity, the highly competitive nature of the real estate industry, changes in general economic conditions (such as the availability and cost of mortgage funds), conditions of supply and demand for any particular type of real estate in the particular area, government regulations and changes thereto (including uncertainties and delays in zoning, subdivision and development regulatory approval processes, taxation of property and environmental legislation), changes in governments and the political

environment in the jurisdiction where the real estate is located, and sensitivity to interest rates, among other factors.

F. The Purchaser acknowledges having had the opportunity to review this Agreement and its schedules with its advisors and to conduct such due diligence investigations as the Purchaser deemed appropriate with respect to all matters pertaining to the Property and to the Vendor.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. SALE OF UNDIVIDED BENEFICIAL INTEREST IN LAND

1.1 The Purchaser hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser a 13/590TH undivided beneficial interest in the Property (the "**Purchaser's Land Interest**").

1.2 The Purchaser's Land Interest will be identified by the following designated identification number: FEH528-FEH540

2. . PURCHASE PRICE

2.1 The Purchaser shall pay the aggregate sum of Ten Thousand Dollars of lawful money of Canada (C$10,000.00) for each 1/590TH undivided beneficial interest in the Property upon execution of this Sale and Purchase Agreement, of which Nine Thousand Five Hundred Dollars (C$9,500.00) of lawful money of Canada will be paid on account of the purchase price for such interest, and Five Hundred Dollars (C$500.00) of lawful money of Canada will be paid into a segregated account known as the "Concept Planning Fund" (the "**Concept Planning Fund**") to be used to defray costs, expenses and fees to be incurred in connection with the Property, as more particularly hereinafter described and as described in the Co-Owners Agreement (as such term is hereinafter defined).

2.2 The Purchaser hereby agrees to purchase the Purchaser's Land Interest for a total purchase price of ONE HUNDRED TWENTY-THREE THOUSAND FIVE HUNDRED DOLLARS ONLY of lawful money of Canada (C$123,500.00) (the "**Purchase Price**"), and to pay the amount of SIX THOUSAND AND FIVE HUNDRED DOLLARS ONLY of lawful money of Canada (C$6,500.00) into the Concept Planning Fund (the "**Concept Planning Fund Contribution**"). All references in this Agreement to payments of money being made shall mean lawful money of Canada.

2.3 The Purchase Price excludes applicable harmonized sales tax (the "**HST**") pursuant to the *Excise Tax Act*, R.S.C. 1985, c E-15, as amended (the "**ETA**") and the Purchaser agrees to pay the HST in addition to the Purchase Price and the Concept Planning Fund Contribution, unless the Purchaser has obtained and inserted (or instructed to be inserted) its HST registration number set forth below on the signing page of this Agreement, below its signature, prior to acceptance of this Agreement by the Vendor, in which case the Purchaser hereby represents and warrants that it is a registrant for HST purposes under the provisions of the ETA, under such registration number.

2.4 Included in the Purchase Price and the Concept Planning Fund Contribution, the Purchaser shall be responsible for the payment of land transfer tax ("**LTT**") under the *Land Transfer Act*, R.S.O., c L.6. as amended (the "**LTTA**"), in the amount of ONE THOUSAND

FOURTEEN DOLLARS AND EIGHTY-FIVE CENTS of lawful money of Canada (C$ 1,014.85).

2.5 The Purchaser covenants to pay, make and submit all necessary payments, filings and remittances within the time periods required therefor under the provisions of the ETA, if applicable, and the LTTA, and the regulations thereunder. The Purchaser hereby authorizes the Vendor on behalf of the Purchaser and with the Purchaser's funds, to make any and all payments, filings and remittances within the time periods required therefore under the provisions of the ETA relating to HST, if applicable, and under the provisions of the LTTA relating to LTT required to be made by the Purchaser arising from its acquisition of the Purchaser's Land Interest. While the Vendor agrees to assist the Purchaser in submitting such payments, remittances and filings, for greater certainty, nothing herein contained shall oblige the Vendor to make any payments or remittances from its own resources or funds and all such payments and remittances and filings shall be the Purchaser's obligation.

2.6 Funds in the Concept Planning Fund shall be applied towards defraying future costs of every nature and kind related to the Property, including property management costs, costs, fees, and services incurred in connection with planning activities, development submissions, subdivision applications, operational costs and all other activities and matters concerning or related to the Property, as determined by the Operator (as such term is defined in the Co-Owners Agreement) which would be incurred by or on behalf of the Purchaser as a Co-Owner. The Concept Planning Fund is intended to be a deposit account. The Purchaser's proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Purchaser following completion of the sale of the Property. The Purchaser's proportionate share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of the Co-Owners Agreement) will be paid by the Purchaser (in its capacity as a Co-Owner) and deducted from its proportionate share of any sale proceeds receivable by it, if and when the Property is sold or otherwise disposed of.

3. PAYMENT OF THE PURCHASE PRICE

3.1 The Purchaser hereby agrees that the Purchase Price, the Concept Planning Fund Contribution, and all other amounts due and payable hereunder, shall be paid to the Vendor on the Closing Date (as hereinafter defined). Following the Closing Date, the Vendor shall deliver the Concept Planning Fund Contribution to the Operator for deposit into the Concept Planning Fund.

3.2 All payments of the Purchase Price, the Concept Planning Fund Contribution, and such other amounts shall be made through the appointed agent (the "**Vendor's Agent**"), the Vendor's authorised agent and representative in the jurisdiction of residence of the Purchaser, and the Vendor hereby directs the Purchaser to make all such payments to the Vendor's Agent, who is authorised by the Vendor to acknowledge receipt of the Purchase Price and other amounts paid hereunder.

4. CLOSING DATE, DELIVERIES, COSTS, NON-MERGER

4.1 The date on which this Agreement is signed by the Purchaser and is accepted and signed by the Vendor and the Nominee shall be the "**Closing Date**". On the Closing Date, in addition to delivering the Purchase Price and this Agreement, the Purchaser agrees to deliver to the Vendor's Agent a copy of the Co-Owners Agreement signed by the Purchaser.

4.2 Within ninety (90) days after the Closing Date, the Vendor agrees to deliver to the Purchaser the following documents (the "**Closing Documents**"):

(a) this Agreement, duly executed by the Vendor and the Nominee;

(b) a Declaration of Trust (as hereinafter defined), duly executed by the Nominee; and

(c) the Co-Owners Agreement (as hereinafter defined), duly executed by the Nominee and Operator (as therein defined).

4.3 The Vendor shall pay for the cost of drafting and/or settling the Closing Documents. The Vendor shall not be obligated to pay any other costs associated with the purchase of the Purchaser's Land Interest.

4.4 This Agreement shall be irrevocable by the Purchaser for a period of 120 days following its execution and delivery to the Vendor or the Vendor's Agent. This Agreement shall only become binding upon the Vendor and the Nominee following the Vendor and the Nominee having each accepted this Agreement as signified by its respective execution of this Agreement where indicated below.

4.5 All representations, warranties and covenants of the Purchaser as set out in this Agreement shall not merge upon closing but shall survive closing and the Closing Date.

5. VENDOR REPRESENTATIONS AND WARRANTIES

5.1 The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in completing the sale and purchase transaction contemplated in this Agreement:

(a) the Vendor is the beneficial owner of the Purchaser's Land Interest with good and marketable title thereto, subject to Section 6.1;

(b) registered title to the Property and beneficial title to the Purchaser's Land Interest shall be good and marketable and clear and free from all mortgages, charges and financial liens on the Closing Date;

(c) the Vendor has the right, power and authority to sell the Purchaser's Land Interest as contemplated in this Agreement;

(d) the Vendor is a corporation properly constituted and in good standing under the laws of the Province of Ontario and the laws of Canada applicable therein; and

(e) the Vendor is not now and on the Closing Date will not be a non-resident of Canada within the meaning of the *Income Tax Act* (Canada), R.S.C. 1985, c.1 (5th Supp.), as amended from time to time.

6. EASEMENTS, LIENS, REGISTERED AGREEMENTS

6.1 Other than any mortgage, charge or financial lien which the Vendor is required to discharge pursuant to this Agreement, registered title to the Property, and beneficial title to the Purchaser's Land Interest, shall be subject to all other liens and encumbrances registered

on title to the Property on the Closing Date or which may be registered against the title to the Property after the Closing Date, including those registered in connection with the rezoning or development process relating to the Property, and including, without limitation, agreements with the applicable municipality or region, agreements with public regulated utilities, easements for the supply of domestic utility or telephone services to the Property or properties which are adjacent to the Property, easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the Property or its proposed development, other registered restrictions or covenants that run with the lands, and the restrictions and reservations in the Crown patent.

7. PURCHASER(S)' REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 The Purchaser represents and warrants to and covenants in favour of the Vendor as follows:

(a) there are no liens, mortgages, judgements, executions or other encumbrances, related to or attaching to the Purchaser's Land Interest or any part thereof;

(b) the Purchaser shall keep the Purchaser's Land Interest and every part thereof free and clear of all liens, mortgages, other encumbrances, judgements or executions. The Purchaser warrants and represents that all such liens, mortgages, judgements, executions other encumbrances, if any, shall be discharged and removed forthwith at the Purchaser's sole cost and expense and the Purchaser shall hold harmless the Vendor and all other beneficial owners of undivided interests in the Property from time to time against any and all claims, liabilities, actions, cause of actions, charges, demands and costs, including solicitors fees in connection therewith; and

(c) the Purchaser will not register or cause to be registered this Agreement, the Co-Owners Agreement, notice of this Agreement, notice of the Co-Owners Agreement, notice of the Purchaser's Land Interest, or any caution against title to the Property and the Purchaser shall forthwith remove and discharge any such registration at its costs and expense, failing which the Vendor may do so at the cost and expense of the Purchaser.

7.2 The foregoing warranties, representations and covenants of the Purchaser shall not merge on closing but shall survive closing and the Closing Date.

8. PURCHASER(S)' PARTICULARS, NATURE OF VESTING OF BENEFICIAL TITLE

8.1 The Purchaser agrees and confirms that the personal information provided in Schedule "A" annexed hereto is true, accurate and complete and agrees to inform the Vendor in writing forthwith of any change in any of the information therein provided.

8.2 If there is more than one person that comprises the Purchaser, then the Purchaser's Land Interest will be held as joint tenants with right of survivorship unless the box below is initialled by the Purchaser in which case the Purchaser's Land Interest will be deemed to be held as tenants-in-common, in the percentages noted therein.

[ ] Purchaser elects to hold Purchaser's Land Interest as tenants- in -common and not as joint tenants, as follows: _____ as to ___%, _____ as to ____%.

9. PRESENT STATE AND CONDITION OF PROPERTY

9.1 The Purchaser hereby agrees that the purchase of the Purchaser's Land Interest is on an "as is, where is basis" with no representations or warranties whatsoever made by the Vendor, other than as expressly set out in this Agreement.

10. TITLE INSURANCE

10.1 The Nominee as registered owner of the Property obtained title insurance upon acquiring the Property (the "**Title Insurance Policy**") in such form and in such amount and with such stipulations, limitations and qualifications respecting coverage as it deemed appropriate.

11. NOMINEE AS BARE TRUSTEE; DECLARATION OF TRUST

11.1 The Purchaser acknowledges that the registered title to the Property is held by the Nominee, as nominee and bare trustee for the Vendor to the extent of its undivided beneficial interest in the Property, and as nominee and bare trustee for others to the extent of their respective undivided beneficial interests in the Property, and that on completion of the transaction herein contemplated the Nominee will hold the registered title to the Property to the extent of the Purchaser's Land Interest as nominee and bare trustee for the Purchaser and others to the extent of their respective undivided beneficial interests in the Property.

11.2 The mailing address of the Nominee for receiving notices shall be 14-30 Eglinton Avenue West, Box 133, Mississauga, Ontario, Canada L5R 0C1, provided that the Nominee may change its mailing address from time to time by giving notice in writing to that effect pursuant to the notice provisions contained in the Co-Owners Agreement.

11.3 The Nominee agrees to execute and deliver to the Purchaser a declaration of trust (the "**Declaration of Trust**") wherein it will confirm that, from and after the Closing Date, it is holding the title to the Property for and on behalf of the Purchaser, to the extent of the Purchaser's Land Interest, in the place and stead of the Vendor

11.4 The Purchaser acknowledges that the registered title to the Property shall at all times be in the name of the Nominee.

12. NO RIGHT TO USE, OCCUPY OR ACCESS

12.1 The Purchaser agrees that it hereby waives all rights of use, occupation and rights of access to the Property, and any part thereof, in order to facilitate the future rezoning and ultimate subdivision and re-development of the Property, for the benefit of all Co-Owners. The provisions of this Section 12 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date.

13. CO-OWNERS AGREEMENT

13.1 The Purchaser agrees that concurrent with its execution and delivery of this Agreement, the Purchaser shall execute and deliver the agreement or a counterpart of the co-

owners agreement, a draft copy of which is annexed hereto as Schedule "C" (the "**Co-Owners Agreement**").

13.2 The Co-Owners Agreement shall govern, amongst other things, the following:

(a) the rights and obligations of the Purchaser, as owner and any other owners of undivided beneficial interests in the Property;

(b) any future sale, financing and/or development of the Property;

(c) procedures for consent and approvals by the Co-Owners (as such term is defined in the Co-Owners Agreement);

(d) appointing the Operator (as such term is defined in the Co-Owners Agreement) for and on behalf of the Co-Owners;

(e) the rights and obligations of the Operator of the Property;

(f) the obligation of the Nominee as registered holder of the title to the Property for an on behalf of the Co-Owners;

(g) the right to transfer or assign the Purchaser's Land Interest or any part thereof and the terms conditions to be satisfied with respect to any such assignment or transfer; and

(h) such other matters as are therein contained.

13.3 The Vendor shall not be obligated but shall have the right to retain an undivided beneficial interest in the Property to such extent as it may in its absolute discretion deem appropriate and thus be a co-owner thereof and with respect to such undivided beneficial interest it shall be subject to the terms of the Co-Owners Agreement and entitled to exercise the rights of a Co-Owner.

14. SUBDIVISION CONTROL PROVISIONS

14.1 The Vendor agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and this Agreement shall be effective to create an interest in the Property provided that the provisions of the *Planning Act* (Ontario) are complied with in connection with the transaction of sale and purchase of the Purchaser's Land Interest.

15. NO REPRESENTATIONS, WARRANTIES OR ADVICE

15.1 The Purchaser acknowledges that none of the Vendor, the Nominee, the Vendor's Agent nor anyone acting on its or their behalf has made any representations or warranties except as are expressly set forth in this Agreement or the Co-Owners Agreement, nor given any advice respecting the tax treatment relating to the purchase or disposition of the Purchaser's Land Interest or any part thereof or the Property, nor as to the timing of sale, rezoning or development of the Property nor with respect to any potential or anticipated profit to be derived or derivable from the Purchaser's Land Interest or the Property.

15.2 The Purchaser has been urged and advised to consult with the Purchaser's own respective advisors including legal and tax advisors, with respect to the purchase and other

matters pertaining to the Property and the Purchaser's Land Interest and the Closing Documents.

16. SOURCE OF FUNDS

16.1 The Purchaser hereby represents, warrants, confirms and acknowledges that the source of the Purchaser's funds:

(a) are not derived directly or indirectly from any crime;

(b) are not linked directly or indirectly to any terrorists or against anti terrorist laws;

(c) are not embargoed funds; and

(d) are not obtained in violation of any laws or seeking to escape or avoid any tax laws;

16.2 The Purchaser covenants that all payments and remittances shall strictly comply, at its own expense, with all regulatory or exchange control provisions in force on the Closing Date and applicable to this Agreement.

16.3 The provisions of this Section 16 shall survive the completion of this transaction and shall not merge on closing but shall survive closing and the Closing Date

17. NOTICES

17.1 All notices required hereunder shall be in writing and in the English language and may be served either personally upon the parties or by electronic transmission namely by fax or email addressed to the Parties at their respective last known addresses, fax number or email address.

18. HEIRS, ASSIGNS, ETC.

18.1 This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective heirs , administrators, executors, successors and permitted assigns; provided that, the Purchaser shall not be entitled to assign this Agreement or any of its rights hereunder without the prior written approval of the Vendor, which approval may be withheld in its absolute discretion.

19. SUPERCEDING AGREEMENT

19.1 This Agreement shall supercede any and all previous discussions, representations, agreements or understandings made by or on behalf of either of the parties hereto for or relating to the purchase and sale of the Purchaser's Land Interest.

20. SCHEDULES

20.1 Schedules "A", "B" and "C" annexed hereto form an integral part of this Agreement and shall be read together with this Agreement.

21. COUNTERPARTS

21.1 This Agreement may be executed in any number of counterparts and by original or facsimile signature with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement.

22. LAWS AND JURISDICTION-ONTARIO

22.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

23. CAPTIONS

23.1 The captions of the sections of this Agreement are for convenience only and do not amplify or limit in any way the provisions hereof.

24. EFFECT OF PARTIAL INVALIDITY ON THIS AGREEMENT

24.1 In the event that any provision of this Agreement is illegal, void or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

25. FACSIMILE DOCUMENTS

25.1 The parties agree to accept facsimile executed documents, including Closing Documents, as if they were originally signed documents.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SET OUT BELOW.

WITNESSED BY:	DATE OF EXECUTION: 2020-11-15
	THE PURCHASER
HIROFUMI UCHITOMI	**MIZUE FUKIAGE**
Print Name of Witness	Print Name of Purchaser
✓ 内富博文	吹上瑞枝 ★
Signature of Witness	Signature of Purchaser
Witness Identification Number	HST Number: 82587 0934 RT0001

✓

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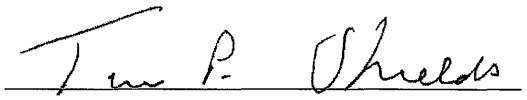
DATE OF EXECUTION: 2021-02-26
THE VENDOR:

FORT ERIE HILLS INTERNATIONAL CANADA INC.
Per:



Name:
Title:
HST Number: 836366583 RT0001

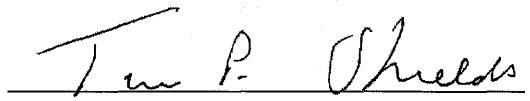
I/We have the authority to bind the Corporation.

DATE OF EXECUTION: 2021-02-26

THE NOMINEE:

FORT ERIE HILLS INC.

Per:



Name:
Title:
I/We have the authority to bind the Corporation.

SCHEDULE "A" – PURCHASER(S) PARTICULARS

Information Concerning Purchaser(s):

1. PURCHASER:

Full Name: MIZUE FUKIAGE

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: 501 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

Home Telephone: 81-776-28-6655 Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: _____

Country of Birth: JAPAN

The following have been provided to the Vendor:

(✓) Driver's Licence () Passport ( ) Other_____

2. Second or additional person as Purchaser:

Full Name: _____

( ) Single ( ) Married ( ) Trustee – Indicate full name of Trust.

Address: _____

Home Telephone: _____ Business Telephone: _____

Cellular Telephone: _____ Facsimile Number: _____

E-mail Address: _____

Country of Birth: _____

The following have been provided to the Vendor:

( ) Driver's Licence ( ) Passport ( ) Other_____

SCHEDULE "B" – PROPERTY and NOMINEE

LEGAL DESCRIPTION OF PROPERTY

Lands and premises located on 87 Crooks Street and 0 Thompson Road East, in the Town of Fort Erie, in the Province of Ontario, in the Country of Canada and legally described as BLK R W/S Crooks St. PL525, Village Of Bridgeburg; LT 84 W/S Crooks St. PL 525 Village Of Bridgeburg, PT BLK S W/S Crooks St. PL525 Village Of Bridgeburg; PT LOT 8 CON 2 Niagara River Bertie As In RO461513; Fort Erie

REGISTERED HOLDER OF LEGAL TITLE TO PROPERTY

FORT ERIE HILLS INC.

Office: 14-30 Eglinton Avenue West, Box 133, Mississauga, Ontario L5R 0C1 Canada

Tel No: 1-905-276-6650

Fax No: 1-866-674-8271

SCHEDULE "C" – CO-OWNERS AGREEMENT

UNIT IDENTIFICATION NO. FEH528-FEH540

CO-OWNERS AGREEMENT

FORT ERIE HILLS INC.

THIS CO-OWNERS AGREEMENT is dated the 29TH day of AUGUST, 2014.

BETWEEN:

MIZUE FUKIAGE,

Identification: DRIVER'S LICENSE (528500942092)

Address: 501 NITTAZUKA-CHO, FUKUI-SHI, FUKUI, JAPAN 910-0064

(hereinafter referred to as the "**Purchaser**")

-and-

FORT ERIE HILLS INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Nominee**")

-and-

FORT ERIE HILLS INTERNATIONAL CANADA INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Vendor**")

-and-

FORT ERIE HILLS CAPITAL MANAGEMENT INC.,
a corporation incorporated under the laws of the Province of Ontario
(hereinafter referred to as the "**Operator**")

-and-

All other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of this Agreement

(hereinafter collectively referred to as the "**Co-Owners**")

WHEREAS:

1. Pursuant to a Sale and Purchase Agreement, the Vendor has sold to the Purchaser, and the Purchaser has purchased from the Vendor, an undivided beneficial interest in the Property;

2. The Nominee is the registered owner of the Property and has agreed to hold the Property as nominee and bare trustee for and on behalf of the Co-Owners from time to time;

3. Every purchaser of an undivided beneficial interest in the Property, every assignee of such purchaser, and every assignee of each such assignee, is required to execute and deliver a counterpart of this Agreement and shall be bound as a Co-Owner pursuant thereto; and

4. This Agreement sets forth the provisions which govern the Co-Owners' ownership of undivided beneficial interests in the Property and any future sale, financing and/or development with the Property and their respective undivided beneficial interests therein.

NOW THEREFORE in consideration of the payment of the sum of One Dollar ($1.00) and other good and valuable consideration now paid by each party to the other, the receipt of which is hereby acknowledged, and of the premises and the mutual covenants herein contained, the parties hereto hereby covenant and agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall be deemed to have the following meanings:

(a) "**ASPE**" shall have the meaning ascribed thereto in Section 16 of this Agreement;

(b) "**Additional Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(c) "**this Agreement**", "**hereof**", "**herein**," "**hereunder**" and words to like effect, refer to this Co-Owners Agreement as a whole and not to any particular provision, as it may be amended, supplemented and/or restated from time to time;

(d) "**Business Day**" means any day of the week other than a Saturday, Sunday or a day which is a statutory holiday, in Ontario, Canada;

(e) "**Concept Planning Fund**" shall have the meaning ascribed thereto in Section 18 of this Agreement;

(f) "**Co-Owners**" means the owners from time to time of Interests and who have signed a counterpart of this Agreement, and shall include the Purchaser, as well as the Vendor to the extent that it retains any Interest, and "**Co-Owner**" means any of the Co-Owners;

(g) "**Co-Owners Record**" has the meaning ascribed thereto in Section 11 of this Agreement;

(h) "**CRA**" means the Canada Revenue Agency, established pursuant to the *Canada Revenue Agency Act*, S.C. 1999, c. 17, which administers tax laws of Canada, including under the *Income Tax Act*, for the Government of Canada;

(i) "**Declaration of Trust**" means the declaration of trust executed by the Nominee concurrently with the completion by a Co-Owner of the purchase from the Vendor of an Interest and pursuant to which the Nominee declares and confirms that it holds registered title to the Property in trust for and on behalf of such Co-Owner, to the extent of such Co-Owner's respective Interest. For greater certainty, "**Declaration of Trust**" includes the declaration of trust executed by the Nominee upon the completion by a Co-Owner of the Transfer of an Interest to a transferee in accordance with the provisions of this Agreement, and includes the declaration of trust executed by the Nominee in favour of the Vendor at the time of its acquisition of the Property;

(j) "**Designated Person**" shall have the meaning ascribed thereto in Section 10 of this Agreement;

(k) "**Dispute**" shall have the meaning ascribed thereto in Section 31 of this Agreement;

(l) "***Excise Tax Act***" means the *Excise Tax Act* (Canada), as amended from time to time, including the regulations made pursuant thereto;

(m) "**HST**" means the harmonized sales tax payable pursuant to the *Excise Tax Act*, including the Province of Ontario's portion thereof;

(n) "***Income Tax Act***" means the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.), as amended from time to time, including the regulations made pursuant thereto;

(o) "**Initial Advance**" shall have the meaning attributed thereto in Section 18 of this Agreement;

(p) "**Interest**" means the undivided beneficial interest in the Property purchased by a Co-Owner pursuant to a Sale and Purchase Agreement, and includes any undivided beneficial interest in the Property continued to be owned by the Vendor, and "**Interests**" means every Interest;

(q) "***Land Transfer Tax Act***" means the *Land Transfer Tax Act*, R.S.O. c.L.6, as amended;

(r) "**LTT**" means the land transfer tax payable pursuant to the *Land Transfer Tax Act*;

(s) "**Net Income**" shall have the meaning attributed thereto in Section 6(j) of this Agreement;

(t) "**Notice Requisitioning an Ordinary Resolution**" shall have the meaning attributed thereto in Section 8 of this Agreement;

(u) "**Notice Requisitioning a Special Resolution**" shall have the meaning attributed thereto in Section 10 of this Agreement;

(v) "**Offer**" shall have the meaning attributed thereto in Section 19 of this Agreement;

(w) "**Operator**" means Fort Erie Hills Capital Management Inc., or the Designated Person that may be appointed as the Operator's replacement as determined in accordance with Section 10 of this Agreement;

(x) "**Ordinary Resolution**" means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 51% of the aggregate Interests in the Property;

(y) "**Planning Activities**" means the reports, plans, studies, audits, assessments, investigations, legal proceedings, procedures, filings, submissions, applications and/or any other actions taken or made in respect of or in furtherance of the rezoning of, or other land use planning matters related to, the Property;

(z) "**Property**" means the real property legally described on Schedule "1" annexed hereto;

(aa) "**Retained Interest**" shall have the meaning attributed thereto in Section 23 of this Agreement;

(bb) "**Sale and Purchase Agreement**" means the agreement of sale and purchase, or an agreement substantially in the form of the agreement of sale and purchase, entered into

between the Vendor, as vendor, and each Co-Owner (other than the Vendor), as purchaser, pursuant to which each Co-Owner agreed to acquire its respective Interest in the Property. **"Sale and Purchase Agreements"** means every Sale and Purchase Agreement;

(cc) **"Special Resolution"** means a written resolution in one or more counterparts signed by Co-Owners holding, in the aggregate, not less than 85% of the aggregate Interests in the Property;

(dd) **"Transfer"** shall have the meaning ascribed thereto in Section 11 of this Agreement; and

(ee) **"Vendor"** means FORT ERIE HILLS INTERNATIONAL CANADA INC.

2. INTERPRETATION

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) the division of this Agreement into Articles, paragraphs, subparagraphs and schedules and the insertion of headings are provided for convenience only and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;

(b) all references to currency herein are references in Canadian dollars;

(c) any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto;

(d) any reference to an entity shall include and shall be deemed to be a reference to any entity that is a successor to such entity;

(e) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

3. TITLE

Legal title to the Property shall be held in the name of the Nominee, which shall hold such title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Vendor, to the extent of its Retained Interest, if any.)

4. MAILING ADDRESSES

The mailing address of the Nominee, the Vendor and the Operator shall be 14-30 Eglinton Avenue West, Box 133, Mississauga, Ontario, Canada L5R 0C1, provided that the Nominee, the Vendor and/or the Operator may change its mailing address from time to time by giving notice in writing to that effect to all Co-Owners, pursuant to the notice provisions contained in this Agreement.

5. REPRESENTATIONS AND WARRANTIES OF THE NOMINEE AND OPERATOR

(a) The Nominee represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite power, capacity and corporate authority to act as nominee and to perform its obligations under this Agreement;

(iii) it shall not carry on any business other than for the purposes set forth in this Agreement;

(iv) it holds and shall continue to hold legal title to the Property as nominee and bare trustee for and on behalf of each Co-Owner to the extent of each Co-Owner's Interest; and

(v) it shall only deal with the Property in the manner and as provided for in this Agreement.

(b) The Operator represents and warrants to each of the Co-Owners that:

(i) it is and shall continue to be a corporation incorporated and in good standing under the laws of the Province of Ontario;

(ii) it has and shall continue to have the requisite capacity and corporate authority to act as Operator, and to perform its obligations under this Agreement; and

(iii) it shall comply with its obligations as provided for in this Agreement.

6. OPERATION AND MANAGEMENT OF THE PROPERTY

The Co-Owners hereby appoint the Operator and the Operator hereby accepts the appointment as the operator and manager of the Property and agrees to undertake such Planning Activities as the Operator may determine in its discretion, acting reasonably, are required to rezone the Property to such use or uses as the Operator shall determine, acting reasonably, and in the best interest of the Co-Owners. The Operator agrees to carry out such Planning Activities and to operate and manage the Property in good faith and in the best interest of the Co-Owners. The Operator agrees to comply with the *Planning Act* (Ontario), as it may be amended from time to time, and to proceed diligently to make all necessary applications to rezone the Property to such use or uses as the Operator shall determine, in its reasonable discretion, and to use its reasonable commercial efforts, at the cost and expense of the Co-Owners, with such costs to be defrayed out of the Concept Planning Fund initially, to obtain all necessary approvals and consents from applicable governmental authorities in connection therewith. Subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have such general powers and authority to administer, manage, control, operate, finance, refinance, develop, lease, grant easements and other rights in, under and over, the Property and to do any act, take any proceeding, make any decision and execute and deliver any instrument, deed, agreement, affidavit or document necessary for or incidental to any of the foregoing, for and on behalf and in the name of the Co-Owners, or as the Co-Owners may so direct by Special Resolution. No person dealing with the Operator

will be required to enquire into the authority of the Operator to do any act, take any proceeding, make any decision or execute and deliver any instrument, deed, agreement or document for or on behalf or in the name of the Co-Owners.

Without limiting the generality of the foregoing provisions of this Section 6, but subject to those matters requiring an Ordinary Resolution or a Special Resolution, the Operator shall have the following specific powers and authorities without further authority or approval from the Co-Owners:

(a) to engage such professional advisers and consultants as the Operator considers advisable in order to perform its duties hereunder;

(b) to open and operate one or more bank accounts in its name, as agent for the Co-Owners in respect of the Property with a Canadian chartered bank or trust company, into which the Operator may deposit all rentals, if any, and other income earned from the Property (if any) (which for greater certainty shall not include the Concept Planning Fund), and out of which account(s) all expenses properly relating to the Property shall be paid, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of such funds to cover all such expenses;

(c) to execute, deliver and carry out all other agreements which require execution by or on behalf of the Co-Owners with respect to the Property, including without limitation, any agreements required by any governmental or statutory authority having jurisdiction over or with respect to the Property, development agreements, site plan agreements, cost sharing agreements, easements and rights of way;

(d) to enter into lease and/or tenancy arrangements in respect of the Property or any part thereof and to collect all rentals and other income therefrom, if any, provided that nothing herein shall constitute a guarantee by the Operator of the payment of any rent by tenants;

(e) to pay all taxes, fees and other expenses relating to the orderly maintenance and management of the Property out of the Concept Planning Fund, provided that nothing herein shall constitute a guarantee by the Operator of the sufficiency of funds to cover all such expenses;

(f) to commence or to defend on behalf of the Co-Owners, the Nominee, or itself, any and all actions and other proceedings pertaining to the Property or to the Co-Owners;

(g) to determine the amount and type of insurance coverage, if any, to be maintained in order to protect the Property and the Co-Owners from all usual perils of the type covered in respect of comparable properties and in order to comply with the requirements of any lenders of funds;

(h) to retain, employ and pay and discharge on behalf of the Co-Owners all servants, employees, advisors, consultants and/or contractors necessary to be retained for the management and operation of the Property, including, without limitation, for matters relating to its rezoning and development;

(i) to contract on behalf of the Co-Owners for water, gas, electricity and other utility services and commodities, including cable and telephone services necessary for the development, operation and maintenance of the Property; and

(j) to distribute the Net Income from the ownership, operation, use, financing, refinancing, and/or sale of the Property (if any) to each Co-Owner, proportionate to its respective Interest. For the purposes of this Agreement, "**Net Income**" shall mean the gross receipts (which, for greater certainty, shall not include the Concept Planning Fund) derived in any way from dealing with the Property, received by or on behalf of the Co-Owners from the ownership, operation, use, leasing, financing, refinancing, sale of, and/or development and/or any other dealing with of the Property, minus the aggregate of all proper expenses and charges incurred in connection therewith, calculated on an accrual basis, including:

(i) payment of principal and interest owing to mortgagees or other encumbrancers, or other lenders;

(ii) realty taxes, property tax assessments, charges or levies made by any duly constituted governmental or statutory authority, due and owing and secured by a right or apparent right to claim a lien or charge upon the Interests, or any of them, or the Property, and money due and owing from improvements to the Property secured by a lien or charge in favour of materialmen or workmen or trade contractors or other like persons or corporations upon the Interests, or any of them, or the Property;

(iii) all costs and expenses of any sale, financing or refinancing;

(iv) all development costs and expenses;

(v) all costs and expenses of operating, maintaining, leasing, managing, using, and/or developing the Property, and the costs and expenses of repair;

(vi) lighting, electricity and public utilities costs and expenses;

(vii) professional fees reasonably attributed to the Property, its operation, use, financing, refinancing, sale and/or development;

(viii) all other costs, expenses or disbursements which are properly attributable to the Property, except payments to the Co-Owners on account of capital or distribution of Net Income; and

(ix) reserves in such amount as deemed appropriate by the Operator from time to time, including without limitation for the purposes of replacement of major equipment, major renovations and repairs, leasehold improvements, marketing costs and any other reserves normally required for the prudent operation, use, financing, refinancing, sale and/or development of a like property.

Each Co-Owner shall have a proportionate beneficial interest in all of the gross cash receipts derived from the Property and shall be responsible for its proportionate share of the expenses and charges incurred in connection with the Property, in each case proportionate to its respective Interest. Each Co-Owner hereby irrevocably directs the Operator to pay its proportionate share of such expenses and charges out of its proportionate share of such gross cash receipts, as well as out of the Concept Planning Fund.

Each Co-Owner hereby confirms and acknowledges that neither the Operator nor any of its officers, directors, employees, advisors, consultants, agents or representatives has made any warranty or representation, or given any advice:

(k) as to or in respect of the tax treatment of the purchase, disposition or holding of the Interest by a Co-Owner; or

(l) as to the timing of the rezoning or sale or development of the Property or the returns attainable by the Co-Owners upon a sale or lease of or other dealing with the Property.

Each Co-Owners acknowledges that he has been advised to seek his own independent legal and tax counsel prior to entering into a Sale and Purchase Agreement and this Agreement.

7. AUTHORITY TO WITHHOLD

The Operator is authorized to withhold any amounts required to be withheld from any distribution or other payment to a Co-Owner pursuant to the provisions of the *Income Tax Act* and to make payment of any such amount on behalf of a Co-Owner to the CRA, on account of taxes as may be required by law.

8. POWERS EXERCISABLE BY ORDINARY RESOLUTION

Notwithstanding anything to the contrary contained in this Agreement, the following powers shall only be exercisable by the Operator after an Ordinary Resolution is passed by the Co-Owners:

(a) approving the sale or exchange of all or any part of the Property (other than the sale of Interests by the Operator pursuant to Sale and Purchase Agreements);

(b) approving a proposal or plan to develop the Property;

(c) subject to Section 17, consenting to the amendment of this Agreement, provided that, no amendment to this Agreement shall impose or increase any financial or other obligations upon any of the Nominee of the Operator, or in any way adversely affect the Nominee or the Operator, without the prior written approval of the Nominee or the Operator, as the case may be;

(d) approving or ratifying the making of an Additional Advance by the Operator, in accordance with Section 18; or

(e) requiring that the financial statements for the Property be audited.

Other than a matter which under the terms of this Agreement requires a Special Resolution, the Operator may at any time and from time to time by notice in writing to all Co-Owners substantially in the form annexed hereto as Schedule "2" (the "**Notice Requisitioning an Ordinary Resolution**") request the Co-Owners to consider and approve any matter relating to the Property not requiring a Special Resolution. The Notice Requisitioning an Ordinary Resolution shall specify with reasonable detail the matter to be approved by the Co-Owners.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution. If the Operator fails to deliver such Notice Requisitioning an Ordinary Resolution within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or a group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the

Notice Requisitioning an Ordinary Resolution with respect to any matter relating to the Property not requiring a Special Resolution which the Operator failed to deliver within the time provided in this Section 8 for the Operator to do so.

9. POWERS EXERCISABLE BY SPECIAL RESOLUTION

The following powers shall only be exercisable by Special Resolution passed by the Co-Owners:

(a) terminating the appointment of the Operator and appointing a new Operator from time to time, in accordance with the provisions of Section 10;

(b) instituting or continuing an action or suit against the Operator for damages based upon the fraud or gross negligence of the Operator in the performance of its obligations under this Agreement;

(c) requiring the Operator to remove the incumbent independent firm of chartered accountants qualified in Canada appointed pursuant to Section 16 and requiring the Operator to appoint a replacement; or

(d) apppointing a replacement for the Nominee in the event that the Nominee should be wound up or dissolved or be declared a bankrupt, such replacement to hold legal title to the Property as nominee and bare trustee for and on behalf of the Co-Owners, to the extent of their respective Interests (including the Operator if it retains any Retained Interest.)

10. CONTROL AND AUTHORITY VESTS WITH CO-OWNERS

The Co-Owners may by Special Resolution terminate and remove the Operator (in its capacity as Operator and not as a Co-Owner)and appoint a new Operator in its place and stead. Such new Operator shall be bound by all of the terms of this Agreement and shall execute an agreement confirming that it is bound under this Agreement as if it was an original signatory thereto.

Upon termination, the Operator terminated shall forthwith upon request of the person designated in the Special Resolution as the replacement Operator (the "**Designated Person**") do the following:

(a) deliver all agreements, documents, instruments, books and records and writings relating to the Property in its possession to the Designated Person, including, without limitation, the Co-Owners Record;

(b) execute and deliver such consents, acknowledgements and assignments pertaining to the Property and any Planning Activities as the Designated Person may require;

(c) cause its representatives on the board of directors of the Nominee to execute resignations as directors and officers forthwith after being required to do so by the Designated Person, provided the Nominee shall continue to indemnify such directors and officers in accordance with its by-laws in existence at the date hereof;

(d) execute and deliver a release in form and content satisfactory to the Designated Person, acting reasonably, releasing the Nominee and the Co-Owners from any liability, provided that: (i) the release by the Operator shall not release the Co-Owners from their obligation to continue to indemnify the Operator pursuant to Section 21 hereof; and (ii) the

Operator receives a release in form and content satisfactory to the Operator, acting reasonably, executed by the Nominee and by the Designated Person for and on behalf of itself and each of the Co-Owners, releasing the Operator from any liability, and the Co-Owners expressly acknowledge and agree that the Designated Person shall have the power and authority to deliver such release, without any further approval or authorization required from the Co-Owners;

(e) do all things necessary and execute all necessary documents to effect the change of shareholders of the Nominee as directed by the Designated Person; and

(f) otherwise co-operate and assist to carrying out and giving effect to each of the actions set out in Section 10(a), (b), (c), (d) and (e) above.

The Operator may at any time and from time to time by notice in writing, substantially in the form annexed hereto as Schedule "3" (the "**Notice Requisitioning a Special Resolution**") to all Co-Owners, request the Co-Owners to consider and approve any matter relating to the Property requiring a Special Resolution pursuant to the terms of this Agreement. The Notice Requisitioning a Special Resolution shall specify with reasonable detail the matter to be considered and approved by Special Resolution.

Any Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may at any time and from time to time by written notice to the Operator require the Operator to deliver a Notice Requisitioning a Special Resolution with respect to any matter relating to the Property, including any matter requiring a Special Resolution pursuant to this Agreement. If the Operator fails to deliver such Notice Requisitioning a Special Meeting within 21 days after receiving the written request to do so, then in such event, a Co-Owner holding an Interest of 15% or more in the Property or any group of Co-Owners holding Interests of 15% or more in the Property, may deliver to the other Co-Owners the Notice Requisitioning a Special Resolution which the Operator failed to deliver within the time provided in this Section 10 for the Operator to do so.

11. CO-OWNERS RECORD AND TRANSFERS OF INTEREST

The Operator shall record and at all times maintain and keep up to date a record of the names, addresses and other contact information for the Co-Owners, and the Interest held by each of the Co-Owners as well as particulars of any Transfer of Interests (collectively, the "**Co-Owners Record**").

No Co-Owner shall sell, transfer, assign, mortgage, pledge, grant a security interest or otherwise encumber or dispose of its Interest in the Property (each, a "**Transfer**"), except in compliance with any applicable requirements of the *Securities Act* (Ontario) and any other applicable legislation and otherwise in accordance with the provisions of this Agreement, if and to the extent required.

A Co-Owner may Transfer an Interest or part thereof provided that such Co-Owner complies and satisfies each of the following conditions:

(a) the transferor first delivers to the Operator an original or notarial copy of the executed document or instrument effecting the Transfer which shall be in such form as may be acceptable to the Operator, acting reasonably;

(b) the transferee agrees in writing and in such form as may be acceptable to the Operator, to be bound by the terms of this Agreement and upon completion of the Transfer to

assume the obligations of the transferor under this Agreement in respect of the Interest subject to the Transfer;

(c) the transferor delivers or causes to be delivered to the Operator a direction addressed to both the Nominee and the Operator, in form and substance satisfactory to the Operator and the Nominee, directing the Nominee to execute and deliver a Declaration of Trust for the Interest subject to the Transfer in favour of the transferee;

(d) the transferee pays such costs, expenses and disbursements, including legal fees, as are reasonably incurred by the Operator by reason of the Transfer;

(e) the transferee pays all applicable HST pursuant to the *Excise Tax Act*, and all applicable LTT pursuant to the *Land Transfer Tax Act*, and makes or causes to be made any and all necessary filings, payments and remittances within the time periods required therefor under the provisions of the *Excise Tax Act* and the *Land Transfer Tax Act* and the respective regulations thereunder;

(f) the transferor either provides the transferee with evidence reasonably satisfactory to the transferee that the transferring Co-Owner is not then a "non-resident" of Canada within the meaning of the *Income Tax Act* or provide the transferee with a certificate pursuant to subsection 116(2) of the *Income Tax Act* with a certificate limit in an amount not less than the purchase price for the Interest subject to the Transfer; provided that if such evidence or certificate is not forthcoming, the transferee shall be entitled to make the payment of tax required under section 116 of the *Income Tax Act* and to deduct such payment from the purchase price for the Interest subject to the Transfer;

(g) the transferee executes and delivers to the Operator a counterpart of the Agreement; and

(h) the transferor provides such other documents, agreements, acknowledgements and confirmations as may be required by the Operator or by law (including compliance by the transferring Co-Owner with the provisions of the *Securities Act* (Ontario) if and to the extent applicable).

When a transferee of an Interest is entitled to become a Co-Owner pursuant to the provisions hereof, the Operator will:

(i) record a Transfer of the Interest; and

(j) forward a Declaration of Trust to the transferee in respect of the Interest so transferred.

For the avoidance of doubt, a Transfer by Co-Owner may include a transfer into trust, in which case the terms "sale and purchase agreement", "Purchaser", "purchase", "purchased", and "sale", wherever such terms appear in this Agreement, shall be read so as to recognize that such Transfer is not a purchase and sale transaction between a Co-Owner and a purchaser but a transaction in the nature of a transfer into trust by the transferring Co-Owner to a trustee. Nothing in this Section 11 shall be construed to affect the provisions of Section 12 of this Agreement.

12. OPERATOR NOT BOUND TO SEE TO TRUST OR EQUITY

Other than pursuant to the terms of the Declaration of Trust, the Operator shall not be bound to see to the execution of any trust, express, implied or constructive, or any charge, pledge or equity to which any Interest is subject, or to ascertain or inquire whether any sale or transfer of any such Interest by any Co-Owner or by his personal representatives is authorized by such trust, charge, pledge or equity, or to recognize any person having any interest therein except for the person or persons recorded by the Operator as the Co-Owner.

13. INCAPACITY, DEATH, INSOLVENCY OR BANKRUPTCY

Where a person becomes entitled to an Interest by incapacity, death, insolvency or bankruptcy of a Co-Owner or otherwise by operation of law, in addition to the requirements of Section 11 hereof, that person will not be recorded as or become a Co-Owner until:

(a) he produces evidence satisfactory to the Operator of such entitlement; and

(b) he has delivered such other evidence, approvals and consents in respect of such entitlement as the Operator may require and as may be required by applicable law or by this Agreement.

14. DECLARATIONS OF TRUST

A separate Declaration of Trust shall be executed and delivered by the Nominee to each Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of a Co-Owner to the extent of the Co-Owner's Interest. Provided that the Transfer of an Interest has been effected in accordance with the provisions of Section 11 of this Agreement, a separate Declaration of Trust shall be executed and delivered by the Nominee to each transferee Co-Owner of an Interest from a transferring Co-Owner, wherein the Nominee shall declare that it holds title to the Property as nominee and bare trustee for and on behalf of the transferee Co-Owner to the extent of such Co-Owner's Interest.

15. LOST DECLARATIONS OF TRUST

Where a Co-Owner by notice in writing advises the Operator that the Declaration of Trust with respect to such Co-Owner's Interest has been defaced, lost or destroyed or wrongly taken, the Operator may cause a new Declaration of Trust to be issued, provided that the Co-Owner files with the Operator an indemnity in such form as is satisfactory to the Operator to indemnify the Operator, the Nominee and the other Co-Owners from any loss, cost, liability or damages that it or they may incur or suffer by complying with the request to issue a new Declaration of Trust, and provided further that the Co-Owner satisfies all other reasonable requirements of the Operator, including delivery of a form of proof of loss.

16. BOOKS AND RECORDS AND FINANCIAL REPORTS

The Operator will keep or cause to be kept on behalf of the Co-Owners at the Operator's principal place of business in Ontario:

(a) full and accurate books of account and records of all financial transactions relating to the Property including, without limitations, the receipts and expenditures relating to the Property and the Concept Planning Fund;

(b) the Co-Owners Record setting out the name and address of each Co-Owner; and

(c) copies this Agreement and all counterparts.

At any time upon 10 Business Days written notice to the Operator a Co-Owner may request the Operator to examine any of the documents noted in clauses (a) and (b) above at the office of the Operator and may take copies thereof provided that such requesting Co-Owner pays the reasonable cost to the Operator for making such copies, provided further that any such requesting Co-Owner shall have first provided an affidavit and undertaking, in form and substance satisfactory to the Operator, acting reasonably, duly sworn before a notary public or other individual authorized to administer oaths in the jurisdiction of residence of the

Purchaser, stating: (aa) the name and address of such requesting Co-Owner, and that the Co-Owner is a Co-Owner; (bb) that the Co-Owners Record shall not be used by the requesting Co-Owner or any other person except in connection with a *bona fide* effort to influence the voting by Co-Owners on an Ordinary Resolution or a Special Resolution; (ccc) that the information so provided is subject to applicable privacy rules and regulations; (ddd) that none of the information provided pursuant to clause (a) above shall be disclosed by or on behalf of the requesting Co-Owner to any person who is not a Co-Owner, that such information is proprietary to the Operator and the Co-Owners, and that its disclosure could cause irreparable harm to the other Co-Owners and the Operator; (eee) that the requesting Co-Owner will not, directly or indirectly, offer for sale or purchase, or otherwise traffic in, a list or copy of a list of the Co-Owners or any information contained in the Co-Owners Record; (fff) the requesting Co-Owner acknowledges and agrees that in the event of a breach of any of the covenants, provisions and restrictions in affidavit, the Co-Owners' and Operator's remedy in the form of monetary damages may be inadequate and that the Operator, for itself and on behalf of the other Co-Owners, shall be authorized and entitled, in addition to all other rights and remedies available to it and them, to apply for and obtain from any court of competent jurisdiction interim and permanent injunctive relief and an accounting of all profits and benefits arising out of such breach; and (ggg) that the requesting Co-Owner shall indemnify and hold harmless the Operator and the Nominee and the other Co-Owners from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee or the other Co-Owners by reason of any breach by such requesting Co-Owner of any of the covenants, provisions and restrictions contained in the affidavit.

The Operator shall provide or cause to be provided to each Co-Owner not later than 120 days after the end of each calendar year, financial statements showing the financial results for the Property for such calendar year. The Operator shall retain, at the expense of the Co-Owners, an independent firm of chartered accountants qualified in Canada to prepare such financial statements. Such financial statements shall contain a balance sheet, and a statement of cash flows and shall be prepared in accordance with Canadian accounting standards for private enterprises ("**ASPE**") applicable to the real estate industry in Canada and applied on a consistent basis from year to year. The financial statements shall not be required to be audited unless the Co-Owners by Ordinary Resolution require audited financial statements. For greater certainty, the funds in the Concept Planning Fund are hereby recognized as being the funds of the Operator, not of the Co-Owners.

17. AMENDMENT OF AGREEMENT

This Agreement may be amended in writing on the initiative of the Operator with the consent of the Co-Owners given by Ordinary Resolution. Notwithstanding the foregoing, the Operator may, without any prior notice to or consent from the Co-Owners amend any provision of this Agreement from time to time:

(a) to cure an ambiguity or to correct or supplement any provision contained herein which, in the reasonable opinion of the Operator, may be defective or inconsistent with any other provision contained herein, and with respect to which the cure, correction or supplemental provision does not and will not adversely affect the Interests of the Co-Owners; or

(b) to make such other provisions in regard to matters or issues relating to or arising under this Agreement which, in the reasonable opinion of the Operator, do not and will not adversely affect the Interests of the Co-Owners.

The Operator agrees to inform the Co-Owners by written notice within 60 days following the effective date of an amendment to this Agreement and provide copies of the amending agreement within the said 60 days.

18. PLANNING ACTIVITIES AND CONCEPT PLANNING FUND

As agent for the Vendor, the Operator shall deposit an amount equivalent to the Concept Planning Fund Contribution (as such term is defined in each Sale and Purchase Agreement) received by the Vendor under every completed Sale and Purchase Agreement into a single, segregated account (the "**Concept Planning Fund**") to be in the name of the Operator and to be used by the Operator solely for the purpose of paying the costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities, and those costs and expenses enumerated in Section 6(j) of this Agreement.

The Concept Planning Fund is intended to be a deposit account. Each Co-Owner's respective proportionate share of any excess cash remaining in the Concept Planning Fund, as determined by the Operator, will be refunded without interest to the Co-Owner following completion of the sale of the Property. Each Co-Owner's share of any shortfall in the Concept Planning Fund (and in the payment of those other costs and expenses enumerated in Section 6(j) of this Agreement) will be paid by the Co-Owner and deducted from his proportionate share of any sale proceeds receivable by him, if and when the Property is sold or otherwise disposed of. Each Co-Owner hereby irrevocably authorizes and directs the Operator to withhold from his proportionate share of any amounts otherwise receivable by it under this Agreement the amount of any such shortfall, and to pay such amount to the Operator.

The Operator shall keep proper and accurate records and details of all expenses paid out of the Concept Planning Fund, and at the request of the Vendor, provide access to the Vendor's representatives to such records and details of expenses to permit the Vendor to satisfy itself that such expenses were paid in accordance with the provisions of this Agreement.

The Operator shall prepare, perform and take or cause to be prepared, performed and taken all Planning Activities as it determines in its reasonable discretion are necessary for and on behalf of the Co-Owners including, without limitation, the following:

(a) surveys and concept plans in connection with the rezoning of the Property;

(b) in the reasonble discretion of the Operator, engage all consultants and professionals including, without limitation, legal counsel with respect to rezoning of the Property or any other Planning Activities;

(c) enter into or request the Nominee to enter into and deliver any documents, consent, acknowledgements or agreements including, without limitation, easements, rights in the nature of an easement, transfers, undertakings, applications, appeals and/or any other similar or related agreements or documents which may be required in the reasonable discretion of the Operator in connection with the Planning Activities;

(d) pay for all costs and expenses associated with Planning Activities, municipal property taxes and the cost of maintaining the Property, out of the Concept Planning Fund, and if insufficient, out of additional funds provided by the Co-Owners; and

(e) keep detailed records and accounts for or pertaining to the Planning Activities.

If the amount set aside in the Concept Planning Fund is not sufficient to defray all costs and expenses related to the Property of every nature and kind, including without limitation, those incurred in connection with any Planning Activities and those costs and expenses enumerated in Section 6(j) of this Agreement, the Operator, in the exercise of its absolute discretion, and without the approval of the Co-Owners, may advance to the Co-Owners an amount or amounts on account of such shortfall to a maximum of 5% of the aggregate purchase prices paid by all Co-Owners for their respective Interests(collectively, the "**Initial Advance**"). The Initial Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance made to the Co-Owners out of the proceeds of the sale of the Property.

If the cost of Planning Activities exceeds the combination of the Concept Planning Fund and the Initial Advance, the Operator, as it deems necessary in the exercise of its absolute discretion but subject to the approval of the Co-Owners by way of an Ordinary Resolution, may advance to the Co-Owners additional amounts as may be required for such purposes (collectively, the "**Additional Advance**"). The Additional Advance amount shall bear no interest and shall be fully repaid out of the proceeds derived from the Property including from the sale of the Property, after repayment of the Initial Advance, and the Operator shall be entitled to withhold an amount sufficient to repay the aggregate amount of the Initial Advance and the Additional Advance made to the Co-Owners out of the proceeds of the sale of the Property.

19. SALE OF THE PROPERTY

Any offer to purchase the Property received by the Operator or the Nominee, which the Operator deems acceptable (the "**Offer**") shall be presented to all of the Co-Owners for consideration and if approved by an Ordinary Resolution such Offer shall be accepted by the Nominee and such acceptance shall be binding upon all of the Co-Owners. Any sale of the Property by the Nominee resulting from an Offer the acceptance of which was approved by an Ordinary Resolution of the Co-Owners shall be deemed to include the sale by the Co-Owners of the Interests.

The Co-Owners hereby agree that Operator shall have the right, exercisable by notice in writing to the Co-Owners within 30 days after the Co-Owners have passed an Ordinary Resolution to accept the Offer, to purchase the Property at the same price and on the same terms and conditions as are contained in the Offer approved by Ordinary Resolution of the Co-Owners.

If the Operator fails to provide the notice exercising its right to purchase the Property on the same terms and conditions as are contained in the Offer within the said 30 days, then the Nominee shall accept the Offer and complete the transaction with the party that made the Offer the acceptance of which was approved by Ordinary Resolution of the Co-Owners.

20. HST AND LTT

Each of the Co-Owners hereby authorizes the Operator to make any and all filings, payments and/or remittances for HST with respect to the purchase by each Co-Owner of his respective Interest and any other payments of HST applicable to the services provided to the Nominee or in respect of the Property or the Interest of a Co-Owner.

Each Co-Owners hereby authorizes the Operator to carry out any HST reporting or filing obligations that are required in respect of the Interests or the Property. Such authority shall

include the execution of any documents that have to be or which may be advisable to be executed under the *Excise Tax Act*. The Operator shall to the extent required under the *Excise Tax Act* make and satisfy all filing and reporting obligations of a Co-Owner with respect to the Interest of the Co-Owner and shall provide each Co-Owner with copies of such filings and reports.

Each of the Co-Owners hereby authorizes the Operator to make any and all filings payments and/or remittances, from funds provided by the Co-Owner, relating to LTT arising from the purchase by each Co-Owner from the Vendor of his respective Interest in the Property. For greater certainty, each of the Co-Owners hereby authorizes the Operator on behalf of the Co-Owner and with the Co-Owner's funds to make any and all payments, remittances and filings under the provisions of the *Land Transfer Tax Act* relating to LTT and within the time period required therefor under the *Land Transfer Tax Act*, arising from the acquisition and/or ownership of the Interest. The Operator shall provide each Co-Owner with copies of such filings and evidence of the payments and remittances upon the written request of a Co-Owner.

21. POWER OF ATTORNEY

Each Co-Owner hereby nominates, constitutes and appoints each of the Operator and the Nominee, acting alone or together, with full power of substitution, as his true and lawful attorney and agent with full power and authority in his name, place and stead, for his use and benefit, to do the following, as fully and effectually as the Co-Owner could do if personally performed including, without limitation:

(a) execute and deliver all such documents or instruments on behalf of and in the name of the Co-Owners, or any of them, as may be deemed necessary by the Operator to carry out fully the provisions of this Agreement in accordance with its terms;

(b) execute, swear to, acknowledge, deliver, file and/or remit to or with the Ministry of Finance (Ontario) pursuant to the *Land Transfer Tax Act*, as amended, all necessary returns and payment or remittances in connection with the acquisition by the Co-Owners of their respective Interests in the Property;

(c) execute, acknowledge, deliver and file and/or remit to or with the CRA, all necessary instruments, declarations, certificates and other documents, and remittances relating to HST;

(d) execute, acknowledge, deliver and file as and where required any election made pursuant to subsection 273(1) of the *Excise Tax Act* as contemplated in each Purchase Agreement;

(e) execute and deliver all conveyances, agreements, documents and other instruments pertaining to the sale, development, redevelopment, financing, refinancing or leasing of the Property as the Operator determines in its sole discretion is in the best interests of the Co-Owners, and as permitted by this Agreement or authorized by Ordinary Resolution or Special Resolution of the Co-Owners; and

(f) execute, acknowledge, deliver and file any and all CRA non-resident personal income tax returns.

Each Co-Owner acknowledges and confirms that the power of attorney granted herein is made pursuant to the *Powers of Attorney Act* (Ontario) and is a power coupled with an interest, will survive the death, disability or other legal incapacity of the Co-Owner and will survive the assignment (to the extent of the Co-Owner's obligations hereunder) by the Co-Owner of the whole or any part of his Interest and extends to the heirs, executors, administrators, successors

and assigns of the Co-Owner and may be exercised by the Operator or the Nominee, acting alone or together, executing on behalf of the Co-Owners, or any of them, any instrument, by listing all of the Co-Owners to be bound by such instrument with a single signature as attorney and agent for all of them, or otherwise. Each of the Co-Owners agrees to be bound by any representations and actions made or taken in good faith and in accordance with the terms of this Agreement by the Nominee and/or the Operator pursuant to such power of attorney in accordance with the terms hereof and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the Nominee or the Operator taken in good faith under such power of attorney. The Operator shall, at the written request of a Co-Owner, provide such Co-Owner with copies of any of the documents or instruments executed, sworn, delivered, acknowledged or remitted by the Operator for and on behalf of that Co-Owner only under the power of attorney provided for in this Section 21.

22. INDEMNIFICATION

Each of the Co-Owners hereby agrees, severally and not jointly or jointly and severally, to indemnify and hold harmless the Operator and the Nominee from and against any and all losses, costs, expenses, liabilities and damages (including reasonable legal fees and disbursements) incurred by the Operator or the Nominee, or by any one or more attorneys appointed by it or them under the power to substitute pursuant to the power of attorney provision contained in Section 21 above, by reason of acts, omissions or alleged acts or omissions arising out of the activities of the Operator or the Nominee on behalf of the Co-Owners or in furtherance of the Interests of the Co-Owners but only if the acts, omissions or the alleged acts or omissions in respect of which any actual or threatened action, proceeding or claim are based, were performed in good faith and in accordance with the Agreement.

23. VENDOR'S RIGHT TO RETAIN AN INTEREST

The Co-Owners acknowledge and agree that the Vendor has the right, but not the obligation, to retain an undivided beneficial Interest in the Property (a "**Retained Interest**"), to whatever extent it wishes, and the Vendor to the extent of any such Retained Interest shall for the purposes of this Agreement be a Co-Owner and be deemed to be bound by this Agreement. The Vendor may at any time and from time to time Transfer and assign all or any part of such Retained Interest to any person or persons it deems appropriate and upon such Transfer or assignment, the assignee or transferee thereof shall execute a counterpart of this Agreement and shall be a Co-Owner to the extent of the Retained Interest so transferred or assigned.

24. COMPETING INTERESTS

Each of the Co-Owners and the Operator is entitled, without the consent of any of the others of them, to own property and to carry on any business or activity whatsoever, whether of the same or different nature as that owned by or carried on by any of them, and whether or not in competition with the Interests, the Property or any activity carried on by any of them, and neither any Co-Owner nor the Operator shall be liable to account to any of the other of them.

25. NOTICES

Any notice or communication required or permitted to be given to the Nominee, the Vendor, the Operator or the Co-Owners hereunder shall be in writing and shall be given by delivery or by mailing to same to be addressed as follows:

(a) To the Nominee, the Vendor or the Operator, at its respective mailing address provided in Section 4 above.

(b) To each Co-Owner at his last address shown on the Co-Owners Record maintained by the Operator.

Any notice or communication delivered as aforesaid shall be in the English language but may be accompanied by an unofficial translation and shall be deemed to have been given to the addressee on the day of delivery, if delivered by courier or, if mailed as aforesaid, shall be deemed to have been given to the addressee on the 10th Business Day following the mailing of such notice, provided that, for such purposes, no day during which there shall be a strike or other occurrence which shall interfere with normal mail services shall be considered a Business Day. If delivery of any notice or communication is made via fax, delivery shall be deemed to have been made on the day following the sending of the fax unless such day is not a Business Day, in which case delivery shall be deemed to have been made on the next Business Day.

26. FURTHER ACTS

The parties hereto agree to execute and deliver such further and other documents and to perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

27. BINDING EFFECT

Subject to the restrictions on Transfers herein contained, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and permitted assigns.

28. SEVERABILITY

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts, by original or facsimile signature, with the same affect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same agreement.

30. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, in the Country of Canada and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario, in the Country of Canada.

31. DISPUTE RESOLUTION

Any disputes, claims, disagreements, differences, (including, without limitation, interpretation, performance and enforcement) (collectively the "**Dispute**") that may arise between the Co-Owners or any of them and/or the Operator and/or the Nominee relating in any manner to this Agreement, the Property, or the Interests or any of them, shall attempted to be resolved by mediation and if such mediation is not successful, then by arbitration.

Upon written demand of the Nominee, the Operator or the Co-Owners or any them and within 10 days after such demand, the parties shall attempt to appoint a mediator. If within such period of time they are unable to agree on a mediator, the Dispute shall be resolved by arbitration. If the parties to the Dispute are unable to agree upon a single arbitrator within 10 days after a demand has been made by any party to the Dispute to appoint a single arbitrator then, any party to the Dispute may apply, to a Justice of the Superior Court of Justice sitting in the City of Toronto, in the Province of Ontario, Canada for the appointment of an arbitrator.

The arbitration shall proceed in accordance with the provisions of the *Arbitration Act*, 1991 (Ontario) and any amendments or successor legislation thereto, which provisions shall apply *mutatis mutandis*. The arbitrator shall have the power to determine the procedure for the arbitration and to deliver his or her award notwithstanding the default by any party in respect of any procedural order made by the arbitrator.

The arbitrator shall proceed immediately to hear and determine the Dispute. The award of the arbitrator shall be made within 30 days after the appointment of the arbitrator, subject to any reasonable delay due to unforeseen circumstances. The award of the arbitrator shall be in writing and signed by the arbitrator, and shall be final and binding on the parties to the Dispute, not subject to any appeal, and the parties to the Dispute shall abide by the award and perform the terms and conditions thereof. The arbitration award shall deal with the costs of arbitration and all matters related thereto including the arbitrator's fees and expenses. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Unless otherwise mutually agreed, any mediation or arbitration of a Dispute shall take place in the Municipality of Metropolitan Toronto, in the Province of Ontario, in the Country of Canada.

32. NO INTENTION TO CREATE A PARTNERSHIP

The Co-Owners acknowledge, agree and declare that the entering into of this Agreement does not, and is not intended to, create a partnership, for any purpose. The Co-Owners further agree that nothing herein is to be construed as a limitation of the powers or rights of any Co-Owner to carry on its separate respective activities. Except for the Operator as contemplated in this Agreement, none of the Co-Owners shall have the right to bind any of the other Co-Owners, transact any business in any of the other Co-Owners names or on their behalf or incur any liability for or on behalf of any of the other Co-Owners. The Co-Owners agree that they shall each report their income or loss arising from the ownership of their Interests, for both accounting and income tax purposes, and to the applicable taxing authorities, as co-venture parties independent of one another, and not as partners in a partnership.

33. NO RIGHT TO PARTITION, ETC.

Each of the Co-Owners, by becoming a party to this Agreement, agrees and will be deemed to have agreed that he will not seek any remedy or right for the termination of this Agreement which would otherwise be available at law or in equity or for the termination of the co-ownership of the Property or which would otherwise be available pursuant to the *Partition Act*, R.S.O. 1980, c. 369,) and any amendments or successor legislation thereto, and each such Co-Owner shall be forever estopped from asserting otherwise and from seeking such remedy or right. In the event of any breach of the provisions of this Section 33 by a Co-Owner, the other Co-Owners and the Operator shall, in addition to all rights and remedies at law or in equity to which it is or they are otherwise entitled, be entitled to a decree or order

perpetually restraining and enjoining such partition, application, action or other proceeding, and the first-mentioned Co-Owner shall not plead in defence thereto that there would be an adequate remedy at law, it being acknowledged by all the parties hereto that the injury and damages flowing from any such breach would be impossible to measure monetarily.

34. TIME

Time shall be of the essence of this Agreement.

35. REFERENCE DATE

This Agreement is dated for reference as of the 29TH day of August, 2014.

IN WITNESS WHEREOF this Agreement is executed with effect as of the day and year first above written.

EXECUTED this 15TH day of NOVEMBER, 2020 with effect as of the day and year first above written.

CO-OWNER

WITNESS

✓ 内富博文

Signature of Witness

Print: **HIROFUMI UCHITOMI**

吹上瑞枝 ★

Signature of Co-Owner

Print: **MIZUE FUKIAGE**

✓

EXECUTED this 26TH day of FEBRUARY, 2021 with effect as of the day and year first above written.

FORT ERIE HILLS INC.

Per: Tim P. Sheeds
Name:
Title:
I/We are authorized to bind the Corporation.

EXECUTED this 26TH day of FEBRUARY, 2021 with effect as of the day and year first above written.

FORT ERIE HILLS INTERNATIONAL CANADA INC.

Per: Tim P. Sheeds
Name:
Title:
I/We are authorized to bind the Corporation.

EXECUTED this 26TH day of FEBRUARY, 2021 with effect as of the day and year first above written.

FORT ERIE HILLS CAPITAL MANAGEMENT INC.

Per: Tim P. Sheeds
Name:
Title:
I/We are authorized to bind the Corporation.

SCHEDULE "1"

Legal Description of Property

Lands and premises located on 87 Crooks Street and 0 Thompson Road East, in the Town of Fort Erie, in the Province of Ontario, in the Country of Canada and legally described as BLK R W/S Crooks St. PL525, Village Of Bridgeburg; LT 84 W/S Crooks St. PL 525 Village Of Bridgeburg, PT BLK S W/S Crooks St. PL525 Village Of Bridgeburg; PT LOT 8 CON 2 Niagara River Bertie As In RO461513; Fort Erie

SCHEDULE "2"

NOTICE OF REQUISITION OF ORDINARY RESOLUTION

By Co-Owners

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____, 201_ .

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: MIZUE FUKIAGE
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. FEH528-FEH540

By Operator

NOTICE IS HEREBY GIVEN that the undersigned requests the approval of the Ordinary Resolution attached as Appendix 1 hereto **by no later than** the _____day of _____, 201__ (the "**Return Date**"). If the form of Ordinary Resolution attached is not returned signed to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemd to have refused to approve the Ordinary Resolution.

Dated the _____ day of _____ , 201__.

FORT ERIE HILLS CAPITAL MANAGEMENT INC.

Per: _____

Name:
Title:
I have authority to bind the Corporation.

Appendix 1

FORM OF ORDINARY RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____, 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: MIZUE FUKIAGE
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. FEH528-FEH540

Identification No. _____

SCHEDULE "3"

NOTICE OF REQUISITION OF SPECIAL RESOLUTION

NOTICE IS HEREBY GIVEN that the undersigned Co-Owners holding 15% or more of the Interests require the Operator to request by written notice to all Co-Owners to approve the Special Resolution attached hereto as Appendix 1 **by no later than** the _____ day of _____, 201__ (the "**Return Date**"). If the form of Special Resolution attached is not returned to the Operator by the Return Date, the Co-Owner who has not returned the form by the Return Date shall be deemed to have refused to approve the Special Resolution.

Dated the _____ day of _____, 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: MIZUE FUKIAGE
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. FEH528-FEH540

Identification No. _____

Appendix I

FORM OF SPECIAL RESOLUTION

The Undersigned Co-Owner hereby elects to

( ) The Undersigned approves the following Resolution; or

( ) The Undersigned does not approve the following Resolution.

(Insert the Resolution requested in reasonable detail)

Dated the _____ day of _____ , 201__.

Witness	)	**Co-Owner**
_____	)	_____
Signature	)	Signature
Print: _____	)	Print: MIZUE FUKIAGE
Address: _____	)	Address: _____
_____	)	_____

Unit Identification No. FEH528-FEH540

Identification No. _____

DECLARATION OF TRUST

Cert. No. FEH_JP_7abdfbd11b37a9f822fb1ffefb860a31

Interest: 13 / 590TH

ID. 44759 UDI. FEH528-FEH540

MIZUE FUKIAGE

This is to certify that MIZUE FUKIAGE is the owner of an undivided beneficial 13/590TH interest (the "**Interest**") epresenting a value of ONE HUNDRED AND THIRTY THOUSAND DOLLARS ONLY of lawful money of Canada (C$130,000.00) in the real property located on 85 Crooks Street, in the Town of Fort Erie, in the Province of Ontario, in the Country of Canada and legally described as BLK R W/S Crooks St. PL525, Village Of Bridgeburg; LT 84 W/S Crooks St. PL 525 Village Of Bridgeburg, PT BLK S W/S Crooks St. PL525 Village Of Bridgeburg; PT LOT 8 CON 2 Niagara River Bertie As In RO461513; Fort Erie (the "**Property**") and that Fort Erie Hills Inc., as the registered holder of title to the Property, declares and acknowledges that it is holding title to the Property in trust for and on behalf of MIZUE FUKIAGE, to the extent of the Interest.

Reference is made to the co-owners agreement (the "**Agreement**") dated for reference as of the 29TH day of AUGUST, 2014 among the owner of the Interest named in the within Declaration of Trust, Fort Erie Hills Inc. Fort Erie Hills International Canada Inc., Fort Erie Hills Capital Management Inc., and all other owners of undivided beneficial interests in the Property from time to time who execute a counterpart of the Agreement. The Agreement provides for certain rights and obligations of the owners of undivided beneficial interest in the Property.

This Declaration of Trust and the Interest represented hereby are not transferable by delivery but only by the registered holder hereof, or by his agent duly authorized in writing, upon compliance with the provisions of the Agreement, including delivery to Fort Erie Hills International Canada Inc. at its principal office in Mississauga, Ontario, of this Declaration of Trust together with a duly executed transfer of beneficial interest in the form required by Fort Erie Hills International Canada Inc.

IN WITNESS WHEREOF Fort Erie Hills Inc. and Fort Erie Hills International Canada Inc., have caused this Declaration of Trust to be signed by its duly authorized officers this 19TH of FEBRUARY 26 2021.

FORT ERIE HILLS INC.

Per: Tim P. Sheets

Name:
Title:
I have authority to bind the Corporation

FORT ERIE HILLS INTERNATIONAL CANADA INC.

Per: Tim P. Sheets

Name:
Title:
I have authority to bind the Corporation

THIS IS **EXHIBIT "NN"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

Ontario ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND REGISTRY OFFICE #59

64233-0064 (LT)

PREPARED FOR katherine01
ON 2024/11/12 AT 15:51:17

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

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

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
1999/12/13

OWNERS' NAMES
CBJ - FORT ERIE HILLS INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1999/12/13 ON THIS PIN						
WAS REPLACED WITH THE "PIN CREATION DATE" OF 1999/12/13						
*** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1999/12/10 ***						
***SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:*						
*** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES **						
*** AND ESCHEATS OR FORFEITURE TO THE CROWN.*						
*** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF*						
*** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY*						
*** CONVENTION.*						
*** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.*						
***DATE OF CONVERSION TO LAND TITLES: 1999/12/13 ***						
BB50775	1966/08/26	BYLAW				C
RO106181	1969/07/31	BYLAW				C
RO461513	1985/11/20	TRANSFER		**** COMPLETELY DELETED ****	FORT ERIE JAYCEES	
SN112598	2006/03/07	LR'S ORDER		**** COMPLETELY DELETED **** LAND REGISTRAR	LAND REGISTRAR	
	REMARKS: RE: RO461513					
SN127630	2006/07/10	NOTICE		THE CORPORATION OF THE TOWN OF FORT ERIE	FORT ERIE JAYCEES	C
	REMARKS: SITE PLAN AGREEMENT					
SN331617	2011/11/25	CHARGE		**** COMPLETELY DELETED ****		

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				FORT ERIE JAYCEES	THE TORONTO-DOMINION BANK	
SN357573	2012/09/24	CHARGE		*** COMPLETELY DELETED ***		
				FORT ERIE JAYCEES	BUSINESS SUCCESS & LOAN CENTRE FORT ERIE	
SN376098	2013/05/29	CHARGE		*** COMPLETELY DELETED ***		
				FORT ERIE JAYCEES	BUSINESS SUCCESS & LOAN CENTRE FORT ERIE	
SN376100	2013/05/29	NO ASSGN RENT GEN		*** COMPLETELY DELETED ***		
				FORT ERIE JAYCEES	BUSINESS SUCCESS & LOAN CENTRE FORT ERIE	
REMARKS: SN376098.						
SN378729	2013/06/26	DISCH OF CHARGE		*** COMPLETELY DELETED ***		
				THE TORONTO-DOMINION BANK		
REMARKS: SN331617.						
SN413152	2014/08/27	DISCH OF CHARGE		*** COMPLETELY DELETED ***		
				BUSINESS SUCCESS & LOAN CENTRE FORT ERIE		
REMARKS: SN357573.						
SN413676	2014/08/29	TRANSFER		*** COMPLETELY DELETED ***		
				FORT ERIE JAYCEES	FORT ERIE HILLS INC.	
REMARKS: PLANNING ACT STATEMENTS.						
SN413814	2014/09/02	DISCH OF CHARGE		*** COMPLETELY DELETED ***		
				BUSINESS SUCCESS & LOAN CENTRE FORT ERIE		
REMARKS: SN376098.						
SN616555	2020/01/15	CHARGE		*** COMPLETELY DELETED ***		
				FORT ERIE HILLS INC.	NATIONAL HOLDINGS LTD.	
SN662609	2021/02/23	CHARGE		*** COMPLETELY DELETED ***		
				FORT ERIE HILLS INC.	2703738 ONTARIO LIMITED	
SN662610	2021/02/23	NO ASSGN RENT GEN		*** COMPLETELY DELETED ***		
				FORT ERIE HILLS INC.	2703738 ONTARIO LIMITED	
REMARKS: SN662609						
SN698783	2021/11/01	TRANSFER	$15,950,000	FORT ERIE HILLS INC.	CBJ - FORT ERIE HILLS INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
SN698784	2021/11/01	CHARGE		*** COMPLETELY DELETED ***		
				CBJ - FORT ERIE HILLS INC.	BURRELL, JEFFREY	

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
SN698785	2021/11/01	CHARGE		*** COMPLETELY DELETED *** CBJ - FORT ERIE HILLS INC.	ROMEO, SALVATORE	
SN698786	2021/11/01	CHARGE		*** COMPLETELY DELETED *** CBJ - FORT ERIE HILLS INC.	FORT ERIE HILLS INC.	
SN706508	2021/12/22	APL DEPOSIT PLAN		*** COMPLETELY DELETED ***		
59R17149	2021/12/23	PLAN REFERENCE				C
REMARKS: SN706508.						
SN713009	2022/02/11	APL DEPOSIT PLAN		*** COMPLETELY DELETED ***		
59R17187	2022/02/14	PLAN REFERENCE				C
REMARKS: SN713009.						
SN714863	2022/02/25	CHARGE		*** COMPLETELY DELETED *** CBJ - FORT ERIE HILLS INC.	2703738 ONTARIO LIMITED	
SN714864	2022/02/25	POSTPONEMENT		*** COMPLETELY DELETED *** BURRELL, JEFFREY	2703738 ONTARIO LIMITED	
REMARKS: SN698784 TO SN714863						
SN714865	2022/02/25	POSTPONEMENT		*** COMPLETELY DELETED *** ROMEO, SALVATORE	2703738 ONTARIO LIMITED	
REMARKS: SN698785 TO SN714863						
SN714866	2022/02/25	POSTPONEMENT		*** COMPLETELY DELETED *** FORT ERIE HILLS INC.	2703738 ONTARIO LIMITED	
REMARKS: SN698786 TO SN714863						
SN714867	2022/02/25	DISCH OF CHARGE		*** COMPLETELY DELETED *** 2703738 ONTARIO LIMITED		
REMARKS: SN662609.						
SN732415	2022/06/29	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** 2703738 ONTARIO LIMITED	2229815 ONTARIO LTD.	
REMARKS: SN714863.						
SN757731	2023/02/16	CAUTION-NOTICE		*** COMPLETELY DELETED *** SKYLARK OFFICE PROPERTIES LTD. MACPHERSON BUILDERS ACQUISITION CORP.		
REMARKS: EXPIRES 60 DAYS FROM 2023/02/16						

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
SN759047	2023/03/03	WITHDRAWAL CAUTION		*** COMPLETELY DELETED *** SKYLARK OFFICE PROPERTIES LTD. MACPHERSON BUILDERS ACQUISITION CORP.		
	REMARKS: SN757731.					
SN783192	2023/10/25	CHARGE	$8,000,000	CBJ - FORT ERIE HILLS INC.	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
SN783193	2023/10/25	NO ASSGN RENT GEN		CBJ - FORT ERIE HILLS INC.	HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	C
	REMARKS: SN783192					
SN783194	2023/10/25	DISCH OF CHARGE		*** COMPLETELY DELETED *** NATIONAL HOLDINGS LTD.		
	REMARKS: SN616555.					
SN783195	2023/10/25	DISCH OF CHARGE		*** COMPLETELY DELETED *** 2229815 ONTARIO LTD.		
	REMARKS: SN714863.					
SN783196	2023/10/25	DISCH OF CHARGE		*** COMPLETELY DELETED *** BURRELL, JEFFREY		
	REMARKS: SN698784.					
SN783197	2023/10/25	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROMEO, SALVATORE		
	REMARKS: SN698785.					
SN783198	2023/10/25	DISCH OF CHARGE		*** COMPLETELY DELETED *** FORT ERIE HILLS INC.		
	REMARKS: SN698786.					
SN793320	2024/02/13	NOTICE	$5,000,000	BLAIN, DENNIS LAKEFRONT DEVELOPMENTS INC.		C
SN818765	2024/10/29	CHARGE	$49,000,000	CBJ - FORT ERIE HILLS INC.	1001045239 ONTARIO INC	C

THIS IS **EXHIBIT "OO"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 2533430 Ontario Inc.

FILE CURRENCY: February 20, 2025

ENQUIRY CONTAINS 0 PAGES, 0 FAMILY(IES).

NO REGISTRATIONS ARE REPORTED IN THIS ENQUIRY RESPONSE.

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: CGE Capital Management Inc.

FILE CURRENCY: February 20, 2025

ENQUIRY CONTAINS 0 PAGES, 0 FAMILY(IES).

NO REGISTRATIONS ARE REPORTED IN THIS ENQUIRY RESPONSE.

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MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Clearview Garden Estates Inc.

FILE CURRENCY: February 20, 2025

ENQUIRY CONTAINS 0 PAGES, 0 FAMILY(IES).

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MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Fort Erie Hills Capital Management Inc.

FILE CURRENCY: February 20, 2025

ENQUIRY CONTAINS 0 PAGES, 0 FAMILY(IES).

NO REGISTRATIONS ARE REPORTED IN THIS ENQUIRY RESPONSE.

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MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Fort Erie Hills Inc.

FILE CURRENCY: February 20, 2025

ENQUIRY CONTAINS 0 PAGES, 0 FAMILY(IES).

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MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: London Valley II Inc.

FILE CURRENCY: February 20, 2025

ENQUIRY CONTAINS 0 PAGES, 0 FAMILY(IES).

NO REGISTRATIONS ARE REPORTED IN THIS ENQUIRY RESPONSE.

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MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: London Valley III Inc.

FILE CURRENCY: February 20, 2025

ENQUIRY CONTAINS 0 PAGES, 0 FAMILY(IES).

NO REGISTRATIONS ARE REPORTED IN THIS ENQUIRY RESPONSE.

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MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

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TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: London Valley Inc.

FILE CURRENCY: February 20, 2025

ENQUIRY CONTAINS 0 PAGES, 0 FAMILY(IES).

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MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: London Valley IV Inc.

FILE CURRENCY: February 20, 2025

ENQUIRY CONTAINS 0 PAGES, 0 FAMILY(IES).

NO REGISTRATIONS ARE REPORTED IN THIS ENQUIRY RESPONSE.

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MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: London Valley V Inc.

FILE CURRENCY: February 20, 2025

ENQUIRY CONTAINS 0 PAGES, 0 FAMILY(IES).

NO REGISTRATIONS ARE REPORTED IN THIS ENQUIRY RESPONSE.

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MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: LV Capital Management Inc.

FILE CURRENCY: February 20, 2025

ENQUIRY CONTAINS 0 PAGES, 0 FAMILY(IES).

NO REGISTRATIONS ARE REPORTED IN THIS ENQUIRY RESPONSE.

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MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: LV II Capital Management Inc.

FILE CURRENCY: February 20, 2025

ENQUIRY CONTAINS 0 PAGES, 0 FAMILY(IES).

NO REGISTRATIONS ARE REPORTED IN THIS ENQUIRY RESPONSE.

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MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: LV III Capital Management Inc.

FILE CURRENCY: February 20, 2025

ENQUIRY CONTAINS 0 PAGES, 0 FAMILY(IES).

NO REGISTRATIONS ARE REPORTED IN THIS ENQUIRY RESPONSE.

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MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: LV IV Capital Management Inc.

FILE CURRENCY: February 20, 2025

ENQUIRY CONTAINS 0 PAGES, 0 FAMILY(IES).

NO REGISTRATIONS ARE REPORTED IN THIS ENQUIRY RESPONSE.

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MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: LV V Capital Management Inc.

FILE CURRENCY: February 20, 2025

ENQUIRY CONTAINS 0 PAGES, 0 FAMILY(IES).

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MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: NEC II Capital Management Inc.

FILE CURRENCY: February 20, 2025

ENQUIRY CONTAINS 0 PAGES, 0 FAMILY(IES).

NO REGISTRATIONS ARE REPORTED IN THIS ENQUIRY RESPONSE.

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Niagara Estates of Chippawa II Inc.

FILE CURRENCY: February 20, 2025

RESPONSE CONTAINS: APPROXIMATELY 1 FAMILIES and 1 PAGES.

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Niagara Estates of Chippawa II Inc.

FILE CURRENCY: February 20, 2025

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 1 ENQUIRY PAGE : 1 OF 1

SEARCH : BD : NIAGARA ESTATES OF CHIPPAWA II INC.

00 FILE NUMBER : 506912706 EXPIRY DATE : 02JUL 2029 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20240702 1958 1901 1112 REG TYP: P PPSA REG PERIOD: 05
02 IND DOB : IND NAME:
03 BUS NAME: NIAGARA ESTATES OF CHIPPAWA II INC.
OCN :
04 ADDRESS : 77 CITY CENTRE DRIVE, UNIT 602
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5B 1M5
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
2229815 ONTARIO LTD.
09 ADDRESS : 29-635 SAGINAW PARKWAY
CITY : CAMBRIDGE PROV: ON POSTAL CODE: N1T 0C1
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X 5580000 X
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13 NOTICE - SECURITY AGREEMENT CONTAINS COVENANT BY DEBTOR NOT TO GRANT
14 SECURITY INTERESTS IN OR TRANSFER TO THIRD PARTIES THE COLLATERAL
15 WITHOUT THE CONSENT OF THE SECURED PARTY.
16 AGENT: ESC CORPORATE SERVICES LTD.
17 ADDRESS : 445 KING STREET WEST, SUITE 400
CITY : TORONTO PROV: ON POSTAL CODE: M5V 1K4
LAST SCREEN

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: Talbot Crossing Inc.

FILE CURRENCY: February 20, 2025

ENQUIRY CONTAINS 0 PAGES, 0 FAMILY(IES).

NO REGISTRATIONS ARE REPORTED IN THIS ENQUIRY RESPONSE.

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: TGP-Talbot Crossing Inc.

FILE CURRENCY: February 20, 2025

ENQUIRY CONTAINS 0 PAGES, 0 FAMILY(IES).

NO REGISTRATIONS ARE REPORTED IN THIS ENQUIRY RESPONSE.

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE INTERPRETATION AND USE THAT ARE MADE OF IT.

THIS IS **EXHIBIT "PP"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

Date of Order: November 25, 2022 (the original received on the same day, court clerk)

Case Number: 2021(ワ)21375, Claims for Damages

Date of Last Oral Submissions：October 21, 2022

ORDERS

3-38-9, Ninomiya, Fukui-shi

Plaintiff: Kobayashi Kyohodo Co.,Ltd.

Representative Director of Plaintiff: Akiko Kobayashi

Counsel for Plaintiff: Takuro Maekawa

Counsel for Plaintiff: Yukiko Shukuri

Counsel for Plaintiff: Kuroudo Suzuki

Suite 6, Mill Mall, P.O. Box 3085, Road Town, Tortola, BRITISH VIRGIN ISLANDS

Defendant: TSI Holdings Asia Limited (the "Defendant BVI Entity")

Registered Agent for Defendant: ILS FIDUCIARY (BVI) LIMITED

77 CITY CENTRE DRIVE Suite #602, MISSISSAUGA, ONTARIO, L5B 1M5, CANADA

Defendant: 2533430 ONTARIO INC. (the "Defendant Canadian Entity (1)")

Director of Defendant: RANDY HOFFNER

Same address as above

Defendant: TSI INTERNATIONAL GROUP INC. (the "Defendant Canadian Entity (2)")

Director of Defendant: RANDY HOFFNER

THE COURT ORDERS THAT:

1. The Defendants jointly and severally pay to the Plaintiff JPY 160,000,000 together with interest in the amount of 3 % per annum on the said amount for the period commencing on December 14, 2020 until the date of full payment thereof.
2. The Defendants jointly and severally pay to the Plaintiff JPY 328,210,683 together with interest in the amount of 3 % per annum on the said amount for the period commencing on December 14, 2020 until the date of full payment thereof.
3. The Defendant BVI Entity and the Defendant Canadian Entity (2) jointly and severally pay to the Plaintiff JPY 50,000,000 together with interest in the amount of 5 % per annum on the

said amount for the period commencing on June 12, 2015 until the date of full payment thereof.

4. The Defendants jointly and severally pay the costs of the court proceedings.
5. The above orders 1 and 3 may be provisionally executed.

FACTS AND REASONS

1. The Plaintiff requested the court to render the orders as described in the above ORDERS and the declaration for provisional execution, and made submissions as described in the attachment "Particulars of Claim" as the particulars of its claims (referring to the portions relevant to Defendant BVI Entity, Defendant Canadian Entity (1) and Defendant Canadian Entity (2)).
2. Given that the Defendants did not appear before the court while the summons were duly served, or submit their answers to the complaint or any other documents, the Court has determined that the Defendants failed to make it clear that the Defendants deny and rebut the facts alleged in the particulars of claims and therefore the Defendants are deemed to have admitted the facts.
3. In result of the above facts, the Court has determined that there are reasons for the court to allow the Plaintiff's claims and orders as the above ORDERS.

Civil Division 44 of Tokyo District Court

Presiding Judge: Yusuke Fujisawa

Judge: Yoji Muraki

Judge: Momoyo Kawabata

THIS IS **EXHIBIT "QQ"** REFERRED TO IN THE AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME THIS 27th DAY OF FEBRUARY, 2025.

Clare Patricia Murray
A Commissioner, etc., Province of Ontario, while a Student-at-Law. Expires April 27, 2026.

THIS IS **EXHIBIT "QQ"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

TRANS GLOBAL PARTNERS
A SOLID FUTURE

Clearview Garden Estates (CGE) Exit and Sale Proposal

We are pleased to announce that we received a sale offer for Clearview Garden Estates (CGE) from Stayner Land Development Corporation who is a Canadian real estate developer. CGE is still in the process of obtaining development approval from the Township of Clearview.

Overview of the Sale Proposal for Clearview Garden Estates ("CGE")

The proposed sale offer from Stayner Land Development Corporation ("SLDC") is to purchase the Clearview Garden Estates (CGE) property where there are a total of 1,075 units also referred to as "Interests" are held by co-owners (investors) or an equivalent amount of CAD$10,750,000 for the offer price of CAD$14,550,000.

Based on the above purchase offer price

- The gross revenue per unit*1 held by an investor is approximately CAD$13,534

* The above calculation does not include taxes or expenses incurred on the sale.
*1 Where the purchase price per unit is CAD$10,000

Payment Terms of the Sale Offer
The purchase will be settled by the buyer in two (2) instalments within three (3) years from the completion of the sale agreement, with the initial payout of approximately 64% of the sale price upon obtaining development approval (currently estimated for the Spring of 2023) and the remaining amount of approximately 36% in March 2024, three (3) years from when the sale agreement was concluded. *(For further details on the above-mentioned schedule, please see the "Projected Time Schedule section overleaf.)*

Remittance to Investors Schedule
The first remittance payment to investors is scheduled for the Summer of 2023*2 after the Canada Revenue Agency (hereinafter referred to as "CRA") completes its tax filing procedures on the sale, and the second remittance is scheduled for March 2024, three (3) years from when the sale agreement was concluded.

*2 The CRA usually takes about six (6) months to complete its tax filing procedures on the sale for each investor. Therefore, first remittance of funds to investors will be about six (6) months from the buyer's first installment payment date.

Regarding Reimbursement of funds to Individual Investors

1st Instalment Remittance Amount:
Approximately 64% of the sale price less taxes and expenses*3 on the sale.
((C$13,534 x No. of units held) x 64%) – ((C$13,534 – C$10,000) x No. of units held x 25%)*4 – (C$611 x No. of units held)*5 - C$500*6

2nd Instalment Remittance Amount:
Approximately 36% of the sale price
(C$13,534 x No. of units held) x 36%

*3 Taxes and expenses on the sale are deducted from the 1st remittance payment and not from the 2nd remittance.
*4 Non-resident withholding tax on real estate income.
*5 Brokerage fees – for this sale are approximately six hundred and eleven Canadian dollars (CAD$611) per unit held (Approx. 4.5%).
*6 Legal and administrative fees – for this sale are approximately five hundred Canadian dollars (CAD$500) per investor.
(For further details on the taxes and expenses, please see the section "Regarding Taxes and Expenses" overleaf.)

TSI Global K.K.
Kioicho Hills 2F, 3-32 Kioicho, Chiyoda-ku, Tokyo 102-0094
TEL: 03-6804-6180 FAX: 03-6804-6181

TRANS GLOBAL PARTNERS
A SOLID FUTURE

Regarding Taxes and Expenses

Each investor's tax filing on the sale will be processed with the CRA. In case where investor's revenue exceeds the initial investment principal, the investor will require to pay approximately 25% non-resident withholding tax on real estate income levied in Canada. However, if the total received amount does not exceed the investment principal, such income is not subject to taxation. In Canada, each investor goes through tax procedures and pays 25% real estate income tax on the proceeds (gain) on the sale. The CRA usually takes about six (6) months to complete its tax filing procedures on the sale.

Buying and selling real estate in Canada requires going through a professional broker (real estate agent) and a real estate lawyer. Generally, brokerage fees are around 6% of the sale price are paid to the broker. (TGP is not a broker does not receive any brokerage fees.), Expenses such as legal and administrative fees are approximately CAD$500 - $1,000) per investor.

Note: *The above-mentioned taxation system is effective as of December 2020, it may be subject to change in the future. However, since each investor's tax profile is different, until a tax return is filed with the CRA it may provide a different decision on which tax rate or deductions are applicable as taxation laws may change. TSI Global is not a certified Tax Advisor and recommends that independent tax advice should always be obtained.*

Projected Time Schedule

January 15, 2021	Offer details sent out to all CGE investors.
January 29, 2021	Due date for receiving proxy votes from investors. All votes must be received by this date.
February 2, 2021	Extraordinary General Meeting (EGM) held at the office in Canada to decide on the offer based on votes received.
March 2021*	Notice of the EGM outcome sent out to all CGE investors after audit of vote completed by third party.
Upon Approval of the Sale Proposal*	
March 2021*	Process and conclude the sale purchase agreement with the buyer.
Summer of 2023*	1st Instalment of reimbursement of funds to investors (remittance).
March 2024*	2nd Instalment of reimbursement of funds to investors (remittance).

*This is a projected schedule and is subject to change depending on the progress of the above tasks.
NOTE: The 2nd Instalment of March 2024 is subject to change, as possibility of occurring earlier.

Regarding the Vote

The "Form of Proxy" serves as both a ballot and a letter of proxy to the Extraordinary General Meeting (EGM). The Extraordinary General Meeting (EGM) will be held at the office in Mississauga, Ontario on February 2, 2021 from 10 a.m. (Eastern Standard Time).

- To sell the CGE property, the Item 1 resolution must be passed by the Co-owners (vote "For").
- To proceed with this proposal, it is necessary to have 51% or more of all interests (all of HP investors) in the property must be obtained for the Item 1 resolution.

- 51% doesn't mean 51% of the number of casted ballots, but including ballots not voted, 51% of all the votes.
- If one wishes to vote "For" the sale proposal, your proxy vote must be received by no later than January 29, 2020 at 4 p.m. (Hong Kong time).
- Votes that are not received and votes that are received after the due date automatically counts as a vote against the resolutions to accept the offer.
- Due to COVID-19 travel and gathering restrictions, the EGM meeting will be held with only the Operator, the designated proxy holder, and the third party auditing body.

✓ **Since the requirement to approve the offer is equal or greater than 51% of all votes, it is important that investors participate in the voting process in order to approve the offer.**

✓ **Please send in your vote before the due date!**

✓ **Votes that are not received by the due date will be counted as against to this proposal.**

Should you have any questions regarding the offer and the documents on behalf of your clients, please feel free to contact us by phone or e-mail. Contact information and business days and hours are as follows;

Phone: 03-6804-6180 (Tokyo Office)
(10:00-16:00 Mon-Fri except holidays)
e-mail: tgpadminjp@trans-globalpart.com

THIS IS **EXHIBIT "RR"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

I99999

TSI-CGE INTERNATIONAL CANADA INC.

January 15, 2021

Dear Co-owner of Clearview Garden Estates,

Notice of an Extraordinary General Meeting of the Co-owners of Clearview Garden Estates ("CGE")

TSI-CGE International Canada Inc. is the Operator of the Property at Clearview Garden Estates ("Property") in accordance with the Co-owners Agreement and endorsed by the Co-owners of Clearview Garden Estates. The Co-owners purchased an undivided beneficial interest ("the Interest") in the Property. The Operator wishes to advise all Co-owners that an **Extraordinary General Meeting** ("Meeting") will be conducted at **77 City Centre Drive, Suite 602 Mississauga, Ontario, L5B 1M5 Canada on Tuesday 2nd February 2021 at 10.00 a.m.** (Eastern Standard Time) and invites them to attend.

The Meeting is called for the following purpose:

To vote on the following resolution:

1. Exit and Sale Resolution

The resolution and purpose of the Meeting are more fully explained in the enclosed Meeting Agenda and its attachments:

A.1 CGE Exit and Sale Proposal

A.2 Form of Proxy. (If the undivided beneficial interest is of shared ownership, then the Form of Proxy will be directed to the first named person in the record of registration. However, each joint owner must sign the Form of Proxy to cast a formal vote.)

The Co-owners of record in Clearview Garden Estates are entitled to vote, please consider the resolutions and presentation package, complete the Form of Proxy and return it to *(Using the envelope provided or scanned proxy form by email to tgpadminjp@trans- globalpart.com)*:

The Operator
TSI-CGE International Canada Inc.
c/o TSI Global K.K.
Kioicho Hills 2F., 3-32 Kioicho, Chiyoda-ku
Tokyo 102-0094
Japan

By completing the Form of Proxy, nominating ONE (1) proxy who will attend the Meeting, and returning it to the Operator no later than **4:00 pm (Tokyo Time) Friday, January 29, 2021**, will allow your vote and direction to be registered at the Meeting.

If you have any questions regarding the Meeting, please contact Client Services at:
tgpadminjp@trans-globalpart.com.

Yours faithfully,

TSI-CGE INTERNATIONAL CANADA INC.
I have authority to bind the Corporation.

By _____

Randy Hoffner
Authorized Signing Officer

2647

NOTICE OF EXTRAORDINARY GENERAL MEETING OF CO-OWNERS OF CLEARVIEW GARDEN ESTATES

TO: **THE CO-OWNERS OF CLEARVIEW GARDEN ESTATES**

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting ("**Meeting**") of the Co-owners of Clearview Garden Estates ("**Property**") will be held:
on **Tuesday, February 2, 2021**
at **10:00 a.m. (Eastern Standard Time)**
at **77 City Centre Drive, Suite 602 Mississauga, Ontario, L5B 1M5 Canada**

for the following purposes:

The resolution accepting the exit and sale (the "Exit and Sale Resolution") for 14 million and 550 thousand Canadian dollars (CAD$14,550,000) requires the approval by an Ordinary Resolution of the Co-owners. The text of the Exit and Sale Resolution is set out below.

1. for the Co-owners of the Property to accept by Ordinary Resolution, the proposal for the exit and sale of the Clearview Garden Estates property to **Stayner Land Development Corporation ("SLDC")**.

For purposes of the Meeting and as provided for in the Co-owners Agreement:

"**Ordinary Resolution**" means a written resolution in one or more counterparts signed by the Co-owners holding, in the aggregate, not less than 51% of the aggregate Interests in the Property.

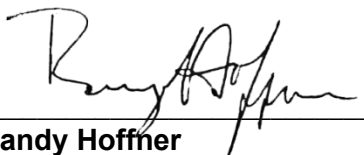
The Co-owners of record of the Property are entitled to vote at the Meeting. Whether or not you plan to attend the Meeting, please complete the enclosed Form of Proxy and return it to *(Using the envelope provided or scanned proxy form by email to tgpadminjp@trans-globalpart.com)*:

The Operator
TSI-CGE INTERNATIONAL CANADA INC.
c/o TSI Global K.K.
Kioicho Hills 2F., 3-32 Kioicho, Chiyoda-ku
Tokyo 102-0094
Japan

To be effective, your Form of Proxy must be received by the Operator of the Property no later than **4:00 p.m. (Tokyo time) Friday, January 29, 2021,** or such later time as the Chairman of the Meeting may determine.

By order of the Operator this 15th of January 2021.

TSI-CGE INTERNATIONAL CANADA INC.
I have authority to bind the Corporation



Randy Hoffner
Authorized Signing Officer

MEETING AGENDA

1. SOLICITATION OF PROXIES AND VOTING AT THE MEETING

Solicitation of Proxies

This Meeting Agenda and Form of Proxy are furnished in connection with the solicitation of proxies by the Operator for use at the Meeting for the purposes set forth in the accompanying "Notice of Extraordinary General Meeting".

Appointment of Proxies

The persons named in the Form of Proxy accompanying this Meeting Agenda are directors or officers of the Operator. A Co-owner shall appoint the designated person as proxy in the Form of Proxy, to attend and act on such Co-owner's behalf at the Meeting, by completing the Form of Proxy and returning the form on or before the date and time set out in the accompanying Notice of Extraordinary General Meeting.

You are asked to complete the enclosed Form of Proxy and return it to the Operator on or before the date and time set out in the accompanying Notice of Extraordinary General Meeting.

To be valid, the enclosed Form of Proxy must be dated and executed by the registered Co-owner(s). If the Form of Proxy is executed by an attorney, a copy of the instrument appointing the attorney must accompany the Form of Proxy. The Form of Proxy must be received at the specified office of the Operator, by no later than **4:00 pm (Tokyo Time) Friday, January 29, 2021.**

Voting of Undivided Beneficial Interests in the Property ("Interest") Represented by Proxies

The Form of Proxy confers discretionary authority upon the persons named therein with respect to (a) each matter or group of matters identified therein where the Co-owner does not specify a choice with respect to any matter to be acted on, (b) amendments or variations to matters identified in the Notice, and (c) such other matters as may properly come before the Meeting. If the Co-owner specifies a choice with respect to any matter to be acted upon, the Co-owner represented by the proxy and each interest of such Co-owner will be voted accordingly. When a proxy is duly signed and dated **but no choice is specified in the proxy**, then the nominees named in the accompanying Form of Proxy will vote **FOR** the approval of such matter.

Voting at Meeting

Each undivided beneficial interest entitles its holder to one vote at meetings of Co-owners of the Property. Unless otherwise required by the Co-owners Agreement, every question coming before the Meeting shall be decided by the majority of the votes duly cast on the question.

2. BUSINESS OF THE MEETING

A. Confirmation of the Exit and Sale of Clearview Garden Estates Property

Pursuant to Clause 18 of the Co-owners Agreement entered into with each Co-owner, any proposal to develop the Property received by the Operator from a developer (which may include the Vendor) which the Operator supports, shall be presented to all of the Co-owners. If the Co-owners shall approve of such development proposal by Ordinary Resolution, then the Operator shall be irrevocably entitled to proceed with such proposal, which shall form the basis of a development plan which shall be drawn up with the assistance of the Operator, subject to all such amendments as may generally be required to be made thereto, in the discretion of the Operator.

In view of this, the Operator presents the proposal of Stayner Land Development Corporation ("SDLC") for the consideration of the Co-owners. The proposal provides for the exit and sale of Clearview Garden Estates property to SLDC.

The resolution accepting the exit and sale (the "**Exit and Sale Resolution**") for 14 million and 550 thousand Canadian dollars (CAD$14,550,000) requires the approval by an Ordinary Resolution of the Co-owners. The text of the Exit and Sale Resolution is set out below.

EXIT AND SALE RESOLUTION

Item 1 – Exit and Sale Resolution

"***BE IT RESOLVED THAT*** *the Co-owners agree to the exit and sale offer for the Clearview Garden Estates Property to* ***Stayner Land Development Corporation ("SLDC")****.*

3. OPERATOR APPROVAL

The Operator has approved the contents and the sending of this Meeting Agenda to the Co-owners this 15th day of January 2021.

TSI-CGE INTERNATIONAL CANADA INC.

By _____

Randy Hoffner
Authorized Signing Officer

2650

UDI UNI: CGE999 Sale ID/Number: 99999

FORM OF PROXY

EXTRAORDINARY GENERAL MEETING (“Meeting”)

OF CO-OWNERS OF CLEARVIEW GARDEN ESTATES

This Form of Proxy is solicited by, or on behalf, of TSI-CGE International Canada Inc., in its capacity as the Operator of the property under the Co-owners Agreement (**"Agreement")** made between TSI-CGE International Canada Inc., and each of the Co-owners of Clearview Garden Estates (**“Property")** for use at the Extraordinary General Meeting **(“Meeting”)** of holders of undivided beneficial interests in the Property **("the Interest")** to be held on **Tuesday 2nd February 2021** at **10:00 a.m. (Eastern Standard Time) at the offices of the Operator at 77 City Centre Drive, Suite 602 Mississauga, Ontario, L5B 1M5 Canada.**

This Form of Proxy must be received no later than **4:00 p.m. (Tokyo time) Friday, January 29, 2021**. The Instructions accompanying this Form of Proxy are incorporated into and form part of this Form of Proxy.

The undersigned Co-owner hereby appoints **Randy Hoffner,** as attorney for each of such Co-owner's interest with full power of substitution, **to attend the Meeting**, **act and vote** for and on behalf of the undersigned in respect of all matters that may come before the Meeting, to the same extent and with the same powers as if the undersigned were present at the Meeting.

Item 1 – Acceptance Exit and Sale Resolution”	**FOR**	**AGAINST**
To approve by an ordinary resolution the exit and sale of the Clearview Garden Estates Property to Stayner Land Development Corporation (“SLDC”)., as per shown in the CGE Exit and Sale Proposal.	☐	☐

Number of Interest(s) : 1

UDI No(s). : CGE999

No. of Votes: 1

Co-owner 1:

_____

Name: TARO YAMADA

Dated: _____

INSTRUCTIONS FOR COMPLETION OF FORM OF PROXY

1. This Form of Proxy should be read in conjunction with the accompanying Meeting Agenda dated January 15, 2021 provided by the Operator.

2. This Form of Proxy must be signed and dated by you, as the registered Co-owner, or by your attorney authorized in writing. A copy of such authorization should accompany this Form of Proxy.

3. **Where the undivided beneficial interest(s) of the Property are held in the name of two or more persons, each person must sign and date.**

4. If this Form of Proxy is not dated, it shall be deemed to bear the date on which it was received by the Operator.

5. The undivided beneficial interest(s) in the Property and represented by this Form of Proxy will be voted FOR or AGAINST, as the case may be, in accordance with the instructions of the Co-owner specified in the Form of Proxy with respect to the matters referred to in item 1, therefore the undivided beneficial interest(s) will be voted accordingly. When a proxy is duly signed and dated **but no choice is specified in the proxy**, then the nominees named in the accompanying Form of Proxy will vote **FOR** the approval of such matter.

6. This Form of Proxy is valid only in respect of the Meeting dated February 2, 2021.

7. Please complete this Form of Proxy and return it to The Operator, TSI-CGE International Canada Inc. c/o TSI Global K.K. at Kioicho Hills 2F., 3-32 Kioicho, Chiyoda-ku, Tokyo 102-0094, Japan in each case prior to **4:00 p.m. (Tokyo time) Friday, January 29, 2021** using the envelope provided or scanned proxy form by email to tgpadminjp@trans-globalpart.com.

THIS IS **EXHIBIT "SS"** REFERRED TO IN THE AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

Transaction Number: APP-A10560753169
Report Generated on August 29, 2024, 09:14

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

STAYNER LAND DEVELOPMENT CORPORATION as of August 29, 2024

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	STAYNER LAND DEVELOPMENT CORPORATION
Ontario Corporation Number (OCN)	2793571
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	November 19, 2020
Registered or Head Office Address	77 City Centre Drive, 602, Mississauga, Ontario, L5B 1M5, Canada

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

V. Quintanilla W.

Director/Registrar

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

Active Director(s)

Minimum Number of Directors	1
Maximum Number of Directors	10

Name	RANDY HOFFNER
Address for Service	77 City Centre Drive, 602, Mississauga, Ontario, L5B 1M5, Canada
Resident Canadian	Yes
Date Began	November 19, 2020

Name	TIMOTHY P SHIELDS
Address for Service	3-32 Kioicho, Kioicho Hills 2f, Chiyoda-Ku Tokyo, 102-0094, Japan
Resident Canadian	No
Date Began	November 19, 2020

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Active Officer(s)

There are no active Officers currently on file for this corporation.

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Corporate Name History

Name	STAYNER LAND DEVELOPMENT CORPORATION
Effective Date	November 19, 2020

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Active Business Names

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Expired or Cancelled Business Names

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Transaction Number: APP-A10560753169
Report Generated on August 29, 2024, 09:14

Document List

Filing Name	Effective Date
BCA - Articles of Incorporation	November 19, 2020

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

V. Quintanilla W.

Director/Registrar

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AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

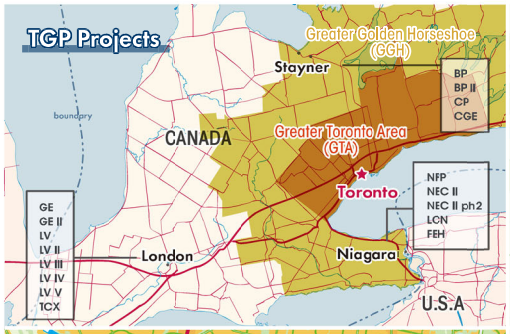
A Commissioner for Taking Affidavits (or as may be)

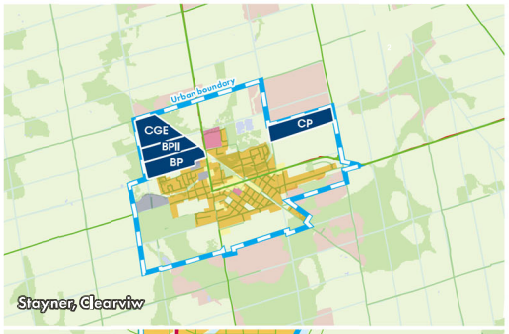
AMANDA MCLACHLAN

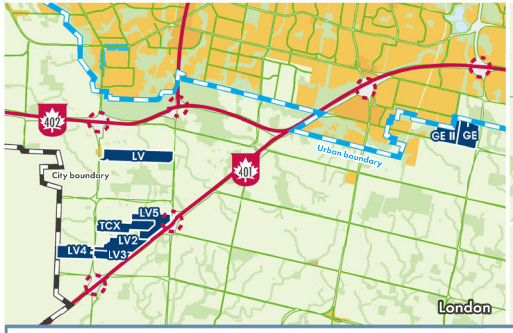
TRANS GLOBAL PARTNERS
A SOLID FUTURE

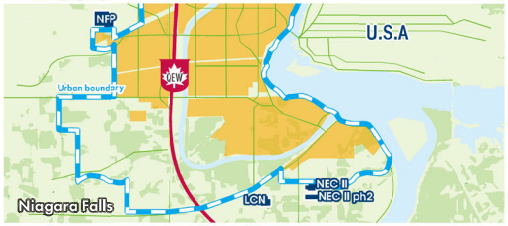
Project Update

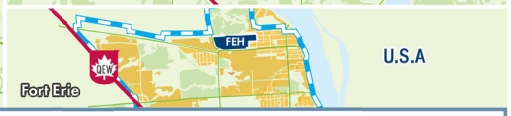
March 2021











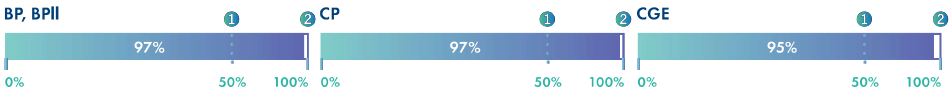
Stayner

BP, BPII In early December 2020, a major Canadian construction company and real estate developer made an offer to purchase Bridle Park (BP) and Bridle Park II (BPII) collectively known as "Bridle Park Properties". The purchase offer was voted on by investors in BP and BPII on whether or not to proceed on the sale. The sale proposal was approved by investors in the Bridle Park Properties with 59% of BP investors for the sale and 0.2% against and 62% of BPII investors for with 0.1% against the sale. TGP is now in the contractual processes with the buyer to close on the sale.

CP In mid-December 2020, a major Canadian real estate developer made an offer to purchase Clearview Park (CP). The purchase offer was accepted and approved by investors in CP in a vote in January with 67% of investors in favour of the sale and 1% against. TGP is currently in the contractual negotiations to close on the sale with the buyer.

CGE In early January 2021, a major Canadian construction company and real estate developer made an offer to purchase Clearview Garden Estates (CGE). The purchase offer was accepted and approved by investors in CGE in a vote in January with 67% of investors in favour of the sale and 2% against. TGP is currently in the contractual negotiations to close on the sale with the buyer.

Notes on the voting and exit process:
The decision on whether or not to accept the property is done via a vote by all of the co-owners (investors) in the property where it is necessary to have 51% or more of all interests (all of the investors) in the property. Completing of the sale agreement (contract) with the buyer will only proceed after obtaining approval from the co-owners.
Every purchase offer was approved by vote from the investors in each project. The purchase contract with the buyer is still not completed. The details on the sale will only be disclosed with the co-owners (investors) in each project.



London

GE, GE II Since the urban boundary of London was extended to the land adjacent to the GE properties, it has been attracting attention from developers as potential candidate sites to be rezoned into the future urban boundary. TSI did receive an inquiry from an agri-food business on the GE properties. However, no concrete sales negotiations have taken place yet.

LV series, TCX The province's Ontario Municipal Board (OMB) continues to hear pending appeals on the London Plan. The Covid-19 pandemic resulted in delays to the hearings as they transitioned to virtual meetings. There are still 2 phases of hearings to deal with the final outstanding appeals with the next phase of hearings that will address policies related to heritage issues or properties is planned to start mid-April. Its not clear when the OMB will complete in 2021 as originally estimated, further delays are expected.
A moratorium on urban boundary expansion requests is in place until the OMB completes appeals to the London Plan.

LV3 Early Exit
LV3 exited early in 2016 when it was purchased by a Japanese agri-business wanting to expand their production base into the North American market. LV3 provided the company with an ideal location and was able to take advantage of the property's current land use zoning (thus not requiring re-zoning) enabled them to setup their production plant in record time. The success of the company entering the North American market has been well documented in the local London Economic Development Corporation (LEDC) publications and articles in the Nikkei (Japan Economics Newspaper).

Niagara

NFP, NECII, NECII ph2 The Niagara Regional continues to work on completing the comprehensive Official Plan Review for the region during 2020 and into 2021. The Covid-19 pandemic resulted in delays to the public consultation schedules as they were transitioned to virtual meetings. These delays are likely to further extend completion date for the revised official plan that expected to be by the end of 2021. TGP and its planners attended several of the virtual public meetings in late 2020 and early 2021 retaining to the expansion of the urban boundary and re-zoning providing us with an opportunity to present the NFP, NECII, and NECII PH2 as potential candidates for inclusion in the revised urban boundary.
However, housing demand in the Niagara area has surged over 2020 and 2021 driven by the interprovincial of homebuyers from the Greater Toronto Area, exacerbated by the Covid-19 pandemic resulting in housing supply shortages and soaring prices prompting municipal planners to start additional studies on land zoning and expansion of the urban boundaries in the region.
The regional planners have informed our planners that they are in the process of doing further studies now to determine changes to the urban boundary and there is nothing official on possible proposed changes for industrial, commercial, or residential zoning that can be shared publicly with stakeholder and residents until they have been peer reviewed by all the municipalities in the region. TGP's planners continue to monitor the region's correspondence for updates.

LCN TGP's affiliated planning consultants have started the required planning tasks for developing a subdivision draft plan for submission to city planning to have the property included in the revised urban boundary for the next official plan review by the region.

FEH The outbreak of Covid-19 and the effects of Ontario's response to the pandemic such as state of emergency declarations resulting in a lockdown and stay at home order all over the province, has also forced the buyer (a major construction firm) to alter their construction plans, resulting in extensions to the buyer's schedule which also affects the redemption of funds to investors schedule. Many areas in Ontario remain in semi-lockdown affecting the completion of the administrative studies required for the property to receive final site plan approval from the city's planning department. Once these studies are completed, the final changes to the site plan will be decided.

About progress graphs The progress index shows the progress made in the two main stages of land banking: ❶setting new urbanization boundaries, obtaining development permits, and ❷completing the sale. The progress index indicates the degree of progress made in the entire process. In general, it takes the longest time to set the new urbanization boundary and to obtain the development permit.

GTA, GGH

Greater Toronto Area (GTA)

Greater Toronto real estate prices are growing very quickly, just not as quick as the rest of the province. The aggregate home's benchmark price reached $910,000 in November, up 0.78% from the month before. This represents a 10.48% increase from the same month last year. Both the monthly and annual rate of increase are huge. The Toronto Regional Real Estate Board (TRREB) are projecting a booming Greater Toronto Area (GTA) real estate market in 2021, forecasting near-record sales numbers of 100,000 units, with average selling prices expected to break records and exceed the $1 million mark.

Source: CREA, Better Dwelling, December 2020, TRREB, Market Year in Review & Outlook Report for 2021, February 2021

Greater Golden Horseshoe (GGH)

Growth in the small cities located throughout the Greater Golden Horseshoe and Southern Ontario made the largest advance in monthly and annual price gains in recent months. The type of price growth seen is being driven by a few trends, most notably work from home, mortgage rates, and a flight to the suburbs. Work from home has let people work from pretty much anywhere, allowing further mobility from cities. Mortgage rates are at record lows, pushing buyer budgets to the max – allowing them to spend more, without feeling near term pain. The pandemic's lockdown and shuttering of local businesses had a lot of people questioning whether the urban premium is worth it.

Source: CREA, Better Dwelling, March 2021

Stayner

Southern Georgian Bay home sales reach another record in February

Residential sales recorded through the MLS® System for the Southern Georgian Bay region totalled 365 units in February 2021. This was an increase of 14.1% from February 2020 and was also a new sales record for the month of February.

Home sales in the Western Region, which includes Wasaga Beach, Clearview Township, Collingwood, The Blue Mountains, the Municipality of Meaford, and Grey Highlands, numbered 198 units in February 2021. This was an increase of 26.9% from February 2020. Residential sales haven't hit this level in the month of February in more than four decades. The average price of homes sold in the Western Region for the last year was about $677,000.

On a year-to-date basis, home sales in the Western Region numbered 326 units over the first two months of the year. This was an increase of 23.5% from the same period in 2020.

There were 533 new residential listings in February 2021. This was down 5.2% on a year-over-year basis.

Active residential listings numbered 372 units at the end of February, a large decline of 67.1% from the end of February 2020. Active listings haven't been this low in the month of February in more than three decades.

Months of inventory numbered 1 at the end of February 2021, down from the 3.5 months recorded at the end of February 2020 and below the long-run average of 6.3 months for this time of year. The number of months of inventory is the number of months it would take to sell current inventories at the current rate of sales activity.

The dollar value of all home sales in February 2021 was $288.3 million, a large increase of 54.5% from the same month in 2020. This was also a new record for the month of February.

Matthew Lidbetter, president of the association stated, "At the moment, we're still seeing lots of people trying to escape urban areas and it appears a four-season destination which has rural elements seems to be the place," he said. "Now that people have worked out that they can make their primary residence in a rural area, that's what they're going to do. I don't think it's going away anytime soon."

There are a mix people moving to the including young families who need additional space and other moving in preparation for retirement and the pandemic is helping to drive the market.

Source: Southern Georgian Bay Association of REALTORS®, February Statistics 2021

London

Robust Industrial Sector Faces Supply Issues

Showing no signs of slowing down in 2021, London's industrial sector has experienced a run-up of market activity over the previous few years. Resulting in a lack of available product, recent increases to net rental rates are expected to continue for the foreseeable future. Companies looking to expand or relocate within the market may face challenges moving forward as London has no speculative developments planned for this year.

Source: CBRE Research "Real Estate Market Outlook 2021"

London's Unprecedented Home-Construction Boom

The pace of building in London is so hot that some firms could sell out residential developments before they're built, and suppliers are worried about surging prices and a shortage of materials.

The COVID-19 pandemic, a hot real estate market and Toronto buyers migrating to London are all combining to fuel an expected boom in the spring and summer construction market. From January to the end of February, the city had 589 permit applications, compared to 478 over the same period in 2020.

A total of 824 homes were sold in the London area in February (a 19% increase over February 2020), making it the best February since tracking sales started in 1978 and the sixth consecutive month sales records have been broken in the London region. The average sale price of a home was $616,000, about $8,600 higher than in January. At the end of February, there were 0.6 months of inventory across the entire London region, down from the 0.8 months of inventory reported in January. There are many prospective buyers and relatively few properties for sale, which makes for multiple-offer situations and homes going for well above the asking price.

The market today is being influenced by a number of factors:

- Starting with families, retirees and professionals fleeing the Greater Toronto area where homeowners who can sell high in that market and buy elsewhere, including those who can work remotely and don't have to stay in Toronto where the average prices are much higher.
- Low interest rates that make the cost of borrowing to buy a home cheaper.
- A significant drop in the supply of homes for sale, pushing up prices of those that do hit the market.

As high as prices have become in recent years, the London region remains relatively affordable compared to most major Canadian markets.

Source: CBRE Research "Real Estate Market Outlook 2021"

GTA Investors Flock West to Invest

SAs investors continue to look for stable returns throughout this uncertain period, there has been an influx of GTA-based groups who have entered the London market chasing both value and upside. Strong demand and momentum established in 2020 has led to an increased interest, which should stir up deal activity in 2021 especially in logistical warehousing due to the accelerated growth in e-commerce in 2020 due to Covid-19.

Source: The London Free Press, March 2021

Niagara

The Niagara housing market continues to boom in 2021 driven by the migration of homebuyers from the Greater Toronto Area, Peel and Halton regions, prompting price growth in the region.

Niagara has been experiencing an influx of out-of-town buyers attracted to larger homes and more space. This has been a common trend across many Canadian housing markets as well as regions abroad, as homebuyers seek more square footage and green space outside of urban areas in the wake of COVID-19. Factors impacting this broader trend include the rise in remote work, the desire for more space and less density, as well as lower housing prices.

The increased demand from buyers continue to outpace any increase in listing inventory. As a result, the Niagara Region is experiencing upward pressure on homes prices.

Residential home sales activity recorded through the MLS® system for The Niagara Association of REALTORS® (NAR) totalled 699 units in February 2021. This was an increase of 20.9% from February 2020.

The overall MLS® HPI composite benchmark price for the Niagara region was $578,400 in February 2021. This was an increase of 30.9% compared to February 2020.

831 new residential properties in Niagara region were listed in February 2021, an increase of 1.6% compared to February 2020. The average days it took to sell a home in February was 20 days, compared to 39 days in January 2021.

Residential Only	February 2020	**February 2021**	% Change
Number of Sales	578	**699**	20.9%
Average Sales Price	$441,700	**$433,600**	30.9%
Average Days on Market	40	**20**	-50.76%

Source: Niagara Association of REALTORS®, Media Release, February 2021 Statistics, Niagara Housing Market Outlook (2021)

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THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

Transaction Number: APP-A10682869088
Report Generated on January 22, 2025, 13:35

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

CBJ - CLEARVIEW GARDEN ESTATES INC. as of January 22, 2025

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	CBJ - CLEARVIEW GARDEN ESTATES INC.
Ontario Corporation Number (OCN)	2867770
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	September 17, 2021
Registered or Head Office Address	150 King Street West, Suite 278, Toronto, Ontario, M5H 1J9, Canada

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V. Quintanilla W.

Director/Registrar

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Minimum Number of Directors	1
Maximum Number of Directors	10

Active Director(s)

Name	CHRISTOPHER AGAGNIER
Address for Service	100 Carr Crescent, Okotoks, Alberta, T1S 1E2, Canada
Resident Canadian	Yes
Date Began	September 17, 2021

Name	JEFFREY BURRELL
Address for Service	72 Babcombe Drive, Thornhill, Ontario, L3T 1N1, Canada
Resident Canadian	Yes
Date Began	September 17, 2021

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Active Officer(s)

Name	CHRISTOPHER AGAGNIER
Position	Secretary
Address for Service	100 Carr Crescent, Okotoks, Alberta, T1S 1E2, Canada
Date Began	September 17, 2021

Name	JEFFREY BURRELL
Position	Chief Executive Officer
Address for Service	72 Babcombe Drive, Thornhill, Ontario, L3T 1N1, Canada
Date Began	September 17, 2021

Name	JEFFREY BURRELL
Position	President
Address for Service	72 Babcombe Drive, Thornhill, Ontario, L3T 1N1, Canada
Date Began	September 17, 2021

Name	WILLIAM WALTON
Position	Treasurer
Address for Service	256 Midlawn Close Se, Calgary, Alberta, T2X 1A8, Canada
Date Began	September 17, 2021

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Corporate Name History

Name	CBJ - CLEARVIEW GARDEN ESTATES INC.
Effective Date	September 17, 2021

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Transaction Number: APP-A10682869088
Report Generated on January 22, 2025, 13:35

Document List

Filing Name	Effective Date
Archive Document Package	February 07, 2024
Annual Return - 2021 PAF: Kimberley ZACHARIAS	May 11, 2022
CIA - Notice of Change PAF: Jeffrey BURRELL	February 10, 2022
CIA - Initial Return PAF: KRISTIN KIGHTLEY - OTHER	September 22, 2021
BCA - Articles of Incorporation	September 17, 2021

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

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THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

LRO # 51 **Charge/Mortgage** **Registered as SC1832939** on 2021 10 08 at 14:54

The applicant(s) hereby applies to the Land Registrar. yyyy mm dd

Properties

PIN	58239 - 0013	LT	*Interest/Estate*	Fee Simple
Description	PT LT 27 CON 3 NOTTAWASAGA AS IN RO289265, EXCEPT 51R27930; S/T RO130023; CLEARVIEW			
Address	6237 27/28 SIDEROAD STAYNER			
PIN	58239 - 0014	LT	*Interest/Estate*	Fee Simple
Description	PT LT 27 CON 3 NOTTAWASAGA PT 1, 51R27930; CLEARVIEW			
Address	6237 27/28 SIDEROAD STAYNER			
PIN	58239 - 0015	LT	*Interest/Estate*	Fee Simple
Description	PT LT 27 CON 3 NOTTAWASAGA PT 2, 51R27930; CLEARVIEW			
Address	6237 27/28 SIDEROAD STAYNER			

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name	CBJ - CLEARVIEW GARDEN ESTATES INC.
Address for Service	72 Babcombe Drive Thornhill, Ontario L3T 1N1

I, Jeffrey Burrell, President, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Chargee(s) *Capacity* *Share*

Name	CLEARVIEW GARDEN ESTATES INC.
Address for Service	c/o TPG Canada Management Inc. 77 City Center Drive, #602 Mississauga, ON, L5B 1M5

Provisions

Principal	$13,001,142.17	*Currency*	CDN
Calculation Period	See Schedule		
Balance Due Date	See Schedule		
Interest Rate	See Schedule		
Payments			
Interest Adjustment Date			
Payment Date	See Schedule		
First Payment Date			
Last Payment Date			
Standard Charge Terms			
Insurance Amount	Full insurable value		
Guarantor			

Additional Provisions

See Schedules

Signed By

Eugenia Bilokin	3400-1 First Canadian Place Toronto M5X 1A4	acting for Chargor(s)	Signed	2021 10 06

Tel 416-863-1200

Fax 416-863-1716

I have the authority to sign and register the document on behalf of the Chargor(s).

Submitted By

BENNETT JONES LLP
3400-1 First Canadian Place
Toronto
M5X 1A4

2021 10 08

Tel 416-863-1200
Fax 416-863-1716

Fees/Taxes/Payment

Statutory Registration Fee	$65.30
Total Paid	$65.30

File Number

Chargor Client File Number : 91848.4

SCHEDULE OF CHARGE TERMS

*Any charge in an electronic format of which these Charge Terms forms a part shall, collectively with these Charge Terms, hereinafter be referred to as the "**Charge**". The property legally described in such electronic charge is referred to as the "**Property**".*

Repayment Dates

1. The principal amount of the Charge may be prepaid at any time, without penalty, and shall otherwise be repaid as set out below:

   (a) NINE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($9,750,000) shall be repaid on or before August 1, 2023; and

   (b) The remaining balance, if any, shall be repaid on or before August 1, 2024.

   Prior to default, no interest shall accrue under this Charge.

Priority; Other Charges

2. Notwithstanding any other term to the contrary herein, this Charge shall be fully subordinate to all Charges secured by the Property from time to time (collectively the "**Senior Charges**"), provided that at no time shall the Senior Charges then in effect secure an amount in excess of SIX MILLION DOLLARS ($6,000,000). The Chargee shall deliver customary subordination agreements and other further assurances as may be requested by the Chargor from time to time in connection with subordinations. Without limiting the generality of the foregoing, the Chargor shall be entitled to grant any additional charges (in addition to the Senior Charges) secured by the Property from time to time in such amounts as the Chargor may elect, without notice to the Chargee and without the Chargee's consent, provided such additional charges do not rank in priority to this Charge. Upon request by the Chargor from time to time, the Chargee shall deliver a status statement confirming the aggregate amount of indebtedness outstanding under this Charge.

Right to Charge the Land

3. The Chargor now has good right, full power and lawful and absolute authority to charge the land and to give the Charge to the Chargee upon the covenants contained in the Charge.

No Act to Encumber

4. The Chargor has not done, committed, executed or wilfully or knowingly suffered any act, deed, matter or thing whatsoever whereby or by means whereof the land, or any part or parcel thereof, is or shall or may be in any way impeached, charged, affected or encumbered in title, estate or otherwise, except as the records of the land registry office disclose or as otherwise disclosed in writing to the Chargee.

Good Title in Fee Simple

5. The Chargor, at the time of the delivery for registration of the Charge, is, and stands solely, rightfully and lawfully seized of a good, sure, perfect, absolute and indefeasible estate of inheritance, in fee simple, of and in the land and the premises described in the Charge and in every part and parcel thereof without any manner of trusts, reservations, limitations, provisos, conditions or any other matter or thing to alter, charge, change, encumber or defeat the same, except those contained in the original grant thereof from the Crown.

Promise to Pay and Perform

6. The Chargor will pay or cause to be paid to the Chargee the full principal amount in the manner of payment provided by the Charge, without any deduction or abatement, and shall do, observe, perform, fulfill and keep all the provisions, covenants, agreements and stipulations contained in the Charge and shall pay as they fall due all taxes, rates, levies, charges, assessments, utility and heating charges, municipal, local, parliamentary and otherwise which now are or may hereafter be imposed, charged or levied upon the land and when required shall produce for the Chargee receipts evidencing payment of the same.

Interest After Default

7. In case default shall be made in payment of any sum to become due for interest at the time provided for payment in the Charge, compound interest shall be payable and the sum in arrears for interest from time to time, as well after as before maturity, and both before and after default and judgement, shall bear interest at the rate of **2% per month**. In case the interest and compound interest are not paid within the interest calculation period provided in the Charge from the time of default a rest shall be made, and compound interest at the rate provided for in the Charge shall be payable on the aggregate amount then due, as well after as before maturity, and so on from time to time, and all such interest and compound interest shall be a charge upon the land.

No Obligation to Advance

8. Neither the preparation, execution or registration of the Charge shall bind the Chargee to advance the principal amount secured, nor shall the advance of a part of the principal amount secured bind the Chargee to advance any unadvanced portion thereof, but nevertheless the security in the land shall take effect forthwith upon delivery for registration of the Charge by the Chargor. The expenses of the examination of the title and of the Charge and valuation are to be secured by the Charge in the event of the whole or any balance of the principal amount not being advanced, the same to be charged hereby upon the land, and shall be, without demand therefor, payable forthwith with interest at the rate provided for in the Charge, and in default the Chargee's power of sale hereby given, and all other remedies hereunder, shall be exercisable.

Costs Added to Principal

9. The Chargee may pay all premiums of insurance and all taxes, rates, levies, charges, assessments, utility and heating charges which shall from time to time fall due and be unpaid in respect of the land, and that such payments, together with all costs, charges, legal fees (as between solicitor and client) and expenses which may be incurred in taking, recovering and keeping possession of the land and of negotiating the Charge, investigating title, and registering the Charge and other necessary deeds, and generally in any other proceedings taken in connection with or to realize upon the security given in the Charge (including legal fees and real estate commissions and other costs incurred in leasing or selling the land or in exercising the power of entering, lease and sale contained in the Charge) shall be, with interest at the rate provided for in the Charge, a charge upon the land in favour of the Chargee pursuant to the terms of the Charge and the Chargee may pay or satisfy any lien, charge or encumbrance now existing or hereafter created or claimed upon the land, which payments with interest at the rate provided for in the Charge shall likewise be a charge upon the land in favour of the Chargee. Provided, and it is hereby further agreed, that all amounts paid by the Chargee as aforesaid shall be added to the principal amount secured by the Charge and shall be payable forthwith with interest at the rate provided for in the Charge, and on default all sums secured by the Charge shall immediately become due and payable at the option of the Chargee, and all powers in the Charge conferred shall become exercisable.

Power of Sale

10. The Chargee on default of payment for at least fifteen (15) days may, on at least thirty-five (35) days' notice in writing given to the Chargor, enter on and lease the land or sell the land. Such notice shall be given to such persons and in such manner and form and within such time as provided in the *Mortgages Act*. In the event that the giving of such notice shall not be required by law or to the extent that such requirements shall not be applicable, it is agreed that notice may be effectually given by leaving it with a grown-up person on the land, if occupied, or by placing it on the land if unoccupied, or at the option of the Chargee, by mailing it in a registered letter addressed to the Chargor at his last known address, or by publishing it once in a newspaper published in the county or district in which the land is situate; and such notice shall be sufficient although not addressed to any person or persons by name or designation; and notwithstanding that any person to be affected thereby may be unknown, unascertained or under disability. Provided further, that in case default be made in the payment of the principal amount or interest or any part thereof and such default continues for two months after any payment of either falls due then the Chargee may exercise the foregoing powers of entering, leasing or selling or any of them without any notice, it being understood and agreed, however, that if the giving of notice by the Chargee shall be required by law then notice shall be given

to such persons and in such manner and form and within such time as so required by law. It is hereby further agreed that the whole or any part or parts of the land may be sold by public auction or private contract, or partly one or partly the other; and that the proceeds of any sale hereunder may be applied first in payment of any costs, charges and expenses incurred in taking, recovering or keeping possession of the land or by reason of non-payment or procuring payment of monies, secured by the Charge or otherwise, and secondly in payment of all amounts of principal and interest owing under the Charge; and if any surplus shall remain after fully satisfying the claims of the Chargee as aforesaid same shall be paid as required by law. The Chargee may sell any of the land on such terms as to credit and otherwise as shall appear to him most advantageous and for such prices as can reasonably be obtained therefor and may make any stipulations as to title or evidence or commencement of title or otherwise which he shall deem proper, and may buy in or rescind or vary any contract for the sale of the whole or any part of the land and resell without being answerable for loss occasioned thereby, and in the case of a sale on credit the Chargee shall be bound to pay the Chargor only such monies as have been actually received from purchasers after the satisfaction of the claims of the Chargee and for any of said purposes may make and execute all agreements and assurances as he shall think fit. Any purchaser or lessee shall not be bound to see to the propriety or regularity of any sale or lease or be affected by express notice that any sale or lease is improper and no want of notice or publication when required hereby shall invalidate any sale or lease hereunder.

Quiet Possession

11. Upon default in payment of principal and interest under the Charge or in performance of any of the terms or conditions hereof, the Chargee may enter into and take possession of the land hereby charged and where the Chargee so enters on and takes possession or enters on and takes possession of the land on default as described in paragraph 9 herein the Chargee shall enter into, have, hold, use, occupy, possess and enjoy the land without the let, suit, hindrance, interruption or denial of the Chargor or any other person or persons whomsoever.

Right to Distrain

12. If the Chargor shall make default in payment of any part of the interest payable under the Charge at any of the dates or times fixed for the payment thereof, it shall be lawful for the Chargee to distrain therefor upon the land or any part thereof, and by distress warrant, to recover by way of rent reserved, as in the case of a demise of the land, so much of such interest as shall, from time to time, be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent. Provided that the Chargee may distrain for arrears of principal in the same manner as if the same were arrears of interest.

Further Assurances

13. From and after default in the payment of the principal amount secured by the Charge or the interest thereon or any part of such principal or interest or in the doing, observing, performing, fulfilling or keeping of some one or more of the covenants set forth in the Charge then and in every such case the Chargor and all and every other person whosoever having, or lawfully claiming, or who shall have or lawfully claim any estate, right, title, interest or trust of, in, to or out of the land shall, from time to time, and at all times thereafter, at the proper costs and charges of the Chargor make, do, suffer, execute, deliver, authorize and register, or cause or procure to be made, done, suffered, executed, delivered, authorized and registered, all and every such further and other reasonable act or acts, deed or deeds, devises, conveyances and assurances in the law for the further, better and more perfectly and absolutely conveying and assuring the land unto the Chargee as by the Chargee or his solicitor shall or may be lawfully and reasonably devised, advised or required.

Unapproved Sale

14. If the Chargor sells, transfers, disposes of, leases, charges or otherwise deals with the land in a manner that is not approved hereunder or otherwise approved by the Chargee, the principal amount secured by the Charge shall, at the option of the Chargee, immediately become due and payable. Notwithstanding the foregoing, the Chargor shall be entitled to transfer all or any portion of the Property, without the Chargee's consent, provided that the Chargor delivers

notice of same to the Chargee and provided that such transferee agrees in favour of the Chargee to be bound by the terms of this Charge.

Partial Releases

15. The Chargee may at his discretion at all times release any part or parts of the land or any other security or any surety for the money secured under the Charge either with or without any sufficient consideration therefor, without responsibility therefor, and without thereby releasing any other part of the land or any person from the Charge or from any of the covenants contained in the Charge and without being accountable to the Chargor for the value thereof, or for any monies except those actually received by the Chargee. It is agreed that every part or lot into which the land is or may hereafter be divided does and shall stand charged with the whole money secured under the Charge and no person shall have the right to require the mortgage monies to be apportioned.

Obligation to Insure

16. The Chargor will immediately insure, unless already insured, and during the continuance of the Charge keep insured against loss or damage by fire, in such proportions upon each building as may be required by the Chargee, the buildings on the land to the amount of not less than their full insurable value on a replacement cost basis in dollars of lawful money of Canada. Such insurance shall be placed with a company approved by the Chargee. Buildings shall include all buildings whether now or hereafter erected on the land, and such insurance shall include not only insurance against loss or damage by fire but also insurance against loss or damage by explosion, tempest, tornado, cyclone, lightning and all other extended perils customarily provided in insurance policies including "all risks" insurance. The covenant to insure shall also include where appropriate or if required by the Chargee, boiler, plate glass, rental and public liability insurance in amounts and on terms satisfactory to the Chargee. Evidence of continuation of all such insurance having been effected shall be produced to the Chargee at least fifteen (15) days before the expiration thereof; otherwise the Chargee may provide therefor and charge the premium paid and interest thereon at the rate provided for in the Charge to the Chargor and the same shall be payable forthwith and shall also be a charge upon the land. It is further agreed that the Chargee may at any time require any insurance of the buildings to be cancelled and new insurance effected in a company to be named by the Chargee and also of his own accord may effect or maintain any insurance herein provided for, and any amount paid by the Chargee therefor shall be payable forthwith by the Chargor with interest at the rate provided for in the Charge and shall also be a charge upon the land. Policies of insurance herein required shall provide that loss, if any, shall be payable to the Chargee as his interest may appear, subject to the standard form of mortgage clause approved by the Insurance Bureau of Canada which shall be attached to the policy of insurance.

Obligation to Repair

17. The Chargor will keep the land and the buildings, erections and improvements thereon, in good condition and repair according to the nature and description thereof respectively, and the Chargee may, whenever he deems necessary, by his agent enter upon and inspect the land and make such repairs as he deems necessary, and the reasonable cost of such inspection and repairs with interest at the rate provided for in the Charge shall be added to the principal amount and be payable forthwith and be a charge upon the land prior to all claims thereon subsequent to the Charge. If the Chargor shall neglect to keep the buildings, erections and improvements in good condition and repair, or commits or permits any act of waste on the land (as to which the Chargee shall be sole judge) or makes default as to any of the covenants, provisos, agreements or conditions contained in the Charge or in any charge to which this Charge is subject, all monies secured by the Charge shall, at the option of the Chargee, forthwith become due and payable, and in default of payment of same with interest as in the case of payment before maturity the powers of entering upon and leasing or selling hereby given and all other remedies herein contained may be exercised forthwith.

Building Charge

18. If any of the principal amount to be advanced under the Charge is to be used to finance an improvement on the land, the Chargor must so inform the Chargee in writing immediately and before any advances are made under the Charge. The Chargor must also provide the Chargee immediately with copies of all contracts and subcontracts relating to the improvement and any

amendments to them. The Chargor agrees that any improvement shall be made only according to contracts, plans and specifications approved in writing by the Chargee. The Chargor shall complete all such improvements as quickly as possible and provide the Chargee with proof of payment of all contracts from time to time as the Chargee requires. The Chargee shall make advances (part payments of the principal amount) to the Chargor based on the progress of the improvement, until either completion and occupation or sale of the land. The Chargee shall determine whether or not any advances will be made and when they will be made. Whatever the purpose of the Charge may be, the Chargee may at its option hold back funds from advances until the Chargee is satisfied that the Chargor has complied with the holdback provisions of the *Construction Lien Act* as amended or re-enacted. The Chargor authorizes the Chargee to provide information about the Charge to any person claiming a construction lien on the land.

Extensions not to Prejudice

19. No extension of time given by the Chargee to the Chargor or anyone claiming under him, or any other dealing by the Chargee with the owner of the land or of any part thereof, shall in any way affect or prejudice the rights of the Chargee against the Chargor or any other person liable for the payment of the money secured by the Charge, and the Charge may be renewed by an agreement in writing at maturity for any term with or without an increased rate of interest notwithstanding that there may be subsequent encumbrances. It shall not be necessary to deliver for registration any such agreement in order to retain priority for the Charge so altered over any instrument delivered for registration subsequent to the Charge. Provided that nothing contained in this paragraph shall confer any right of renewal upon the Chargor.

No Merger of Covenants

20. The taking of a judgment or judgments on any of the covenants herein shall not operate as a merger of the covenants or affect the Chargee's right to interest at the rate and times provided for in the Charge; and further that any judgment shall provide that interest thereon shall be computed at the same rate and in the same manner as provided in the Charge until the judgment shall have been fully paid and satisfied.

Change in Status

21. Immediately after any change or happening affecting any of the following, namely: (a) the spousal status of the Chargor, (b) the qualification of the land as: a family residence within the meaning of Part II of the *Family Law Act*, and (c) the legal title or beneficial ownership of the land, the Chargor will advise the Chargee accordingly and furnish the Chargee with full particulars thereof, the intention being that the Chargee shall be kept fully informed of the names and addresses of the owner or owners for the time being of the land and of any spouse who is not an owner but who has a right of possession in the land by virtue of Section 19 of the *Family Law Act*. In furtherance of such intention, the Chargor covenants and agrees to furnish the Chargee with such evidence in connection with any of (a), (b) and (c) above as the Chargee may from time to time request.

Condominium Provisions

22. If the Charge is of land within a condominium registered pursuant to the *Condominium Act* (the "Act") the following provisions shall apply. The Chargor will comply with the Act, and with the declaration, by-laws and rules of the condominium corporation (the "corporation") relating to the Chargor's unit (the "unit") and provide the Chargee with proof of compliance from time to time as the Chargee may request. The Chargor will pay the common expenses for the unit to the corporation on the due dates. If the Chargee decides to collect the Chargor's contribution towards the common expenses from the Chargor, the Chargor will pay the same to the Chargee upon being so notified. The Chargee is authorized to accept a statement which appears to be issued by the corporation as conclusive evidence for the purpose of establishing the amounts of the common expenses and the dates those amounts are due. The Chargor, upon notice from the Chargee, will forward to the Chargee any notices, assessments, by-laws, rules and financial statements of the corporation that the Chargor receives or is entitled to receive from the corporation. The Chargor will maintain all improvements made to the unit and repair them after damage. In addition to the insurance which the corporation must obtain, the Chargor shall insure the unit against destruction or damage by fire and other perils usually covered in fire insurance policies and against such other perils as the Chargee requires for its full replacement cost (the maximum amount for which it can be insured). The insurance company and the terms

of the policy shall be reasonably satisfactory to the Chargee. This provision supersedes the provisions of paragraph 16 herein. The Chargor irrevocably authorizes the Chargee to exercise the Charger's rights under the Act to vote, consent and dissent.

Discharge

23. The Chargee shall have a reasonable time after payment in full of the amounts secured by the Charge to deliver for registration a discharge or if so requested and if required by law to do so, an assignment of the Charge and all legal and other expenses for preparation, execution and registration, as applicable to such discharge or assignment shall be paid by the Chargor.

Guarantee

24. Each party named in the Charge as a Guarantor hereby agrees with the Chargee as follows:

(a) In consideration of the Chargee advancing all or part of the principal amount to the Chargor, and in consideration of the sum of TWO DOLLARS ($2.00) of lawful money of Canada now paid by the Chargee to the Guarantor (the receipt and sufficiency whereof are hereby acknowledged), the Guarantor does hereby absolutely and unconditionally guarantee to the Chargee, and its successors, the due and punctual payment of all principal moneys, interest and other moneys owing on the security of the Charge and observance and performance of the covenants, agreements, terms and conditions herein contained by the Chargor, and the Guarantor, for himself and his successors, covenants with the Chargee that, if the Chargor shall at any time make default in the due and punctual payment of any moneys payable hereunder, the Guarantor will pay all such moneys to the Chargee without any demand being required to be made.

(b) Although as between the Guarantor and the Chargor, the Guarantor is only surety for the payment by the Chargor of the moneys hereby guaranteed, as between the Guarantor and the Chargee, the Guarantor shall be considered as primarily liable therefor and it is hereby further expressly declared that no release or releases of any portion or portions of the land; no indulgence shown by the Chargee in respect of any default by the Chargor or any successor thereof which may arise under the Charge; no extension or extensions granted by the Chargee to the Chargor or any successor thereof for payment of the moneys hereby secured or for the doing, observing or performing of any covenant, agreement, term or condition herein contained to be done, observed or performed by the Chargor or any successor thereof; no variation in or departure from the provisions of the Charge; no release of the Chargor or any other thing whatsoever whereby the Guarantor as surety only would or might have been released shall in any way modify, alter, vary or in any way prejudice the Chargee or affect the liability of the Guarantor in any way under this covenant, which shall continue and be binding on the Guarantor, and as well after as before maturity of the Charge and both before and after default and judgment, until the said moneys are fully paid and satisfied.

(c) Any payment by the Guarantor of any moneys under this guarantee shall not in any event be taken to affect the liability of the Chargor for payment thereof but such liability shall remain unimpaired and enforceable by the Guarantor against the Chargor and the Guarantor shall, to the extent of any such payments made by him, in addition to all other remedies, be subrogated as against the Chargor to all the rights, privileges and powers to which the Chargee was entitled prior to payment by the Guarantor; provided, nevertheless, that the Guarantor shall not be entitled in any event to rank for payment against the lands in competition with the Chargee and shall not, unless and until the whole of the principal, interest and other moneys owing on the security of the Charge shall have been paid, be entitled to any rights or remedies whatsoever in subrogation to the Chargee.

(d) All covenants, liabilities and obligations entered into or imposed hereunder upon the Guarantor shall be equally binding upon his successors. Where more than one party is named as a Guarantor all such covenants, liabilities and obligations shall be joint and several.

(e) The Chargee may vary any agreement or arrangement with or release the Guarantor, or any one or more of the Guarantors if more than one party is named as Guarantor, and grant extensions of time or otherwise deal with the Guarantor and his successors without any consent on the part of the Chargor or any other Guarantor or any successor thereof.

Severability

25. It is agreed that in the event that at any time any provision of the Charge is illegal or invalid under or inconsistent with provisions of any applicable statute, regulation thereunder or other applicable law or would by reason of the provisions of any such statute, regulation or other applicable law render the Chargee unable to collect the amount of any loss sustained by it as a result of making the loan secured by the Charge which it would otherwise be able to collect under such statute, regulation or other applicable law then, such provision shall not apply and shall be construed so as not to apply to the extent that it is so illegal, invalid or inconsistent or would so render the Chargee unable to collect the amount of any such loss.

Interpretation

26. In construing these covenants the words "Charge", "Chargee", "Chargor", "land" and "successor" shall have the meanings assigned to them in Section 1 of the *Land Registration Reform Act* and the words "Chargor" and "Chargee" and the personal pronouns "he" and "his" relating thereto and used therewith, shall be read and construed as "Chargor" or "Chargors", "Chargee" or "Chargees", and "he", "she", "they" or "it", "his", "her", "their" or "its", respectively, as the number and gender of the parties referred to in each case require, and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted. And that all rights, advantages, privileges, immunities, powers and things hereby secured to the Chargor or Chargors, Chargee or Chargees, shall be equally secured to and exercisable by his, her, their or its heirs, executors, administrators and assigns, or successors and assigns, as the case may be. The word "successor" shall also include successors and assigns of corporations including amalgamated and continuing corporations. And that all covenants, liabilities and obligations entered into or imposed hereunder upon the Chargor or Chargors, Chargee or Chargees, shall be equally binding upon, his, her, their or its heirs, executors, administrators and assigns, or successors and assigns, as the case may be, and that all such covenants and liabilities and obligations shall be joint and several.

Paragraph headings

27. The paragraph headings in these charge terms are inserted for convenience of reference only and are deemed not to form part of the Charge and are not to be considered in the construction or interpretation of the Charge or any part thereof.

Date of Charge

28. The Charge, unless otherwise specifically provided, shall be deemed to be dated as of the date of delivery for registration of the Charge.

Effect of Delivery of Charge

29. The delivery of the Charge for registration by direct electronic transfer shall have the same effect for all purposes as if such Charge were in written form, signed by the parties thereto and delivered to the Chargee. Each of the Chargor and, if applicable, the spouse of the Chargor and other party to the Charge agrees not to raise in any proceeding by the Chargee to enforce the Charge any want or lack of authority on the part of the person delivering the Charge for registration to do so.

Receiver

30. If and whenever the Chargee becomes entitled hereunder to enter into possession of the lands it may, in its discretion, by writing appoint a receiver (which term shall include a receiver and manager) of the lands or any part thereof and of the rents and profits thereof and may from time to time remove any receiver and appoint another in his stead, and in making any such appointment or appointments the Chargee shall be deemed to be acting as the attorney for the Chargor unless the Chargee indicates in writing a contrary intention. The following provisions shall apply in respect of the appointment of any receiver: such appointment may be made either before or after the Chargee shall have entered into or taken possession of the lands or any part thereof; such receiver may, in the discretion of the Chargee, be vested with all or any of the powers and discretions of the Chargee and shall have the power to borrow on the security of the lands; the Chargee may from time to time fix the remuneration of such receiver and direct

the payment thereof out of the proceeds of the lands; such receiver shall, so far as concerns the responsibility for his acts or omissions, be deemed the agent of the Chargor and in no event the agent of the Chargee and in making or consenting to such appointment the Chargee shall not incur any liability to the receiver for his remuneration or otherwise howsoever, other than for such damage caused by the gross negligence or willful misconduct of such receiver; and all moneys from time to time received by such receiver may be paid by him in his discretion; such receiver shall from time to time have the power to collect, realize, sell or otherwise deal with the lands in such manner, upon such terms and conditions and at such time or times as may seem to the receiver to be advisable and without notice to the Chargor; such receiver shall from time to time have the power to lease any portion of the lands which may become vacant for such term and subject to such provisions as the receiver may deem advisable or expedient and, in so doing, such receiver shall act as the attorney or agent for the Chargor (unless specifically appointed by the Chargee as the agent of the Chargee) and such receiver shall have authority to execute, under seal or otherwise, any leases, subleases or licenses of any such premises in the name of and on behalf of the Chargor and the Chargor undertakes to ratify and confirm whatever any such receiver may do in the premises; such receiver shall have full power to manage, operate, amend, repair, alter or extend the lands or any part thereof in the name of the Chargor for the purpose of securing the payment of rental from the lands or any part thereof, including the power to: (a) take proceedings in the name of the Chargor or otherwise and to make any arrangement or compromise; (b) borrow or raise money on all or any part of the lands in priority to this charge or otherwise for such purposes as may be approved by the Chargee; (c) give any and all notices to be given by the Chargor under any lease, sublease or license and exercise any and all rights of the Chargor thereunder; (d) do or cause to be done any and all acts and things under any lease, sublease or license and adjust and settle all matters relating to such performance; and (e) institute and prosecute all suits, proceedings and actions which the receiver in his opinion considers necessary for the proper protection of the lands, defend all suits, proceedings and actions against the Chargor or the receiver, appear in and conduct the prosecution and defense of any suit, proceeding or action then pending or thereafter instituted and appeal any suit, proceeding or action.

THIS IS **EXHIBIT "WW"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

LRO # 51 **Charge/Mortgage** **Registered as SC1832938** on 2021 10 08 at 14:54

The applicant(s) hereby applies to the Land Registrar. yyyy mm dd

Properties

PIN	58239 - 0013	LT	*Interest/Estate*	Fee Simple
Description	PT LT 27 CON 3 NOTTAWASAGA AS IN RO289265, EXCEPT 51R27930; S/T RO130023; CLEARVIEW			
Address	6237 27/28 SIDEROAD STAYNER			
PIN	58239 - 0014	LT	*Interest/Estate*	Fee Simple
Description	PT LT 27 CON 3 NOTTAWASAGA PT 1, 51R27930; CLEARVIEW			
Address	6237 27/28 SIDEROAD STAYNER			
PIN	58239 - 0015	LT	*Interest/Estate*	Fee Simple
Description	PT LT 27 CON 3 NOTTAWASAGA PT 2, 51R27930; CLEARVIEW			
Address	6237 27/28 SIDEROAD STAYNER			

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name	CBJ - CLEARVIEW GARDEN ESTATES INC.
Address for Service	72 Babcombe Drive Thornhill, Ontario L3T 1N1

I, Jeffrey Burrell, President, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Chargee(s) *Capacity* *Share*

Name	1180554 ONTARIO LIMITED
Address for Service	111 Mildenhall Road Toronto, ON M4N 3H4

Provisions

Principal	$6,000,000.00	*Currency*	CDN
Calculation Period	Semi-annually		
Balance Due Date	2023/10/15		
Interest Rate	13% per annum		
Payments			
Interest Adjustment Date	2021 10 15		
Payment Date	See Schedule		
First Payment Date			
Last Payment Date			
Standard Charge Terms	200033		
Insurance Amount	Full insurable value		
Guarantor	1852733 Alberta Ltd., Jeffrey Burrell, Salvatore Romeo, Christopher Agagnier, and Kimberley Zacharias		

Additional Provisions

See Schedules

Signed By

Jonathan Adam Rajzman	100 Mural Street, Suite 203 Richmond Hill L4B 1J3	acting for Chargor(s)	Signed	2021 10 06

Tel 416-766-1135

Fax 416-769-5365

I have the authority to sign and register the document on behalf of the Chargor(s).

Submitted By

ISAAC SINGER
100 Mural Street, Suite 203
Richmond Hill
L4B 1J3
2021 10 08

Tel 416-766-1135
Fax 416-769-5365

Fees/Taxes/Payment

Statutory Registration Fee	$65.30
Total Paid	$65.30

File Number

Chargor Client File Number :	91848.4
Chargee Client File Number :	21-6164

SCHEDULE A

THIS IS A SCHEDULE TO A CHARGE/MORTGAGE between CBJ – CLEARVIEW GARDEN ESTATES INC. (the "**Chargor**") and 1180554 ONTARIO LIMITED (the "**Chargee**")

ADDITIONAL PROVISIONS

NOTWITHSTANDING anything to the contrary contained in the Standard Charge Terms (and in the event of any contradiction, the following provisions shall prevail), the Chargor covenants and agrees with the Chargee as follows:

FEES AND COSTS

All expenses, fees, charges or payments incurred, expended or paid by the Chargee, acting reasonably and without duplication, (whether with the knowledge, consent, concurrence or acquiescence of the Chargor or otherwise) with respect to the following matters:

a) all reasonable solicitors', inspectors', valuators' and surveyors' fees and expenses for drawing and registering this Charge and for examining the Charged Lands and the title thereto, and for making or maintaining this Charge a good and valid charge and mortgage;

b) all sums which the Chargee may advance for insurance premiums, taxes, or rates;

c) any unpaid amount due to the Chargee for any arrangement, standby, and any other administrative fee;

d) all sums which the Chargee may expend in payment of prior liens, charges, encumbrances or claims charged or to be charged against the Charged Lands or on this Charge or against the Chargee in respect of this Charge;

e) all sums which the Chargee may expend in maintaining, repairing, restoring or completing the construction on the Charged Lands pursuant to the terms of this Charge;

f) the cost of inspecting, leasing, managing or improving the Charged Lands, including the price or value of any goods of any sort or description supplied for use on the Charged Lands pursuant to the terms of this Charge;

g) all sums paid to a receiver of the Charged Lands;

h) the cost of exercising or enforcing or attempting to exercise or enforce any right, power, remedy or purpose hereunder provided or implied, and including an allowance for the time, work and expenses of the Chargee or any agent or employee of the Chargee, for any purpose provided for herein; and

i) the Chargee's reasonable solicitors' costs as between solicitor and his own client incurred or paid by the Chargee as a result of any event of default under this Charge, or of endeavouring to collect (with or without suit) any money payable hereunder, or of taking, recovering or keeping possession of the Charged Lands, and generally in any other proceedings, matter or thing taken or done to protect or realize this security or any other security for payment of the mortgage indebtedness;

together with interest thereon, at the interest rate charged hereunder, shall be added to the indebtedness, shall be repaid by the Chargor to the Chargee forthwith, and until repaid shall be a charge upon the Charged Lands and the Chargee shall have the same rights and remedies to enforce payment thereof as it would have upon the occurrence of an event of default which is continuing.

PRIVACY PROVISIONS

(a) The Chargor hereby irrevocably consents to the Chargee releasing and disclosing to any other parties, their authorized agents and solicitors requesting the same, any and all information, whether confidential or not, in its possession regarding the charged lands or the within mortgage loan including, without limitation, details of the mortgage loan balance, the terms of this mortgage loan, defaults hereunder (existing or prior) and like matters.

(b) The Chargor hereby confirms and agrees that the release and disclosure of any such information by the Chargee constitutes the release and disclosure of such information with

the full knowledge and consent of the Chargor within the meaning of the *Personal Information Protection and Electronic Documentation Act* (Canada), as amended.

(c) The Chargor hereby releases the Chargee from any and all liabilities, damages, suits, actions, claims, monies and costs arising from (i) the release and disclosure of any such information by the Chargee, and (ii) any breach of the provisions of any applicable laws, including the *Personal Information Protection and Electronic Documentation Act* (Canada), as amended, provided that the Chargee has acted in accordance with the consent and direction received from the Chargor.

CROSS DEFAULT

The occurrence of an event of default under the provisions of this Charge shall constitute default under any other charge or security document between the Chargor, any other Borrower, or the Guarantors and the Chargee (collectively, the "**Security Documents**") and default, beyond any applicable cure or notice periods, under any of the other Security Documents shall constitute an event of default under the provisions of this Charge. The Chargee may, upon and during the continuance of an event of default under the provisions of this Charge or a default under the other Security Documents, pursue its remedies separately under any of the Security Documents, including without limitation, this Charge, or jointly all together, or jointly one with any one or more of the Security Documents, without any of the rights and remedies of the Chargee not so pursued merging therewith or with any action or judgment with respect thereto.

OBLIGATIONS SECURED

For greater certainty, the Chargor acknowledges and agrees that this Charge secures not only the principal sum secured by this Charge, but also secures any and all amounts outstanding by any of the Borrowers or Guarantors to the Chargee, howsoever arising, including but not limited to by way of this Charge, the Security Documents, the Commitment Letter, and any other agreement, whether registered or unregistered, between such parties (collectively, the "**Obligations**"). Notwithstanding the foregoing, the ability of the Chargor to obtain a discharge of this Charge shall not be dependent upon the Chargor concurrently satisfying any conditions precedent to the discharge of any other charge securing the Obligations which this Charge may be cross defaulted with, it being acknowledged and agreed between the Chargor and the Chargee that the discharge of this Charge shall be dependent only upon the prior payment and performance of only the obligations and liabilities of the Chargor secured by this Charge.

POSSESSION UPON DEFAULT

Upon default in payment of principal or interest under this Charge or in performance of any of the terms and conditions hereof, the Chargee may enter into and take possession of the land hereby charged, free of all manner of former conveyances, mortgages, charges or encumbrances without the left, suit, hindrance, interruption or denial of the Chargor or any other person whatsoever.

PAYMENTS

Any discharge of this Charge shall be prepared by the Chargee at the Chargor's expense within a reasonable time after repayment of the principal sum secured herein together with accrued interest thereon, as well as the payment of all costs and any other amounts that are outstanding under this Charge. All payments hereunder shall be made payable to the Chargee in the manner prescribed by the Commitment Letter or such other place as the Chargor is notified of from time to time. All payments received after 12 noon shall be deemed to have been received on the following business day. The loan secured herein and the amounts payable by the Chargor hereunder is due and payable on the dates set out in the Charge or in the event that the Charge is security for a loan subject to multiple draws and re-draws, then the amount payable by the Chargor hereunder is due and payable in accordance with statements provided to the Chargor by the Chargee, and shall be made without any deduction, set-off or counterclaim by the Chargor for any reason whatsoever.

For greater certainty, the Chargor acknowledges and agrees that it shall prepay twelve (12) months interest from the initial advance of the principal sum secured by this Charge, with all subsequent interest payments to be required to be paid monthly by the Chargor from sources other than subsequent advances of moneys under this Charge.

The Chargor acknowledges and agrees that any payments made to discharge the said Charge to the Chargees' Solicitors or any other authorized agents of the Chargees shall not be deemed to constitute payment received by the Chargee until the same is received by the Chargee at its offices as set out above.

ENVIRONMENTAL

The Chargee or agent of the Chargee may, at any time, before and after default, and for any purpose deemed necessary by the Chargee, enter upon said lands to inspect the land and buildings thereon. Without in any way limiting the generality of the foregoing, the Chargee (or its respective agents) may enter upon the said lands to conduct any environmental testing, site assessment, investigation or study deemed necessary by the Chargee and the reasonable cost of such testing, assessment, investigation or study, as the case may be, with interest at the mortgage rate, shall be payable by the Chargor forthwith and shall be a charge upon the said lands. The exercise of any of the powers enumerated in this clause shall not deem the Chargee, or its respective agents to be in possession, management or control of the said lands and buildings.

In consideration of the advance of funds by the Chargee, the Chargor hereby agrees that, in addition to any liability imposed on the Chargor under any instrument evidencing or securing the loan indebtedness, the Chargor shall be jointly and severally liable for any and all of the costs, expenses, damages, or liabilities of the Chargee, its directors and officers (including, without limitation, all reasonable legal fees) directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal or presence on, under or about the Charged Lands of any hazardous or noxious substances and such liability shall survive foreclosure of the security for the loan and any other existing obligations of the Chargor to the Chargee in respect of the loan and any other exercise by the Chargee of any remedies available to them of any default under the Charge.

The Chargor hereby represents and warrants that neither the Chargor, nor, to their knowledge, any other person, has ever caused or permitted any Hazardous Material (as hereinafter defined) to be placed, held located or disposed of on, under or at the Property and that its business and assets are operated in compliance with applicable laws intended to protect the environment (including, without limitation laws respecting the discharge, emission, spill or disposal of any Hazardous Materials) and that no enforcement actions in respect thereof are threatened or pending and covenants to cause any person permitted by the Chargor to use or occupy the Charged Lands or any part thereof to continue to so operate.

The Chargor hereby indemnifies the Chargee, its officers, directors, employees, agents and its shareholders and agrees to hold each of them harmless from and against any and all losses, liabilities, damages, costs, expenses and claims of any and every kind whatsoever which at any time or from time to time may be paid, incurred or asserted against any of them for, with respect to, or as direct result of, the presence on or under, or the discharge, emission, spill or disposal from, the Charged Lands or into any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Material where it has been proven that the source of the Hazardous Material is the Charged Lands (including, without limitation: (i) the costs of defending any/or counter- claiming over against third parties in respect of any action or matter; and (ii) any cost, liability or damage arising out of a settlement of any action entered into by the Chargee; and the provisions of and undertakings and indemnification set out in this Section shall survive the satisfaction and release of the Security Documents and payment and satisfaction of the mortgage and liability of the Chargor to the Chargee pursuant to this Charge. The indemnity contained herein in favour of the Chargee shall enure to the benefit of the Chargee's successors and assignees of the Security Documents. For the purposes of this Section "**Hazardous Material**" means any contaminant or pollutant or any substance that when released in the natural environment is likely to cause at some immediate or future time, material harm or degradation to the natural environment or material risk to human health and without restricting the generality of the foregoing, hazardous waste or dangerous goods as defined by applicable federal, provincial or municipal laws for the protection of the natural environment or human health.

The indemnity contained herein shall survive the repayment of the Charge and shall continue in full force and effect so long as the possibility of any such liability, claim or loss exists.

BREACH OF COVENANT

A breach of any covenant contained in this Charge shall constitute a default hereunder and at the option of the Chargee, it may avail itself of the remedies contained in this Charge and available at law, including, the acceleration of the principal without further notice to the Chargor.

SEVERABILITY

If any covenant, obligation or provision contained in this Charge, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Charge or the application of such covenant, obligation or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each covenant, obligation or provision of this Charge shall be separately valid and enforceable to the fullest extent permitted by law.

CONFLICT/AMBIGUITY

Where conflict or ambiguity exists or arises between any one or more of the provisions contained in this Schedule, any mortgage commitment and schedule thereto, any promissory note, any offering letter, any loan or other credit agreement, any one or more of the provisions contained in the standard charge terms or any other security document between the Chargor and the Chargee, then the Chargee shall, in his absolute and sole discretion decide which of such conflicting or ambiguous provisions shall be deemed to govern and prevail notwithstanding that the same may be more onerous on the Chargor than any of the other conflicting or ambiguous provisions.

COLLECTION OF RENTS

In the event that the Chargee collects any payments of rent due to the Chargor's default, the Chargee shall be entitled to receive from such rent a management fee of ten percent (10%) of all the gross receipts from such rent, it being understood for greater certainty that the Chargor and Chargee have agreed that in the circumstances a management fee equal to ten percent (10%) of gross receipts received by the Chargee in the collection of such rents is a just and equitable fee having regard to the circumstances.

SUBSEQUENT ENCUMBRANCES

In the event of the Chargor further encumbering the property without the prior written consent of the Chargee, such further encumbering shall constitute a default under this mortgage and in such event, at the sole option of the Chargee, all money owing under the herein mortgage shall immediately become due and payable. Notwithstanding the foregoing, the Chargee acknowledges and agrees that it has provided its consent to a second ranking vendor take back mortgage charge in the amount of $ 13,001,142.17 in favour of Clearview Garden Estates Inc.

PAYMENT OF OTHER CHARGES AND PERFORMANCE OF OTHER OBLIGATIONS BY THE CHARGEE

The Chargor covenants and agrees with the Chargee to pay all property taxes, public utility rates, charges, and insurance premiums as and when they become due, to keep all encumbrances and agreements in good standing in accordance with their terms, comply with all zoning by-laws, standards and work orders and not to permit the existence of any work orders, deficiency notices, letters of compliance or the registration of any liens of any nature or kind; the failure of the Chargor to comply with this covenant shall constitute an event of default hereunder and entitle the Chargee at its sole option to avail itself of remedies available hereunder and at law including the right to accelerate the principal sum secured hereunder together with all accrued interest thereon plus costs.

In addition, at the Chargee's sole option, the Chargor hereby agrees that the Chargee may satisfy any charge, lien, any matter raised in the previous paragraph or other encumbrance now or hereafter existing or to arise or be claimed upon the charged lands and the Chargee may also expend monies in order to cure any default under any lease respecting the charged lands or any part thereof, and the amounts so paid together with all costs associated therewith shall be added to the principal sum hereby secured and bear interest at the rate of interest set forth herein and shall be payable forthwith by the Chargor to the Chargee and in default of payment, the entire principal sum, accrued interest and costs, shall become payable at the option of the Chargee and the remedies hereby given and available at law may be exercised forthwith without notice. In the event of the Chargee satisfying any such charge or claim, or expending such monies in order to cure a lease default, it shall be entitled to all equities and securities of the person or persons so satisfied and it may retain any discharge, cessation of charge, assignment of charge unregistered or assignment of lease, until paid.

BANKRUPTCY AND INSOLVENCY

The Chargor acknowledges and agrees that any and all costs as may be incurred from time to time by the Chargee in order to effect compliance or avoid any adverse ramifications of the *Bankruptcy and Insolvency Act* (Canada) shall be entirely for the account of the Chargor. The Chargee shall be entitled to incur any such costs, including any costs of its personnel in administering any requirements of the said Act and to add the same to the indebtedness owing pursuant hereto and the same shall be secured hereunder and under any and all security held by the Chargee for the indebtedness owing to the Chargee in the same manner and in the same priority as the principal secured hereunder.

NON-TRANSFER

Paragraph 14 of Standard Charge Terms 200033 is hereby deleted.

In the event that the Chargor sells, conveys, transfers, assigns or exercises a power of appointment with respect to the property herein described to a purchaser, transferee or assignee or in the event of a change of

shareholders of the Chargor which results in a change of control of the Chargor or in the event of a change in the beneficial ownership of the property herein described without first obtaining the consent in writing of the Chargee the entire principal sum and interest hereby secured shall, at the option of the Chargee, forthwith become due and payable.

PRE-AUTHORIZED PAYMENT

The Chargor hereby covenants and agrees upon the Chargee's request to participate in the Chargee's pre-authorized chequing program by completing the necessary application and providing the Chargee with a sample "void" cheque, or alternatively, at the Chargee's request, the Chargor shall provide a series of 12 (or any other number of) post dated cheques, from time to time.

PREPAYMENT PROVISIONS

This Charge will be closed for prepayment from the initial advance of the loan made available pursuant to the Commitment Letter until twelve (12) months after such initial advance (the "**Closed Prepayment Period**"). Following the Closing Prepayment Period, the loan may be prepaid in whole or in part with a minimum of thirty (30) days' prior written notice to the Chargee, provided that the Chargor pays to the Chargee, on the date of such prepayment, a prepayment fee in an amount equal to six (6) months interest on such amount being prepaid.

SECURITY INTEREST IN CHATTELS

It is hereby mutually covenanted and agreed by and between the parties hereto that all chattels, erections and improvements, fixed or otherwise, now or hereafter put upon the Charged Lands and owned by the Chargor, including, but without limiting the generality of the foregoing, all drapes, lobby furniture, refrigerators and stoves, heating equipment, air-conditioning and ventilation equipment, blinds, storm windows and doors, window screens, etc. and all apparatus and equipment appurtenant thereto are and shall in addition to other fixtures thereon, be and become fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors, legal representatives and assigns, and all persons claiming thereunder and shall be a portion of the security for the indebtedness hereinbefore mentioned.

INSURANCE RENEWAL

The Chargee shall be entitled to its standard servicing fee for dealing with each cancellation, premium payment or other non-compliance with insurance requirements. In the event that the evidence of continuation of insurance as herein required has not been delivered to the Chargee, the Chargee shall be entitled to its standard servicing fee for each written inquiry which the Chargee shall make to the insurer pertaining to such renewal (or resulting from the Chargor's non-performance of the within covenant). In the event that the Chargee pursuant to the within provision arranges insurance coverage with respect to the said lands, the Chargee in addition to the aforementioned servicing fee shall be entitled to a further servicing fee for arranging the necessary insurance coverage.

APPOINTMENT OF RECEIVER

At any time after the security hereby constituted becomes enforceable, or the monies hereby secured shall have become payable, the Chargee may from time to time appoint by writing, or apply to a court of competent jurisdiction for the appointment of, a receiver ("**Receiver**") of the lands, with or without bond, and may from time to time remove the Receiver and appoint another in his stead, and any such Receiver appointed hereunder shall have the following powers:

(a) To take possession of the charged lands and to collect and get in the same and for such purpose to enter into and upon any lands, buildings and premises wheresoever and whatsoever and for such purpose to do any act and take any proceedings in the name of the Chargor or otherwise as he shall deem necessary;

(b) To carry on or concur in carrying on the business of the Chargor, and to employ and discharge agents, workmen, accountants and others upon such terms and with such salaries, wages or remuneration as he shall think proper, and to repair and keep in repair the Charged Lands and to do all necessary acts and things for the carrying on of the business of the Chargor and the protection of the said Charged Lands of the Chargor;

(c) To sell or lease or concur in selling or leasing any or all of the Charged Lands, or any part thereof, and to carry any such sale or lease into effect by conveying in the name of or on behalf of the Chargor or otherwise; and any such sale may be made either at public auction or private sale as seen fit by the Receiver and any such sale may be made from time to time as to the whole or any part or parts of the Charged Lands; and he may make any stipulations

as to title or conveyance or commencement of title or otherwise which he shall deem proper; and he may buy or rescind or vary any contracts for the sale of any part of the Charged Lands and may resell the same; and he may sell any of the same on such terms as to credit or part cash and part credit or otherwise as shall appear in his sole opinion to be most advantageous and at such prices as can reasonably be obtained therefore and in the event of a sale on credit neither he nor the Chargee shall be accountable for or charged with any monies until actually received;

(d) To make any arrangement or compromise which the Receiver may think expedient in the interest of the Chargee and to consent to any modification or change in or omission from the provisions of this charge and to exchange any part or parts of the Charged Lands for any other property suitable for the purposes of the Chargee and upon such terms as may seem expedient and either with or without payment or exchange of money or regard to the equality of the exchange or otherwise;

(e) To borrow money to carry on the business of the Chargor and to charge the whole or any part of the Charged Lands in such amounts as the Receiver may from time to time deem necessary and in so doing the Receiver may issue certificates that may be payable when the Receiver thinks expedient and shall bear interest as stated therein and the amounts from time to time payable under such certificates shall charge the Charged Lands in priority to this Charge;

(f) To execute and prosecute all suits, proceedings and actions which the Receiver in his opinion considers necessary for the proper protection of the Charged Lands, to defend all suits, proceedings and actions against the Chargor or the Receiver, to appear in and conduct the prosecution and defence of any suit, proceeding or action then pending or thereafter instituted and to appeal any suit, proceeding or action;

(g) To execute and deliver to the purchaser of any part or parts of the Charged Lands, good and sufficient deeds for the same, the Receiver hereby being constituted the irrevocable attorney of the Chargor for the purpose of making such sale and executing such deed, and any such sale made as aforesaid shall be a perpetual bar both in law and equity against the Chargor, and all other persons claiming the said property or any part or parcels thereof by, from through or under the Chargor, and the proceeds of any such sale shall be distributed in the manner hereinafter provided;

And it is agree that no purchaser at any sale purporting to be made in pursuance of the aforesaid power or powers shall be bound or concerned to see or inquire whether any default has been made or continued, or whether any notice required hereunder has been given, or as to the necessity or expediency of the stipulations subject to which such sale shall have been made, or otherwise as to the propriety of such sale or regularity of its proceedings, or be affected by notice that no such default has been made or continues, or notice given as aforesaid, or that the sale is otherwise unnecessary, improper or irregular; and notwithstanding any impropriety or irregularity or notice thereof to such purchaser, the sale as regards such purchaser shall be deemed to be within the aforesaid power and be valid accordingly and the remedy (if any) of the Chargor, or of any party claiming by or under it, in respect of any impropriety or irregularity whatsoever in any such sale shall be in damages only.

The net profits of the business of the Chargor and the net proceeds of any sale of the Charged Lands or part thereof shall be applied by the Receiver subject to the claims of any creditors ranking in priority to this charge:

(a) Firstly, in payment of all costs, charges and expenses of and incidental to the appointment of the Receiver and the exercise by him of all or any of the powers aforesaid including the reasonable remuneration of the Receiver and all amounts properly payable by him;

(b) Secondly, in payment of all costs, charges and expenses payable hereunder;

(c) Thirdly, in payment to the Chargee of the principal sum owing hereunder;

(d) Fourthly, in payment to the Chargee of all interest and arrears of interest and any other monies remaining unpaid hereunder; and

(e) Fifthly, any surplus shall be paid to the Chargor; provided that in the event that any party claims a charge against all or a portion of the surplus, the Receiver shall make such disposition of all or a portion of the surplus as the Receiver deems appropriate in the circumstances.

The Chargee shall not be liable to the Receiver for his remuneration costs, charges or expenses, and the Receiver shall not be liable for any loss howsoever arising unless the same shall be caused by his own gross negligence or wilful default; and he shall, when so appointed, by notice in writing pursuant hereto, be deemed to be the agent of the Chargor and the Chargor shall be solely responsible for his acts and defaults and for his remuneration.

PAYMENT OF COSTS

The Chargor shall pay to the Chargee on demand all legal fees payable on a solicitor and his own client basis, costs and out-of-pocket expenses incurred by any of the Chargee, its agents, officers and employees with respect to:

(a) the preparation of this Charge, any renewals thereof and related security documents and any other documents, agreements and instruments required pursuant hereto or thereto and any costs associated with realization under this Charge or the Security Documents;

(b) the Chargee obtaining advice as to its rights and responsibilities under this Charge or any of the instruments and documents comprising the Security Documents or relating thereto or in the event of exercise of any or all of its remedies hereunder or thereunder;

(c) the exercising of any or all of the rights, remedies and powers of the Chargee under this Charge or any of the instruments and documents comprising the Security Documents or relating thereto, or in defending or taking any measures to defend any action, claim, cause of action or in proceedings directly or indirectly relating to the provisions of any such instrument or document;

(d) any or all of the taking of, recovering of possession of any assets or property of the Chargor, or any proceedings taken for the purpose of enforcing any rights or remedies provided in this Charge or in any instrument or document comprising the Security Documents or relating thereto, or any proceedings otherwise taken in relation to any assets or property of the Chargor or subject to the security given by the Chargor to the Chargee, or any proceedings taken by reason of any non-payment or non-performance of the Obligations of the Chargor hereunder; and

(e) any appraisals, environmental reports, engineering reports, cost consultants reports, or any other reports obtained at any time by the Chargee relating to the charged property.

In the event the Chargor fails to pay any such legal fees, costs and expenses to the Chargee forthwith upon demand by the Chargee, then the amount of such unpaid legal fees, costs and expenses shall be secured by this Charge and added to the mortgage indebtedness secured hereunder and shall bear interest at the rate herein set forth.

LIMIT ON RATE OF INTEREST

(a) Adjustment

If any provision of the Commitment Letter, this Charge or any other security document would oblige the Chargor to make any payment of interest or other amount payable to the Chargee in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by the Chargee of interest at a criminal rate (as such terms are construed under the *Criminal Code* (Canada)), then notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or so result in receipt by the Chargee of interest at a criminal rate, such adjustment to be effected, to the extent necessary, as follows:

(i) Firstly, by reducing the amount or rate of interest required to be paid hereunder as applicable; and

(ii) Thereafter, by reducing any fees, commissions, premiums and other amounts which would constitute interest for purposes of Section 347 of the *Criminal Code* (Canada).

(b) Reimbursement

If, notwithstanding the provisions subsection (a) above, and after giving effect to all adjustments contemplated thereby, the Chargee shall have received an amount in excess of the maximum permitted by such subsection, then the Chargor shall be entitled, by notice in writing to the Chargee, to obtain reimbursement from the Chargee of an amount equal

to such excess, and pending such reimbursement such amount shall be deemed to be an amount payable by the Chargee to the Chargor.

(c) Calculation

Any amount or rate of interest referred to in this Section shall be determined in accordance with generally accepted actuarial practices and principles as an effective annual rate of interest over the term of any revolving loan on the assumption that any charges, fees or expenses that fall within the meaning of "interest" (as defined in the *Criminal Code* (Canada)) shall, if they relate to a specific period of time be prorated over that period of time and otherwise be prorated over the period from the date of this Charge to the maturity date thereof and, in the event of dispute, a certificate of a Fellow of the Canadian Institute of Actuaries appointed by the Chargee shall be conclusive for the purposes of such determination.

MANAGEMENT FEE

In the event that the Chargor defaults hereunder and the Chargee goes into possession of the property and finishes the project (if any), the Chargee shall be entitled to be paid a property management project monitoring fee equal to Ten per cent (10%) of the outstanding balance under this Charge.

AGREEMENTS IN WRITING

No agreement for modification to the within Charge or to any of the Security Documents provided to the Chargee, including any renewals hereof or for extension of the time for payment of the indebtedness due hereunder shall result from, or be implied from, any payment or payments of any kind whatsoever made by the Chargor to the Chargee after the expiration of the maturity date or of any subsequent term agreed to in writing between the Chargor and the Chargee, and that no modification, amendment, at any time to the within Charge or to any of the Security Documents provided to the Chargee or any renewal hereof or extension of the time for payment of any indebtedness due hereunder shall result from, or be implied from, any other act, matter or thing, save only an express agreement in writing between the Chargor and the Chargee.

CHARGOR'S REPRESENTATIONS

The following shall constitute events of default hereunder entitling the Chargee to exercise its remedies hereunder or as available or at law:

(i) if any event shall occur which materially and adversely affects the whole or part of the value of the Charged Lands or the financial position of the Chargor, as determined by the Chargee; or

(ii) if any of the representations or warranties made by the Chargor in its application for the loan or any document delivered pursuant hereto or otherwise is incorrect in any material respect.

CONTINUING SECURITY

Without limiting any other provision hereof, this Charge secures, inter alia, a current or running account and any portion of the principal amount may be advanced or readvanced by the Chargee in one or more sums at any future date or dates and the amount of such advances and readvances when so made will be secured by this Charge and be repayable with interest at the interest rate stipulated in this Charge. This Charge will be security for the ultimate balance owing to the Chargee arising from the current and running accounts represented by advances and readvances of the principal amount or any part thereof with interest at the interest rate stipulated in this Charge and all other amounts secured hereby and notwithstanding any change in the amount, nature and form of the loan indebtedness from time to time. If the whole or any part of the principal amount hereby or other amount secured hereby is repaid, this Charge shall be and remain valid security for any subsequent advance or readvance by the Chargee to the Chargor until such time as the Chargee has executed and delivered to the Chargor a complete discharge of this Charge. The provisions relating to defeasance contained in Subsection 6(2) of the *Land Registration Reform Act* (Ontario) are hereby expressly excluded from this Charge.

FARM DEBT MEDIATION ACT

The Chargor represents and warrants that it is not a "farmer" within the meaning of the *Farm Debt Mediation Act*, S.C. 1997, c.21 (the "**Act**") and covenants and agrees with the Chargee that, in the event that at any time during the term of this Charge the Chargor shall, at the option of the Chargee, become a "farmer" within the meaning of the Act, it shall forthwith provide written notice of this fact to the Chargee.

PAYMENT OF AMOUNTS OWING TO GOVERNMENTAL AUTHORITIES

During the term of the Charge and any renewal or extension thereof, the Chargor and/or the Guarantors will pay when due all amounts owing to any governmental authority which, if unpaid, would give such governmental authority recourse for such amounts ranking in priority to the within Charge or to any of the Security Documents and agreements given by the Chargor to the Chargee in connection with the advance of funds hereunder and the failure to pay any such amount when due will constitute, at the option of the Chargee, a default hereunder.

INSURANCE – ADDITIONAL PROVISIONS

The Chargor will at all times during the term maintain the insurance required by the Charge including, without limitation, the following coverage's:

(a) All risks of direct physical loss or damage, including, without limitation, coverage for the foundations of all improvements and flood and earthquake coverage, all on a replacement cost basis with loss payable to the Chargee under an Insurance Bureau of Canada mortgage clause; the policy should allow for the improvements on the property to be completed (if applicable), for partial occupancy, and for the property to be vacant and unoccupied for a period of at least 30 days;

(b) Comprehensive broad form boiler and machinery insurance covering all pressure vessels (whether fired or unfired), air conditioning and miscellaneous electrical apparatus on the property, for an amount satisfactory to the Chargee, with loss payable to the Chargee under a Boiler and Machinery Insurance Association mortgage clause;

(c) Business interruption or rental income loss coverage on a gross profits or rentals form sufficient to cover 100% of the loss of rent or loss of business income from the business conducted on the property for a period of twelve (12) months, based on the greater of actual or projected revenue, in respect of all perils described in (a) and (b) above;

(d) Comprehensive general liability insurance, inclusive of bodily injury, death or property damage or loss, for a minimum amount of $3,000,000.00 per occurrence or such other amount as the Chargee may reasonably request;

(e) Theft of chattels;

(f) If advised separately by the Chargee then, prior to any advance of the principal amount, the Chargor will provide to the Chargee or its solicitors original or certified copies of insurance policies providing the above coverage. The Chargee may have the insurance policies reviewed by a qualified property insurance consultant to ensure the insurance requirements are satisfied; and

(g) Evidence of policy renewal or satisfactory replacement must be provided annually at least thirty (30) days before expiry.

In addition to any other insurance provisions contemplated by this Charge or the Standard Charge Terms registered as No. **200033**:

Although the Chargee reserves the right to insist that all policies be on a "no co-Insurance" basis, the Chargee may consider accepting stated amount co-insurance provided that the Chargor shall at all times maintain a sufficient amount of insurance to prevent the Chargor from becoming a co-insurer under the terms and conditions of the policy.

Each policy shall be in a form and with an insurer satisfactory to the Chargee and will provide that any loss shall be payable to the Chargee as their interest may appear, subject to the standard form of mortgage clauses approved by the Insurance Bureau of Canada. The above referenced policies shall provide that the Chargee shall receive thirty (30) days' prior written notice of cancellation or material change to the policies. The Chargor will furnish to the Chargee or its solicitors, prior to the advance of any funds, original or certified copies of insurance policies providing the above coverages. Evidence of policy renewal or satisfactory replacement must be provided annually at least (30) days before expiry of the policy.

If the Chargor fails to comply with the insurance obligations herein, the Chargee may take out insurance which it deems adequate, and the Chargor shall pay to the Chargee, on demand, all sums paid for that purpose plus accrued interest up to the reimbursement date at the rate payable hereunder.

In the event of a loss, the Chargor shall immediately advise the Chargee and shall not undertake any repairs or renovations without the consent of the Chargee. The Chargor acknowledges and agrees that any insurance monies received may, at the option of the Chargee, be applied in rebuilding, re-instating, or

repairing any building, or be paid to the Chargor, or be applied in the sole discretion of the Chargee, in full or in part against the amounts due hereunder or any part thereof, whether due or not then due, or paid partly in one way and partly in another.

UNDERTAKINGS

In the event that the Chargor defaults with respect to any of the terms of any undertakings delivered to the Chargee in consideration of the advance of funds under this Charge or the Commitment Letter, or thereafter or with respect to any covenant contained in these additional provisions, such default, at the option of the Chargee, will be an event of default under this Charge and entitle the Chargee to all of its remedies hereunder and at law, including, the acceleration of the principal without further notice to the Chargor.

SINGLE FAMILY RESIDENCE

In the event that a single family residence is situated on the charged lands, or the charged lands consists of a condominium residential unit, then the following provisions shall apply:

The Chargor covenants with the Chargee that the herein charged lands are not subject to any tenancy agreements and that the Chargor will not enter into any tenancy agreements respecting the charged lands or any part thereof without the prior written consent of the Chargee, which consent may be unreasonably withheld.

The Chargor hereby agrees that any tenancy agreement entered into in breach of the foregoing is deemed to have been entered into with the object and intent of discouraging the Chargee from taking possession of the herein charged lands on default or adversely affecting the value of the Chargee's interest in the herein charged lands contrary to the provisions of *The Mortgages Act*, R.S.O. 1990 as amended.

ASSIGNMENT OF RENTS

In consideration of the premises, the Chargor does hereby assign and transfer unto the Chargee any rent reserved and payable under any lease agreement affecting the premises and all benefits and advantages to be derived therefrom, the hold and receive the said rent.

And the Chargor hereby authorizes and instructs any tenant or tenants under such lease to pay to the Chargee all monies owing in connection with any tenancy now existing or to be hereafter created.

Provided that nothing herein shall be deemed to have the effect of making the Chargee responsible for the collection of any of the said rent or part thereof, or for the performance of any covenant, term or condition, either by the Chargor or the tenant, contained in the said lease, and that the Chargee shall not, by virtue of this indenture, be deemed a Chargee in possession of the said property.

And provided that the Chargee shall be liable to account for only such monies as may actually come to its hands by virtue of this Indenture, less proper and fair collection charges and that such monies when so received by the Chargee shall be applied on account of the monies due under the said Charge, to which this indenture is taken as a collateral security.

Provided that, notwithstanding the foregoing, the Chargor may collect the rents and deal with the leases from time to time as would a prudent landlord so long as a default under this Charge does not exist.

The Chargor undertakes to ensure that any new lease, renewal, or amendment, will be at the fair market for rents and term, and shall ensure that there are no terms or provisions therein which materially adversely affect the Chargee’s security, as determined by the Chargee, acting reasonably.

DEFINITIONS

Unless the context requires otherwise, in addition to the terms defined elsewhere herein, the following words or expressions shall have the following meanings:

(a) "**Borrowers**" means the Chargor, CBJ Developments Inc., and CBJ – Bridle Park II Inc.;

(b) "**Chargee**" means 1180554 Ontario Limited;

(c) "**Chargor**" means CBJ – Clearview Garden Estates Inc. and also has the same meaning as the word "**Mortgagor**";

(d) "**Charged Lands**" means the lands and premises described in this Charge/Mortgage and the improvements thereon;

(e) "**Commitment Letter**" means the loan commitment letter dated September 14, 2021 by the Chargee to and in favour of the Borrowers and the Guarantors;

(f) "**Guarantors**" means 1852733 Alberta Ltd., Christopher Agagnier, Jeffrey Burrell, Kimberly Zacharias, and Salvatore Rome;

THIS IS **EXHIBIT "XX"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

Court File No. CV-23-00707989-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, C.B-3, AS AMENDED, AND SECTION 101 OF THE *COURTS OF Justice ACT*, R.S.O. 1990 C. C.43, AS AMENDED

THE HONOURABLE	)	FRIDAY, THE 26th DAY
	)	
JUSTICE PENNY	)	OF JANUARY, 2024

1180554 ONTARIO LIMITED

Applicant

and

CBJ DEVELOPMENTS INC., CBJ – CLEARVIEW GARDEN ESTATES INC., CBJ – BRIDLE PARK II INC.

Respondents

ORDER
(appointing Receiver)

THIS MOTION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing RSM Canada Limited as receiver and manager (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of the Respondents, CBJ - Clearview Garden Estates Inc. ("**CBJ - Clearview**"), CBJ Bridle Park II Inc. ("**CBJ - II**"), CBJ Developments Inc. ("**CBJ**") (hereinafter CBJ – Clearview, CBJ – II, and CBJ collectively referred to as the "**CBJ**" or "**Debtors**"), acquired for, or used in relation to a business carried on by the Debtors, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Application, the Affidavits of Matthew Castelli sworn October 20, 2023, November 16, 2023, and January 24, 2024, the Affidavit of Serafino Paul Mantini sworn December 5, 2023, the Affidavits filed by the Respondents being the Affidavits of Jeffrey Burrell sworn November 29, 2023, and December 5, 2023, and the Affidavit of Scott Metcalfe sworn January 24, 2024, and the Affidavit sworn by Randy Hoffner on January 25, 2024, filed by the parties holding a subsequent charge ("Subsequent Lenders") as it relates to the Properties that are the subject matter of this Receivership, the Factum of the Applicants, the Factum of the Respondents and on hearing submissions for counsel for the Applicants, Respondents and the Subsequent Lenders and on reading the consent of RSM Canada Limited to act as the Receiver,

SERVICE

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

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, RSM Canada Limited is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (the "Property").

RECEIVER'S POWERS

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

(a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

(b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the

relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

(c) to manage, operate, and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;

(d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

(e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;

(f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;

(g) to settle, extend or compromise any indebtedness owing to the Debtors;

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;

(i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed

shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

(j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

(i) without the approval of this Court in respect of any transaction not exceeding $100,000.00, provided that the aggregate consideration for all such transactions does not exceed $500,000.00; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, [or section 31 of the Ontario *Mortgages Act*, as the case may be,] shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

(l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

(o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;

(p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;

(q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and

(r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Debtors, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the

Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver’s intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver’s entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

9. THIS COURT ORDERS that no Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. THIS COURT ORDERS that all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

12. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtors 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 Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

14. THIS COURT ORDERS that all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, 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 Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

18. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

20. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed

$250,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

23. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

24. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

25. 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 www.rsmcanada.com/CBJ-developments-inc-et-al.

26. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors 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

27. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

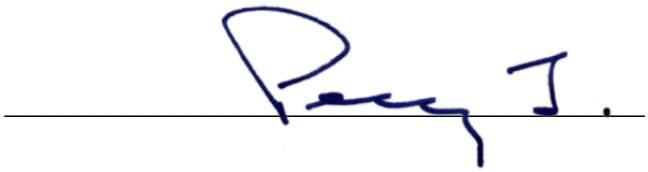
28. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

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

30. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

31. THIS COURT ORDERS that the Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors estate with such priority and at such time as this Court may determine.

32. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.



SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT $_____

1. THIS IS TO CERTIFY that RSM Canada Limited, the receiver (the "Receiver") of the assets, undertakings and properties of CBJ - Clearview, CBJ – II and CBJ acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ___ day of _____, 20__ (the "Order") made in an action having Court file number __-CL-_____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of $_____, being part of the total principal sum of $_____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

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

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

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

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

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

DATED the _____ day of _____ 202__.

RSM Canada Limited solely in its capacity as Receiver of the Debtors, and not in its personal capacity

Per: _____

Name:

Title:

THIS IS **EXHIBIT "YY"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

LRO # 51 **Transfer Of Charge** **Registered as SC2049499** on 2024 04 12 at 16:40

The applicant(s) hereby applies to the Land Registrar. yyyy mm dd

Properties

PIN 58239 - 0013 LT
Description PT LT 27 CON 3 NOTTAWASAGA AS IN RO289265, EXCEPT 51R27930; S/T RO130023; CLEARVIEW
Address 6237 27/28 SIDEROAD
STAYNER

PIN 58239 - 0014 LT
Description PT LT 27 CON 3 NOTTAWASAGA PT 1, 51R27930; CLEARVIEW
Address 6237 27/28 SIDEROAD
STAYNER

PIN 58239 - 0015 LT
Description PT LT 27 CON 3 NOTTAWASAGA PT 2, 51R27930; CLEARVIEW
Address 6237 27/28 SIDEROAD
STAYNER

Source Instruments

Registration No.	*Date*	*Type of Instrument*
SC1832939	2021 10 08	Charge/Mortgage

Transferor(s)

This transfer of charge affects all lands that the charge is against which are outstanding.

Name CLEARVIEW GARDEN ESTATES INC.
Address for Service c/o TGP Canada Management Inc.
77 City Center Drive, #602
Mississauga, ON, L5B 1M5

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

Transferee(s) *Capacity* *Share*

Name FIRST GLOBAL FINANCIAL CORP.
Address for Service c/o Brar Tamber Rigby Professional Corporation
9-6980 Martiz Drive, Mississauga, Ontario L5W 1Z3

Statements

The chargee transfers the selected charge for $2

This document relates to registration number(s)SC1832939

Signed By

Gokcin Nalsok 1 Hunter St. E., Suite 200 Hamilton L8N 3W1 acting for Transferor(s) Signed 2024 04 12

Tel 905-528-8411
Fax 905-528-9008

I have the authority to sign and register the document on behalf of the Transferor(s).

Jasveen Patheja 6980 Maritz Drive, Unit 9 Mississauga L5W 1Z3 acting for Transferee(s) Signed 2024 04 12

Tel 647-477-0330
Fax 647-477-0329

I have the authority to sign and register the document on behalf of the Transferee(s).

Submitted By

Brar Tamber Law Professional Corporation 6980 Maritz Drive, Unit 9 Mississauga L5W 1Z3 2024 04 12

Tel 647-477-0330
Fax 647-477-0329

Fees/Taxes/Payment

Statutory Registration Fee	$69.95
Total Paid	$69.95

File Number

Transferee Client File Number : B24-4492

THIS IS **EXHIBIT "ZZ"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CV-23-00707989-00CL **DATE: May 29, 2024**

NO. ON LIST: 3

TITLE OF PROCEEDING: 1180554 ONTARIO LTD. vs. CBJ DEVELOPMENTS INC., et al

BEFORE: JUSTICE KIMMEL

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Jeff Larry – CSL for Receiver	TDB Restructuring Ltd.	jeff.larry@paliareroland.com
Bryan Tannenbaum – Monitor	TDB Restructuring Ltd.	btannenbaum@tdbadvisory.ca
Jeff Berger – Monitor	TDB Restructuring Ltd.	jberger@tdbadvisory.ca

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Jonathan Kulathungam, Counsel	1180554 Ontario Ltd.	jkulathungam@teplitskyllp.com

ENDORSEMENT OF JUSTICE KIMMEL:

The Motion

[1] TDB Restructuring Limited, in its capacity as the court appointed receiver (the "Receiver"), without security, of all present and future property, assets and undertakings of CBJ - Clearview Garden Estates Inc., CBJ Bridle Park II Inc., and CBJ Developments Inc. (collectively, the "Debtors"), seeks a court order for the approval of the sale of the real property (the "Properties") that is the subject of the sale transaction (the "Transaction") contemplated by an asset purchase agreement between the Receiver and Toronto Capital (Stayner) Corp in Trust (the "Purchaser") dated April 28, 2024 (the "APA"), including approval of the Transaction and the vesting of title to the Properties as well as the approval of a proposed interim distribution and holdback from the sale proceeds (the "AVO").

[2] The Receiver also seeks an ancillary order (the "Ancillary Order") approving the First Report of the Receiver dated May 22, 2024, (the "First Report"), and the Receiver's activities, statement of receipts and disbursements and the fees of the Receiver and its counsel, all as described therein. A sealing order is sought as part of the Ancillary Order in respect of the agreement of purchase and sale for the Transaction, which is the only confidential appendix to the First Report.

[3] The Receiver was appointed on January 26, 2024. The Debtors' primary assets are the Properties, which are the site of a residential property development. There are two lenders with mortgages registered on title to the Properties. The Receiver is not aware of any other secured or priority creditors and has not determined if there are unsecured creditors. The two secured creditors both support the Receiver's motion, as does the purchaser under the APA.

[4] The applicant ("First Mortgagee") has a first mortgage in respect of a loan made September 15, 2021 (the "First Mortgage Loan") in the principal amount of $16 million. As at May 29, 2024, the amount outstanding under the First Mortgage Loan is estimated to be $18,158,231 for the principal, interest and costs and advances by way of borrowings made to the Receiver. The applicant also advances a further priority secured claim in respect of an $11.6 million participation fee (the "Participation Fee"), the priority of which is disputed.

[5] Various second mortgages ("Second Mortgages") were assigned to First Global Financial Corp. ("First Global" or the "Second Mortgagee"). First Global claims that the amount owing to it, and secured by the Second Mortgages, is $44,601,713. Some of the interest claimed under the Second Mortgages is disputed. The undisputed amount of the Second Mortgage claims is approximately $40 million.

Requested Relief - Analysis

Approval of the Transaction, AVO and Proposed Interim Distribution and Holdback

[6] The factors to be considered for the approval of a Transaction and granting of an AVO are well established. See *Royal Bank v. Soundair Corp*., 1991 CanLII 2727 (ONCA) at para 16. The Receiver's First Report establishes that,

a. the Properties were sufficiently exposed to the market through, among other things, distribution of promotional brochures to over 1,000 potential purchasers, two periods of public MLS listings (one prior to and one after the Receiver was appointed, using the same listing agent) and targeted solicitation calls;

b. the marketing process was fair and transparent and yielded the most advantageous (and only) offer for the Properties;

c. the APA contains no conditions which would delay any closing; and

d. the approval of the Transaction and the AVO is in the interests of the known stakeholders.

[7] The Receiver recommends the approval of the Transaction and the granting of the AVO. There are no exceptional circumstances which would warrant a rejection of the Receiver's recommendation. See *Soundair*, at para. 21. I am satisfied that it meets the *Soundair* test.

[8] The Purchase Price will be partly satisfied by a cash payment and partly by a new vendor take back mortgage that First Global will provide (the "VTB"). Part of the cash component of the Purchase Price will be used to pay down the undisputed portion of the First Mortgage Loan. The balance will be held back pending the determination of whether the First Mortgagee has a priority claim for the Participation Fee.

[9] The Receiver has determined that the First Mortgagee has a valid and enforceable charge on the Properties in first priority in respect of the First Mortgage Loan. The Receiver recommends the proposed distribution from the sale proceeds to the First Mortgagee from the net cash component of the Purchase Price (as defined in the APA) for the undisputed amount of the First Mortgage Loan, less the holdbacks described herein (particularly with respect to the disputed Participation Fee). The approval of this distribution will permit the Receiver to proceed towards the conclusion its mandate in an efficient manner, minimizing the need for the added expense of further court attendances.

[10] Under the APA, if the holdback is not used (in whole or in part) to satisfy the Participation Fee claimed by the First Mortgagee then any portion that remains may be used to pay down the VTB that will be granted upon the closing of the Transaction. The Receiver

advises that there is no scenario in which there will be sufficient cash from the sale proceeds to fully extinguish the undisputed portions of both the First and Second Mortgages, so there is no scenario in which any of the cash component of the Purchase Price could have been available to satisfy the claims of any as of yet unidentified unsecured creditors or other stakeholders. On this basis, with the recommendation of the Receiver and the concurrence of the First and Second Mortgagees, the proposed distribution and holdback is approved.

The Ancillary Order: Approval of Activities, Fees and Sealing Order

[11] The requested approval of the Receiver's activities and statement of receipts and disbursements described in the First Report is appropriate. The proposed form of order contains the appropriate qualification regarding the approval of the Receiver's activities, in accordance with the court's practice.

[12] The fees and disbursements of the Receiver and its counsel were incurred at each party's standard rates and charges as set out in their respective fee affidavits. The fees of the Receiver and its counsel for which approval is sought are supported by fee affidavits and the time and hourly rates that correspond with the fees appear to be reasonable having regard to the work that was done.

[13] The Confidential Appendix over which a limited partial sealing order is sought contains the purchase price and other mechanics for its satisfaction under the APA. If the Transaction does not close, the Receiver is concerned that the release of the purchase price and related transactional information could potentially have an adverse effect on any subsequent sales process that the Receiver might carry out in connection with the Properties. Sealing this confidential appendix is necessary and appropriate to ensure that the Receiver can maximize value for the Properties, in the interests of all stakeholders, if the contemplated Transaction does not close and the Receiver (or someone else) markets the Properties again.

[14] I am satisfied that the limited nature and scope of the proposed sealing order is appropriate and satisfies the *Sierra Club of Canada v. Canada (Minister of Finance),* 2002 SCC requirements, as modified by the reformulation of the test in *Sherman Estate v. Donovan*, 2021 SCC 25, at para 38. Preservation of the confidentiality of information inherent in a sale process is recognized as meeting the requirements of the test for sealing court documents in *Sherman Estate v. Donovan*, 2021 SCC 25, at para. 85 when limited to only that material that contains the confidential and sensitive information and only for as long as may be necessary, as has been proposed in this case. The sealing order will terminate upon the satisfaction or waiver of the conditions in the APA and the completion of the Transaction.

[15] Counsel is directed to ensure that the sealed Confidential Appendix is provided to the court clerk at the filing office in an envelope with a copy of this endorsement and the signed order with the relevant provisions highlighted so that the Confidential Appendix can be physically sealed. Counsel is further directed to apply, at the appropriate time, for an unsealing order.

Orders

[16] The AVO and Ancillary Order signed by me today shall be effective immediately and without the necessity of issuing and entering.

KIMMEL J.

ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CV-23-00707989-00CL **DATE:** 3

NO. ON LIST: 07 Oct 2024

TITLE OF PROCEEDING: 1180554 ONTARIO LIMITED v. CBJ DEVELOPMENTS INC. et al

BEFORE: JUSTICE KIMMEL

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Jonathan Kulathungam	Lawyer for the Applicant, 1180554 Ontario Limited	jkulathungam@teplitskyllp.com

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Jeff Larry	Lawyer for the Receiver	jeff.larry@paliareroland.com
Bryan Tannenbaum	Receivers	btannenbaum@tdbadvisory.ca
Jeff Berger		jberger@tdbadvisory.ca
David Badham	First Global Financial Corp. (Secured Creditor)	dbadham@btrlaw.ca

ENDORSEMENT OF JUSTICE KIMMEL:

[1] This motion is brought by TDB Restructuring Limited, in its capacity as the Court-appointed receiver (the "Receiver"), without security, of all the assets, undertakings and properties of CBJ - Clearview Garden Estates Inc., CBJ Bridle Park II Inc., and CBJ Developments Inc. (collectively, the "Debtors"), for, among, other things, the approval of the sale of three properties (the "Properties") that are the primary assets of the Debtors to 1180554 Ontario Limited (the first mortgagee) and vesting title to those properties in the designated purchaser.

[2] On July 24, 2024, the Receiver and 118 entered into an asset purchase agreement ("APA") which contemplates 118's acquisition of the Properties through a credit bid. A sealing order is sought in respect of the precise amount of the credit that represents the purchase price under the APA.

[3] At the request of First Global Financial Corp., the second mortgagee (whose debt and security will be extinguished by the requested order without any recovery), and over the objection of the Receiver and the first mortgagee, the motion has been adjourned to October 23, 2024 for one hour commencing at 11:30. The parties should reconfirm the start time prior to the hearing date as the start time is subject to change. The Receiver may wish to file an updated factum to address some of the issues raised at the hearing today, as it deems appropriate.

[4] The adjournment was requested late, based on an affidavit only filed on behalf of the second mortgagee on the morning of the hearing of this motion. However, there is some concern about the service of the motion record, which the Receiver's affidavit of service indicates was served by email on September 30, 2024, but which counsel for the second mortgage says he did not receive until he asked for it last week after being served with the factum for this motion.

[5] Although the events leading up to this motion were known to the second mortgagee – it was involved in an earlier transaction that the court approved but that did not close and it chose not to submit a further bid by the new bid deadline in July, 2024 - the terms of the transaction for which approval is sought were not known to the second mortgagee until last week and some aspects of the transaction are the subject of a requested sealing order.

[6] The Receiver says that there is no actionable transaction available under which there will be surplus funds for distribution to the second mortgagee. That may well be the case, but the second mortgagee should at least be afforded the time to satisfy itself of that with the benefit of advice from its counsel who appeared today to ask for the adjournment so he could obtain instructions from his client.

[7] In these circumstances, after considering the potential prejudice to the second mortgagee whose interests and claims will be extinguished by the order sought today, and balancing that against the prejudice to the Debtors and other stakeholders of the continued accrual of interest and expenses (some of which may also ultimately prejudice the second mortgagee if there are, or would otherwise have been, surplus funds available for distribution in accordance with the priority agreement that are expended in the interim in accordance with the terms of that agreement), I determined that it was reasonable and appropriate to grant a short adjournment of approximately two weeks.

[8] The second mortgagee should not treat this as an invitation to object just for the sake of objecting. The record discloses a very robust sales process that has not produced a single bid from any third party. The first failed transaction involved the second mortgagee itself

and the one presently before the court for approval is a credit bid by the first secured lender. This is despite the fact that the Properties have been listed for sale for almost a year, on and off and thus have been well exposed to the market.

KIMMEL J.

SUPERIOR COURT OF JUSTICE

COUNSEL SLIP/ ENDORSEMENT FORM

COURT FILE NO.: CV-23-00707989-00CL **DATE:** OCTOBER 23, 2024

NO. ON LIST: 3 @11:30AM

TITLE OF PROCEEDING: 1180554 ONTARIO LIMITED VS CBJ DEVELOPMENTS

BEFORE: JUSTICE W.D. BLACK

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party, Crown:

Name of Person Appearing	Name of Party	Contact Info
Jonathan Kulathungam	APPL COUN	jkulathungam@teplitskyllp.com

For Defendant, Respondent, Responding Party, Defence:

Name of Person Appearing	Name of Party	Contact Info
Ryan Shah	RECEIVER COUN	ryan.shah@paliareroland.com
Jeff Larry	RECEIVER COUN	Jeff.Larry@paliareroland.com
Bryan Tannenbaum	RECEIVER	btannenbaum@tdbadvisory.ca

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Haddon Murray	3RD PARTY COUN	Haddon.Murray@gowlingwlg.com

ENDORSEMENT OF JUSTICE W.D. BLACK:

[1] This was a motion by the receiver TDB Restructuring Limited (the "Receiver") seeking approval of the sale of three properties of CBJ-Clearview Garden Estates Inc., CBJ Bridle Park II Inc., and CBJ Developments Inc. (collectively the "Debtors") to the first mortgagee 1180554 Ontario Limited ("118") and vesting title in those properties to and in the designated purchaser.

[2] The Receiver and 118 entered into an asset purchase agreement ("APA") dated July 24, 2024 contemplating 118's purchase of the properties through a credit bid.

[3] The matter was last before Kimmel J. on October 7, 2024.

[4] At that time, Kimmel J. granted a brief adjournment at the request of the second mortgagee, First Global Financial Corp. ("FGFC"), whose counsel advised Her Honour that his client had received certain materials and details concerning the proposed transaction relatively late in the day, and wanted an opportunity to review the proposed transaction to satisfy itself that, as the Receiver asserted, there was "no actionable transaction available under which there will be surplus funds for distribution to the second mortgagee."

[5] In granting the brief adjournment, Kimmel J. admonished the second mortgagee not to "treat this as an invitation to object just for the sake of objecting." Her Honour observed that the record "discloses a very robust sales process that has not produced a single bid from any third party….despite the fact that the Properties have been listed for sale for almost a year, on and off and thus have been well exposed to the market."

[6] To their credit, the second mortgagee and its counsel took Kimmel J's comments to heart, and advised Receiver's counsel about a week ago that the second mortgagee would not be taking a position relative to the relief sought by the Receiver.

[7] Today however, counsel who was in the process of being retained on behalf of an entity called TGP Canada Management Inc. ("TGP") advised that he was seeking an adjournment on behalf of his soon-to-be client (of another two weeks) in order to have the opportunity to either buy out 118's position or present a better offer.

[8] TGP's soon-to-be counsel was appropriately even-handed in his submissions seeking the adjournment, but was not able to point to any details of any proposed further offer, and, through no fault of his own was mistaken as to the timing of TGP's initial involvement in this matter. Suffice it to say that, contrary to TGP's apparent advice to its proposed counsel that it had only become aware of and involved in this proceeding on or about October 8, 2024, there is specific evidence showing TGP's involvement as of October 4, (TGP sent a letter of that date to Mr. Tannenbaum of the Receiver explaining the nature of TGP's interest and its wish for an adjournment of the hearing then pending before Kimmel J.). There was also information provided by 118's counsel (as opposed to evidence in the record) suggesting that TGP has in fact been involved for some months before that.

[9] Leaving that inconsistency aside, however, there is as noted no evidence before the court as to any substance of TGP's proposed offer (or offer it will arrange), and simply no evidence to refute the Receiver's evidence – seemingly confirmed by the market – that there will be no economic interest for anyone following the 118 transaction.

[10] As such, so long as I find that the sales process and related steps taken by the Receiver meet the Soundair principles – which I do, echoing Kimmel J.'s finding in that regard – there is no basis to further delay these proceedings and the closing of the 118 transaction.

[11] As noted, the sales process has been robust, has been ongoing over the course of many months, and has yielded no available transaction to compete with the 118 APA. There is nothing before me to suggest that the Receiver has been improvident or that the process has been unfair.

[12] In the submissions of proposed counsel for TGP, it appears that in fact TGP's concerns are with FGFC, and that, to the extent TGP has any remedy it would be as against FGFC. I do not have any evidence before me from which I could adjudicate that proposition, and in any event, for the reasons discussed, no basis or need to do so.

[13] In the circumstances I am denying TGP's request for an adjournment.

[14] I am also granting the relief sought by the Receiver, and attach signed orders confirming that relief.

W.D. BLACK J.

DATE: OCTOBER 23, 2024

THIS IS **EXHIBIT "AAA"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

2730

2018 年 6 月 20 日

FEH 投資家各位

拝啓　初夏の候　皆様におかれましてはますますご清祥のこととお慶び申し上げます。

さて、ご投資をいただいております FEH(フォートエリーヒルズ)に購入申込みがございました。本件は投資家の皆様にはメリットの高い条件であることから、FEH の管理会社 Fort Erie Hills Capital Management Inc.より、FEH 売却のご提案をさせていただきます。

つきましては、同封の FEH 売却のご提案書の内容をご確認の上、本提案の可否をご投票いただきたく存じます。本提案は、全投資家の皆様の 51%以上の賛成投票数を以って可決され、賛成投票数が 51%に達しなかった場合は否決となります。本投票では、未投票分は反対投票として扱いますので、投資家の皆様の投票はとても重要となります。

委任状(投票用紙)は見本を参考に、賛成(FOR)または反対(AGAINST)のいずれかをチェックし、付箋添付箇所にご署名(同封の契約書コピーと同じご署名)とご署名日をご記入いただき、**委任状(投票用紙)のみを 7 月 5 日（木）必着でご返送ください。**
委任状(投票用紙)は、カナダで開催する FEH 共同所有者総会への委任状(代理出席者指定欄には TGP カナダ代表者名が記載済です)も兼ねております。

記

1. FEH 売却のご提案書　1 部
2. 売却提案書類(英文及び参照用翻訳文)　各 1 部
   I. Notice of General Meeting(共同所有者総会)のお知らせ
   II. Proxy Form with Instruction(意思表明の委任状)
3. Proxy Form with Instruction(意思表明の委任状)の記入見本　1 部
4. 投資家のご署名見本　1 部
5. 返信用レターパック　1 部

また、本提案の内容に関するお問い合わせ、委任状(投票用紙)のご記入方法等につきまして、お気軽にお尋ねをいただければ幸いでございます。

お電話でのお問い合わせ　03-6804-6180(平日 9:30-17:30)
コールセンターへのお問合せ　0120-966-878(平日 9:30-17:30)
メールでのお問い合わせ　tgpadminijp@trans-globalpart.com

敬具

TSIグローバル株式会社
代表取締役社長 川嶋 博之
代表取締役 ティモシー・シールズ

FORT ERIE HILLS CAPITAL MANAGEMENT INC.

June 20, 2018

Dear Co-owner of Fort Erie Hills,

Notice of an Extraordinary General Meeting ("Meeting") of the Co-owners of Fort Erie Hills ("FEH")

Fort Erie Hills Capital Management Inc., is the Operator of the property at Fort Erie Hills ("Property") in accordance with the Co-owners Agreement and endorsed by the Co-owners of Fort Erie Hills. The Co-owners purchased an undivided beneficial interest ("the Interest") in the Property. The Operator wishes to advise all Co-owners that an Extraordinary General Meeting ("Meeting") will be conducted at 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario L4Z 3M3 Canada on Tuesday, July 10, 2018 at 10.00 a.m. (Eastern Daylight Time) and invites them to attend.

The Meeting is called for the following purpose:

To vote on the following resolution:

1. Exit and Sale Resolution

The resolution and purpose of the Meeting are more fully explained in the enclosed Meeting Agenda and its attachments:

A.1 FEH Exit Proposal Slide Presentation Package (Includes FEH Exit and Sale Payment Proposal)

A.2 Form of Proxy (If the undivided beneficial interest is of shared ownership, then the Form of Proxy will be directed to the first named person in the record of registration. However, each shared owner must sign the Form of Proxy to cast a formal vote.)

The Co-owners of record of Fort Erie Hills are entitled to vote if they attend the Meeting. However, whether you plan to attend the Meeting or not, please consider the resolutions and presentation package, complete the Form of Proxy and return it to:

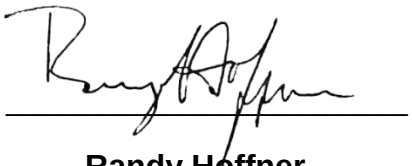
The Operator
Fort Erie Hills Capital Management Inc.
c/o TSI Global K.K.,
Place Canada 3F., 7-3-37 Akasaka, Minato-ku
Tokyo 107-0052
Japan

By completing the Form of Proxy, nominating ONE (1) proxy who will attend the Meeting, and returning it to the Operator no later than 4:00 pm (Tokyo Time) Thursday, July 5, 2018, will allow your vote and direction to be registered at the Meeting.

If you have any questions regarding the Meeting, please contact Client Services at tgpadminjp@trans-globalpart.com.

Yours faithfully,

FORT ERIE HILLS CAPITAL MANAGEMENT INC.
I have authority to bind the Corporation.

By 

Randy Hoffner
Authorized Signing Officer

NOTICE OF EXTRAORDINARY GENERAL MEETING OF CO-OWNERS OF FORT ERIE HILLS

TO: THE CO-OWNERS OF FORT ERIE HILLS

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting ("Meeting") of the Co-owners of Fort Erie Hills ("Property") will be held:

on Tuesday, July 10, 2018
at 10:00 a.m. (Eastern Daylight Time)
at the office of Fort Erie Hills Capital Management Inc., at 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario L4Z 3M3 Canada

for the following purposes:

1. for the Co-owners of the Property to accept by Ordinary Resolution the proposal for the exit and sale of Fort Erie Hills property for 9 million Canadian dollars (CAD$9,000,000) to GTA Land Development Inc. ("GTA Land").

For purposes of the Meeting and as provided for in the Co-owners Agreement:

> "Ordinary Resolution" means a written resolution in one or more counterparts signed by the Co-owners holding, in the aggregate, not less than 51% of the aggregate Interests in the Property.

The Co-owners of record of the Property are entitled to vote at the Meeting. Whether or not you plan to attend the Meeting, please complete the enclosed Form of Proxy and return it to:

The Operator
Fort Erie Hills Capital Management Inc.
c/o TSI Global K.K.,
Place Canada 3F., 7-3-37 Akasaka, Minato-ku
Tokyo 107-0052
Japan

To be effective, your Form of Proxy must be received by the Operator of the Property no later than 4:00 pm (Tokyo Time) Thursday, July 5, 2018 or such later time as the Chairman of the Meeting may determine.

By order of the Operator this 20th day of June 2018.

FORT ERIE HILLS CAPITAL MANAGEMENT INC.

I have authority to bind the Corporation.

By _____
Randy Hoffner
Authorized Signing Officer

MEETING AGENDA

1. SOLICITATION OF PROXIES AND VOTING AT THE MEETING

Solicitation of Proxies

This Meeting Agenda and Form of Proxy are furnished in connection with the solicitation of proxies by the Operator for use at the Meeting for the purposes set forth in the accompanying "Notice of Extraordinary General Meeting".

Appointment of Proxies

The persons named in the Form of Proxy accompanying this Meeting Agenda are directors or officers of the Operator. A Co-owner has the right to appoint as proxy any other person (who is not required to be a Co-owner), to attend and act on such Co-owner's behalf at the Meeting, by inserting such desired person's name in the blank space provided on the Form of Proxy and returning the form on or before the date and time set out in the accompanying Notice of Extraordinary General Meeting.

Whether or not you intend to be present at the Meeting, you are asked to complete the enclosed Form of Proxy and return it to the Operator on or before the date and time set out in the accompanying Notice of Extraordinary General Meeting.

To be valid, the enclosed Form of Proxy must be dated and executed by the registered Co-owner(s). If the Form of Proxy is executed by an attorney, a copy of the instrument appointing the attorney must accompany the Form of Proxy. The Form of Proxy must be received at the specified office of the Operator, by no later than 4:00 pm (Tokyo Time) Thursday, July 5, 2018.

Revocation of Proxies

A Co-owner who has given a proxy pursuant to this solicitation may revoke it as to any matter on which a vote has not already been cast pursuant to its authority by instrument in writing executed by the Co-owner, and (a) delivered to Operator, in such manner and at such address as specified above, at any time up to and including the close of business (Eastern Daylight Time) on the last business day preceding the day of the Meeting at which the proxy is to be used or (b) deposited with the Chairman of the Meeting prior to the commencement of the Meeting.

Voting of Undivided Beneficial Interests in the Property ("Interest") Represented by Proxies

The Form of Proxy confers discretionary authority upon the persons named therein with respect to (a) each matter or group of matters identified therein where the Co-owner does not specify a choice with respect to any matter to be acted on, (b) amendments or variations to matters identified in the Notice, and (c) such other matters as may properly come before the Meeting. If the Co-owner specifies a choice with respect to any matter to be acted upon, the Co-owner represented by the proxy and each interest of such Co-owner will be voted accordingly. When a proxy is duly signed and dated but no choice is specified in the proxy, then the nominees named in the accompanying Form of Proxy will vote FOR the approval of such matter.

Voting at Meeting and Quorum

Each undivided beneficial interest entitles its holder to one vote at meetings of Co-owners of the Property. Unless otherwise required by the Co-owners Agreement, every question coming before the Meeting shall be decided by the majority of the votes duly cast on the question. The quorum at the Meeting shall consist of at least two Co-owners present in person, each of whom is a Co-owner or a proxy holder representing a Co-owner, and who, in the aggregate, hold or represent by proxy not less than two (2) undivided beneficial interests.

2. BUSINESS OF THE MEETING

A. Confirmation of the Exit and Sale of Fort Erie Hills Property

Pursuant to Clause 18 of the Co-owners Agreement entered into with each Co-owner, any proposal to develop the Property received by the Operator from a developer (which may include the Vendor) which the Operator supports, shall be presented to all of the Co-owners. If the Co-owners shall approve of such development proposal by Ordinary Resolution, then the Operator shall be irrevocably entitled to proceed with such proposal, which shall form the basis of a development plan which shall be drawn up with the assistance of the Operator, subject to all such amendments as may generally be required to be made thereto, in the discretion of the Operator.

In view of this, the Operator presents the proposal of GTA Land Development Inc. ("GTA Land") for the consideration of the Co-owners. The proposal provides for the exit and sale of Fort Erie Hills property to GTA Land.

The resolution accepting the exit and sale (the "Exit and Sale Resolution") for 9 million Canadian dollars (CAD$9,000,000) requires the approval by an Ordinary Resolution of the Co-owners. The text of the Exit and Sale Resolution is set out below.

The Operator recommends that Co-owners vote in favour of the Exit and Sale Resolution.

EXIT AND SALE RESOLUTION

"*BE IT RESOLVED THAT the Co-owners agree to the exit and sale of the Fort Erie Hills property to GTA Land Development Inc. ("GTA Land").*

3. OPERATOR APPROVAL

The Operator has approved the contents and the sending of this Meeting Agenda to the Co-owners this 20th day of June, 2018.

FORT ERIE HILLS CAPITAL MANAGEMENT INC.
I have authority to bind the Corporation.

By _____

Randy Hoffner
Authorized Signing Officer

UDI UNI: FEH140-FEH141

Sale ID/Number: 99999
(1)

FORM OF PROXY

EXTRAORDINARY GENERAL MEETING ("Meeting")
OF CO-OWNERS OF FORT ERIE HILLS

This Form of Proxy is solicited by, or on behalf, of Fort Erie Hills Capital Management Inc., in its capacity as the Operator of the property under the Co-owners Agreement ("Agreement") made between Fort Erie Hills Capital Management Inc., and each of the Co-owners of Fort Erie Hills ("Property") for use at the Extraordinary General Meeting ("Meeting") of holders of undivided beneficial interests in the Property ("the Interest") to be held on July 10, 2018 at 10:00 a.m. (Eastern Daylight Time) at the office of the Operator at 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario LMZ 3M3 Canada.

This Form of Proxy must be received no later than 4:00 pm (Tokyo Time) Thursday, July 5, 2018. The Instructions accompanying this Form of Proxy are incorporated into and form part of this Form of Proxy.

The undersigned Co-owner hereby revokes any proxy previously given and appoints Randy Hoffner, or failing him, _____ (the "proxyholder"), as attorney for each of such Co-owner's interest with full power of substitution, to attend the Meeting, act and vote for and on behalf of the undersigned in respect of all matters that may come before the Meeting, to the same extent and with the same powers as if the undersigned were present at the Meeting.

Item 1 – Exit and Sale Resolution	FOR	AGAINST
To approve by an ordinary resolution the exit and sale of the Fort Erie Hills Property to GTA Land Development Inc..	☐	☐

Co-owner 1:

Number of Interest(s): 2

_____
Name: Taro Yamada

UDI No(s). : FEH140-FEH141

No. of Votes: 2

Dated: _____

INSTRUCTIONS FOR COMPLETION OF FORM OF PROXY

1. This Form of Proxy should be read in conjunction with the accompanying Meeting Agenda dated June 20, 2018 provided by the Operator.

2. This Form of Proxy must be signed and dated by you, as the registered Co-owner, or by your attorney authorized in writing. A copy of such authorization should accompany this Form of Proxy.

3. Where the undivided beneficial interest(s) of the Property are held in the name of two or more persons, each person must sign and date.

4. If this Form of Proxy is not dated, it shall be deemed to bear the date on which it was received by the Operator.

5. A Co-owner may appoint another person other than the one designated in the proxy form, to attend and act on behalf of the Co-owner at the Meeting by inserting such other person's name in the blank space provided on page 1 of this Form of Proxy. The person so designated need not be a Co-owner, but must attend the Meeting in person to vote on your behalf.

6. The undivided beneficial interest(s) in the Property and represented by this Form of Proxy will be voted FOR or AGAINST, as the case may be, in accordance with the instructions of the Co-owner specified in the Form of Proxy with respect to the matters referred to in item 1, therefore the undivided beneficial interest(s) will be voted accordingly. When a proxy is duly signed and dated but no choice is specified in the proxy, then the nominees named in the accompanying Form of Proxy will vote FOR the approval of such matter.

7. This Form of Proxy is valid only in respect of the Meeting dated July 10, 2018.

8. Please complete this Form of Proxy and return it to The Operator, Fort Erie Hills Capital Management Inc. c/o Place Canada 3F., 7-3-37 Akasaka, Minato-ku, Tokyo 107-0052 Japan in each case prior to 4:00 pm (Tokyo Time) Thursday, July 5, 2018 using the envelope provided.

2738

参照用翻訳文

FEH CAPITAL MANAGEMENT INC.

2018年6月20日

フォートエリーヒルズ共同所有者各位

フォートエリーヒルズ（以下、「FEH」）共同所有者臨時総会招集のお知らせ

FEHキャピタル・マネージメント・インクは、フォートエリーヒルズ（以下、「物件」）の共同所有者契約書に基づき、共同所有者によって承認された物件の管理会社です。共同所有者の皆様は、物件の不可分受益権（以下、「受益権」）の購入者です。
2018年7月10日（火曜日）午前10時（カナダ東部夏時間）より、**1 Robert Speck Parkway, Suite 960, Mississauga, Ontario L4Z 3M3 Canada**にて、**臨時総会**（以下「総会」）を開催いたしますので、お知らせ申し上げます。

総会の目的事項は、以下のとおりです。

以下の議案についての検討および決議。

1. 売却決議案

総会の決議事項および目的事項の詳細は、同封の議案書および添付書類をご覧ください。

A.1 FEH売却案

A.2 委任状の件（受益権が共同名義の場合には、最初に記名登録されている方宛に委任状を送付いたします。ただし、議決権を行使するためには、委任状にすべての共同名義人の方のご署名をお願いいたします。）

総会にご出席の共同所有者は、議決権を行使する権限を有します。ご出席の可否にかかわらず、議案書および売却案についてご検討いただき、委任状を下記の住所までご送付ください。

107-0052東京都港区赤坂7-3-37　プラース・カナダ3F　TSIグローバル株式会社気付
FEHキャピタル・マネージメント・インク
物件管理会社

委任状にご記入の上、総会へ出席の代理人１名をご指名いただき（TGPカナダ代表Randy Hoffnerを記載しております。他者を指名する場合のみ、空欄にご記入ください）、**2018年7月5日（木曜日）午後４時（日本時間）**必着にて管理会社までご送付ください。
総会についてのご質問は、tgpadminjp@trans-globalpart.comまでお問い合わせください。

敬具

FEH CAPITAL MANAGEMENT INC.
私は、当社を統括する権限を有する

_____
Randy Hoffner
署名権者

2739

参照用翻訳文

フォートエリーヒルズ（以下、「FEH」）共同所有者様
臨時総会招集のお知らせ

フォートエリーヒルズ共同所有者各位

フォートエリーヒルズ（以下、「物件」）の臨時総会（以下、「**総会**」）を下記により開催いたしますので、お知らせ申し上げます。

記

日付　　**2018 年 7 月 10 日（火曜日）**

時間　　**午前 10 時（カナダ東部夏時間）**

場所　　**1 Robert Speck Parkway, Suite 960, Mississauga, Ontario L4Z 3M3 Canada**

FEH キャピタル・マネージメント・インク 事務所

議案は、以下のとおりです。

第 1 号議案　　フォートエリーヒルズの売却先として、物件を **GTA Land Development Inc.（以下、「GTA Land」）**に 900 万カナダドルで売却する件。

共同所有者契約書に基づき、総会のために以下のとおり定義します。

「**通常決議**」とは、議決権を有する共同所有者の５１パーセントを上回る承認を得て、１人もしくは複数の関係者が署名する決議書を意味します。

物件の共同所有者は、議決権を行使する権限を有します。ご出席の可否にかかわらず、同封の委任状にご記入のうえ下記の住所までご送付ください。

107-0052 東京都港区赤坂 7-3-37　プラース・カナダ 3F　TSI グローバル株式会社気付
FEH キャピタル・マネージメント・インク
物件管理会社

委任状は、**2018 年 7 月 5 日（木曜日）午後 4 時（日本時間）**必着、もしくは総会議長が判断する期限以内に管理会社までご送付ください。

2018 年 6 月 20 日付、管理会社の命による

FEH CAPITAL MANAGEMENT INC.

私は、当社を統括する権限を有する

_____.

Randy Hoffner
署名権者

2740

参照用翻訳文

議案書

1. 委任状と議決権行使のご案内

委任状のご案内

この総会の議案書および委任状は、「臨時総会招集のお知らせ」に掲げる目的事項に関連して総会のために管理会社が提供するものです。

代理人の任命

議案書に付随する委任状に記名された者は、管理会社の取締役もしくは役員です。共同所有者は、その他の者（共同所有者でなくてもよい。）を代理人に任命する権限を有します。共同所有者が委任状の空欄に指定する者を記名し、添付の臨時総会招集のお知らせが掲げる期限以内に委任状を送付することにより、代理人は共同所有者の代わりに総会に出席し、行為をすることができます。

総会への出欠の可否にかかわらず、同封の委任状を臨時総会招集のお知らせが掲げる期限以内に管理会社までご送付ください。

同封の委任状は、日付を明記し、共同所有者が内容を記入する必要があります。代理人が記入する場合には、代理人任命書を委任状に添付する必要があります。委任状は、**2018 年 7 月 5 日（木曜日）午後 4 時（日本時間）**必着にて管理会社の指定事務所までご送付ください。

代理人の取り消し

この提案書に基づき委任状を提出された共同所有者は、決議が行われていない場合において、共同所有者ご自身が作成する通知書によって、代理人を取り消す権限を有します。書面は、(a)委任状によって決議がなされる日の直前の日の業務終了時間（カナダ東部夏時間）までに上記の管理会社の住所にご送付ください。もしくは、(b)総会開催日までに議長までご送付くださいますようお願い申し上げます。

代理人による不可分受益権（以下、「受益権」）の議決権の行使

委任状により、そこに記載される者は、(a)共同所有者が特定の選択をしない事項についての行為、(b)通知書が掲げる事項への修正、 (c)総会開催前に追加された議案について、裁量権を有します。共同所有者が特定の選択をした事項については、代理人は共同所有者の利益のために議決権を行使します。委任状に署名、日付の記載があり、しかしながら**代理人の指定がない場合には、**委任状に記名される被任命者は、これらの事項を**承認いたします。**

総会の議決権と定足数

共同所有者は、物件の受益権１ユニットにつき、１票の議決権を有します。共同所有者契約書に定める場合を除き、総会開会前に提出された議案については、過半数をもって承認いたします。**総会の定足数は、共同所有者もしくは共同所有者の代理人が少なくとも２名出席し、少なくとも総数２票の議決権を行使する必要があります。**

2.　　議事

A.　　フォートエリーヒルズ の売却議案の確認

共同所有者契約書第 18 条により管理会社が住宅開発業者（販売業者を含む）から受けた物件の開発案について、管理会社はそれを支持し、すべての共同所有者に提示いたします。共同所有者がその開発案を通常決議で承認した場合には、管理会社はその提案を取り消すことなく進める資格を有し、開発案の基礎策定、一般的に必要となりうる修正について管理会社の裁量により判断いたします。

これを受け、管理会社は GTA Land Development Inc.（以下、「GTA Land」）の議案を共同所有者に提案いたします。この議案は、フォートエリーヒルズを GTA Land に 900 万カナダドルで売却することです。

売却案の決議（以下、「売却決議案」）は、共同所有者が通常決議にて承認する必要があります。売却決議案の本文は、以下のとおりです。

管理会社は、売却決議案の承認を推奨します。

<u>売却決議案</u>

共同所有者は、フォートエリーヒルズを GTA Land Development Inc.（以下、「GTA Land」）に売却することを決議します。

3.　　管理会社の承認

管理会社は、2018 年 6 月 20 日付でこの議案書の内容を承認し、共同所有者に送付いたしました。

FEH CAPITAL MANAGEMENT INC.
私は、当社を統括する権限を有する

_____
Randy Hoffner
署名権者

2742

UDI UIN: 0000

Sale ID: 000000
(1)

参照用翻訳文

委任状

フォートエリーヒルズ 共同所有者
臨時総会（以下、「総会」）

この委任状は、FEHキャピタル・マネージメント・インクとフォートエリーヒルズ（以下、「**物件**」）の共同所有者との間で締結された共同所有者契約書（以下、「**契約書**」）により管理会社と定められたFEHキャピタル・マネージメント・インク が、**2018年7月10日午前10時（カナダ東部夏時間）**に**1 Robert Speck Parkway, Suite 960, Mississauga, Ontario LMZ 3M3 Canada に住所を置く管理会社の事務所にて**開催する臨時総会のために提供されるものです。

委任状は、2018年7月5日（木曜日）午後4時（日本時間）必着にて管理会社までご送付ください。委任状のご記入方法は、委任状の一部に記載されています。

下名の共同所有者は、過去に任命した代理人を取り消し、**Randy Hoffner**もしくは_____（以下、「委任代理人」）を代理人として任命し、代理人が共同所有者の利益のために**総会に参加し、行為、決議権を行使し、**一切の件について下名と同様の全権限を有することを委任します。

第１号議案 – 売却決議案	**賛成**	**反対**
フォートエリーヒルズのGTA Land Development Inc.への売却議案を通常決議で承認します。	☐	☐

共同所有者 1:

持分所有権の数 :_____

_____

氏名:

UDI番号 :_____

_____

議決権の数: _____ 日付: _____

※共有名義で権利を有する場合、持分所有権の数などは等分の数値で記載しています

2743

LEGAL TITLE OWNERSHIP:
UDI UIN: 0000

Sale ID: 000000
(2)

参照用翻訳文

委任状の記入方法

1. この委任状は、管理会社より提供された2018年6月20日付の議案書と共にお読みください。

2. この委任状は、共同所有者として登録されているお客様もしくはお客様から書面によって権限を与えられた代理人が日付、署名をご記入ください。代理人に委任される場合には、そちらの委任状を添付してください。

3. **共有名義で不可分受益権を有する場合には、すべての共同名義人の署名をご記入ください。**

4. 委任状に日付の記載がない場合には、管理会社がお預かりした日付といたします。

5. 共同所有者は、委任状に記載されている代理人（Randy Hoffner）以外の者を代理人に任命することができ、代理人は、共同所有者の代わりに総会に出席し、その権限を行使する事ができます。その場合には、委任状の１ページ目にある空欄に指定する者を記名してください。**指名された代理人は共同所有者である必要はありませんが、議決権を行使するためには、総会にご出席いただく必要があります。**

6. この委任状に第１号議案への賛否をご記入いただくことにより、共同所有者の議決権が行使されます。委任状に署名、日付の記載があり、**しかしながら代理人の指定がない場合には、**委任状に記名される被任命者は、これらの議案を**承認いたします。**

7. この委任状は、2018年7月10日の総会に限り有効です。

8. 委任状をご記入のうえ同封の封筒に入れ、**2018年7月5日（木曜日）午後4時（日本時間）**必着にて管理会社 FEHキャピタル・マネージメント・インク 東京都港区赤坂7-3-37プラース・カナダ3F　TSIグローバル株式会社気付宛にご送付ください。

2744

記入見本

UDI UNI: FEH140-FEH141

Sale ID/Number: 99999
(1)

同封の参照用翻訳文をご参照の上、英文の書類にご記入ください。

FORM OF PROXY

EXTRAORDINARY GENERAL MEETING ("Meeting")
OF CO-OWNERS OF FORT ERIE HILLS

This Form of Proxy is solicited by, or on behalf, of Fort Erie Hills Capital Management Inc., in its capacity as the Operator of the property under the Co-owners Agreement ("Agreement") made between Fort Erie Hills Capital Management Inc., and each of the Co-owners of Fort Erie Hills ("Property") for use at the Extraordinary General Meeting ("Meeting") of holders of undivided beneficial interests in the Property ("the Interest") to be held on July 10, 2018 at 10:00 a.m. (Eastern Daylight Time) at the office of the Operator at 1 Robert Speck Parkway, Suite 960, Mississauga, Ontario LMZ 3M3 Canada.

This Form of Proxy must be received no later than 4:00 pm (Tokyo Time) Thursday, July 5, 2018. The Instructions accompanying this Form of Proxy are incorporated into and form part of this Form of Proxy.

The undersigned Co-owner hereby revokes any proxy previously given and appoints Randy Hoffner, or failing him, _____ (the "proxyholder"), as attorney for each of such Co-owner's interest with full power of substitution, to attend the Meeting, act and vote for and on behalf of the undersigned in respect of all matters that may come before the Meeting, to the same extent and with the same powers as if the undersigned were present at the Meeting.

「○」や「✓」でも可

Item 1 – Exit and Sale Resolution	賛成 FOR	反対 AGAINST
To approve by an ordinary resolution the exit and sale of the Fort Erie Hills Property to GTA Land Development Inc..	X	

同封の契約書コピーと同様のご署名をしてください

Co-owner 1:

Taro Yamada

Name: Taro Yamada

Number of Interest(s): 2

UDI No(s). : FEH140-FEH141

No. of Votes: 2

Dated: 2018/6/25

同封の契約書コピーを参照に氏名または法人名の綴りをご確認ください

年月日の順にご記入ください

書き損じた場合、二重線を引き、イニシャルをご記入、または ご捺印ください。

Taro Yamada TY

✓ ~~Jane Smith~~

Signature of Witness

お客様のご署名見本　　Your Signature is below.

Taro Yamada ★

SIGNATURE OF PURCHASER

TARO YAMADA

(Print Name)

THIS IS **EXHIBIT "BBB"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

Transaction Number: APP-A10682853180
Report Generated on January 22, 2025, 13:25

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

CBJ - FORT ERIE HILLS INC. as of January 22, 2025

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	CBJ - FORT ERIE HILLS INC.
Ontario Corporation Number (OCN)	2867762
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	September 17, 2021
Registered or Head Office Address	801 Lawrence Avenue East, Suite Ph5, Toronto, Ontario, M3C3W2, Canada

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

V. Quintanilla W.

Director/Registrar

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

Minimum Number of Directors	1
Maximum Number of Directors	10

Active Director(s)

Name	ELENA SALVATORE
Address for Service	801 Lawrence Avenue East, Suite Ph5, Toronto, Ontario, M3C3W2, Canada
Resident Canadian	Yes
Date Began	May 17, 2024

Name	VINCENT SALVATORE JR.
Address for Service	801 Lawrence Avenue East, Suite Ph5, Toronto, Ontario, M3C3W2, Canada
Resident Canadian	Yes
Date Began	May 17, 2024

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Active Officer(s)

Name	ELENA SALVATORE
Position	President
Address for Service	801 Lawrence Avenue East, Suite Ph5, Toronto, Ontario, M3C3W2, Canada
Date Began	May 17, 2024

Name	VINCENT SALVATORE JR.
Position	Secretary
Address for Service	801 Lawrence Avenue East, Suite Ph5, Toronto, Ontario, M3C3W2, Canada
Date Began	May 17, 2024

Name	VINCENT SALVATORE JR.
Position	Treasurer
Address for Service	801 Lawrence Avenue East, Suite Ph5, Toronto, Ontario, M3C3W2, Canada
Date Began	May 17, 2024

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Corporate Name History

Name	CBJ - FORT ERIE HILLS INC.
Effective Date	September 17, 2021

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Active Business Names

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

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Expired or Cancelled Business Names

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

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Transaction Number: APP-A10682853180
Report Generated on January 22, 2025, 13:25

Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: DAVID BADHAM	June 05, 2024
Archive Document Package	February 07, 2024
Annual Return - 2021 PAF: Kimberley ZACHARIAS	May 11, 2022
CIA - Notice of Change PAF: Jeffrey BURRELL	February 09, 2022
CIA - Initial Return PAF: KRISTIN KIGHTLEY - OTHER	September 22, 2021
BCA - Articles of Incorporation	September 17, 2021

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

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THIS IS **EXHIBIT "CCC"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

LRO # 59 **Charge/Mortgage** **Registered as SN698786** on 2021 11 01 at 14:36

The applicant(s) hereby applies to the Land Registrar. yyyy mm dd

Properties

PIN	64233 - 0064 LT	*Interest/Estate*	Fee Simple
Description	BLK R W/S CROOKS ST PL 525 VILLAGE OF BRIDGEBURG; LT 84 W/S CROOKS ST PL 525 VILLAGE OF BRIDGEBURG; PT BLK S W/S CROOKS ST PL 525 VILLAGE OF BRIDGEBURG; PT LT 8 CON 2 NIAGARA RIVER BERTIE AS IN RO461513 ; FORT ERIE		
Address	85 CROOKS STREET FORT ERIE		

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name	CBJ - FORT ERIE HILLS INC.
Address for Service	72 Babcombe Drive Thornhill Ontario L3T 1N1

I, Jeffrey Burrell, President, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Chargee(s) *Capacity* *Share*

Name	FORT ERIE HILLS INC.
Address for Service	77 City Centre Drive, #605 Mississauga, ON, L5B 1M5

Provisions

Principal	$13,152,383.87	*Currency*	CDN
Calculation Period	See Schedule		
Balance Due Date	See Schedule		
Interest Rate	See Schedule		
Payments			
Interest Adjustment Date			
Payment Date	See Schedule		
First Payment Date			
Last Payment Date			
Standard Charge Terms			
Insurance Amount	Full insurable value		
Guarantor			

Additional Provisions

See Schedules

Signed By

Nicole Dawne Yap	3400-1 First Canadian Place Toronto M5X 1A4	acting for Chargor(s)	Signed 2021 11 01

Tel 416-863-1200

Fax 416-863-1716

I have the authority to sign and register the document on behalf of the Chargor(s).

Submitted By

BENNETT JONES LLP	3400-1 First Canadian Place Toronto M5X 1A4	2021 11 01

Tel 416-863-1200

Fax 416-863-1716

Fees/Taxes/Payment

Statutory Registration Fee	$66.30

Fees/Taxes/Payment

Total Paid $66.30

File Number

Chargor Client File Number : 91848.4 (JD/NY)

SCHEDULE OF CHARGE TERMS

*Any charge in an electronic format of which these Charge Terms forms a part shall, collectively with these Charge Terms, hereinafter be referred to as the "**Charge**". The property legally described in such electronic charge is referred to as the "**Property**".*

Repayment Dates

1. The principal amount of the Charge may be prepaid at any time, without penalty, and shall otherwise be repaid as set out below:

   (a) TWO MILLION, ONE HUNDRED THOUSAND DOLLARS ($2,100,000) shall be repaid on or before August 1, 2023;

   (b) The remaining balance, if any, shall be repaid on or before August 1, 2024.

   Prior to default, no interest shall accrue under this Charge.

   The parties acknowledge and agree that pursuant to Section 2 of Schedule A of the agreement of purchase and sale for the Property between the Chargee as seller and the Chargor as buyer dated on or about the date hereof (the "**APS**"), the Chargee has agreed to reimburse the Chargor for amount equal to fifty (50%) percent of Remediation Costs (as such term is define din the APS) (a "**Remediation Recovery Payment**"). The Chargor and Chargee agree that when any such amount is owing from the Chargee to the Chargor from time to time, the Chargor may offset such amount owing against a payment otherwise due and payable by it to the Chargee hereunder, in full satisfaction of any such Remediation Recovery Payment.

Priority; Other Charges

2. Notwithstanding any other term to the contrary herein, this Charge shall be fully subordinate to all Charges secured by the Property from time to time (collectively the "**Senior Charges**"), provided that at no time shall the Senior Charges then in effect secure an amount in excess of SIX MILLION DOLLARS ($6,000,000). The Chargee shall deliver customary subordination agreements and other further assurances as may be requested by the Chargor from time to time in connection with subordinations. Without limiting the generality of the foregoing, the Chargor shall be entitled to grant any additional charges (in addition to the Senior Charges) secured by the Property from time to time in such amounts as the Chargor may elect, without notice to the Chargee and without the Chargee's consent, provided such additional charges do not rank in priority to this Charge. Upon request by the Chargor from time to time, the Chargee shall deliver a status statement confirming the aggregate amount of indebtedness outstanding under this Charge.

Right to Charge the Land

3. The Chargor now has good right, full power and lawful and absolute authority to charge the land and to give the Charge to the Chargee upon the covenants contained in the Charge.

No Act to Encumber

4. The Chargor has not done, committed, executed or wilfully or knowingly suffered any act, deed, matter or thing whatsoever whereby or by means whereof the land, or any part or parcel thereof, is or shall or may be in any way impeached, charged, affected or encumbered in title, estate or otherwise, except as the records of the land registry office disclose or as otherwise disclosed in writing to the Chargee.

Good Title in Fee Simple

5. The Chargor, at the time of the delivery for registration of the Charge, is, and stands solely, rightfully and lawfully seized of a good, sure, perfect, absolute and indefeasible estate of inheritance, in fee simple, of and in the land and the premises described in the Charge and in every part and parcel thereof without any manner of trusts, reservations, limitations, provisos, conditions or any other matter or thing to alter, charge, change, encumber or defeat the same, except those contained in the original grant thereof from the Crown.

Promise to Pay and Perform

6. The Chargor will pay or cause to be paid to the Chargee the full principal amount in the manner of payment provided by the Charge, without any deduction or abatement, and shall do, observe, perform, fulfill and keep all the provisions, covenants, agreements and stipulations contained in the Charge and shall pay as they fall due all taxes, rates, levies, charges, assessments, utility and heating charges, municipal, local, parliamentary and otherwise which now are or may hereafter be imposed, charged or levied upon the land and when required shall produce for the Chargee receipts evidencing payment of the same.

Interest After Default

7. In case default shall be made in payment of any sum to become due for interest at the time provided for payment in the Charge, compound interest shall be payable and the sum in arrears for interest from time to time, as well after as before maturity, and both before and after default and judgement, shall bear interest at the rate of **2% per month**. In case the interest and compound interest are not paid within the interest calculation period provided in the Charge from the time of default a rest shall be made, and compound interest at the rate provided for in the Charge shall be payable on the aggregate amount then due, as well after as before maturity, and so on from time to time, and all such interest and compound interest shall be a charge upon the land.

No Obligation to Advance

8. Neither the preparation, execution or registration of the Charge shall bind the Chargee to advance the principal amount secured, nor shall the advance of a part of the principal amount secured bind the Chargee to advance any unadvanced portion thereof, but nevertheless the security in the land shall take effect forthwith upon delivery for registration of the Charge by the Chargor. The expenses of the examination of the title and of the Charge and valuation are to be secured by the Charge in the event of the whole or any balance of the principal amount not being advanced, the same to be charged hereby upon the land, and shall be, without demand therefor, payable forthwith with interest at the rate provided for in the Charge, and in default the Chargee's power of sale hereby given, and all other remedies hereunder, shall be exercisable.

Costs Added to Principal

9. The Chargee may pay all premiums of insurance and all taxes, rates, levies, charges, assessments, utility and heating charges which shall from time to time fall due and be unpaid in respect of the land, and that such payments, together with all costs, charges, legal fees (as between solicitor and client) and expenses which may be incurred in taking, recovering and keeping possession of the land and of negotiating the Charge, investigating title, and registering the Charge and other necessary deeds, and generally in any other proceedings taken in connection with or to realize upon the security given in the Charge (including legal fees and real estate commissions and other costs incurred in leasing or selling the land or in exercising the power of entering, lease and sale contained in the Charge) shall be, with interest at the rate provided for in the Charge, a charge upon the land in favour of the Chargee pursuant to the terms of the Charge and the Chargee may pay or satisfy any lien, charge or encumbrance now existing or hereafter created or claimed upon the land, which payments with interest at the rate provided for in the Charge shall likewise be a charge upon the land in favour of the Chargee. Provided, and it is hereby further agreed, that all amounts paid by the Chargee as aforesaid shall be added to the principal amount secured by the Charge and shall be payable forthwith with interest at the rate provided for in the Charge, and on default all sums secured by the Charge shall immediately become due and payable at the option of the Chargee, and all powers in the Charge conferred shall become exercisable.

Power of Sale

10. The Chargee on default of payment for at least fifteen (15) days may, on at least thirty-five (35) days' notice in writing given to the Chargor, enter on and lease the land or sell the land. Such notice shall be given to such persons and in such manner and form and within such time as provided in the *Mortgages Act*. In the event that the giving of such notice shall not be required by law or to the extent that such requirements shall not be applicable, it is agreed that notice may be effectually given by leaving it with a grown-up person on the land, if occupied, or by placing it on the land if unoccupied, or at the option of the Chargee, by mailing it in a registered letter addressed to the Chargor at his last known address, or by publishing it once in a

newspaper published in the county or district in which the land is situate; and such notice shall be sufficient although not addressed to any person or persons by name or designation; and notwithstanding that any person to be affected thereby may be unknown, unascertained or under disability. Provided further, that in case default be made in the payment of the principal amount or interest or any part thereof and such default continues for two months after any payment of either falls due then the Chargee may exercise the foregoing powers of entering, leasing or selling or any of them without any notice, it being understood and agreed, however, that if the giving of notice by the Chargee shall be required by law then notice shall be given to such persons and in such manner and form and within such time as so required by law. It is hereby further agreed that the whole or any part or parts of the land may be sold by public auction or private contract, or partly one or partly the other; and that the proceeds of any sale hereunder may be applied first in payment of any costs, charges and expenses incurred in taking, recovering or keeping possession of the land or by reason of non-payment or procuring payment of monies, secured by the Charge or otherwise, and secondly in payment of all amounts of principal and interest owing under the Charge; and if any surplus shall remain after fully satisfying the claims of the Chargee as aforesaid same shall be paid as required by law. The Chargee may sell any of the land on such terms as to credit and otherwise as shall appear to him most advantageous and for such prices as can reasonably be obtained therefor and may make any stipulations as to title or evidence or commencement of title or otherwise which he shall deem proper, and may buy in or rescind or vary any contract for the sale of the whole or any part of the land and resell without being answerable for loss occasioned thereby, and in the case of a sale on credit the Chargee shall be bound to pay the Chargor only such monies as have been actually received from purchasers after the satisfaction of the claims of the Chargee and for any of said purposes may make and execute all agreements and assurances as he shall think fit. Any purchaser or lessee shall not be bound to see to the propriety or regularity of any sale or lease or be affected by express notice that any sale or lease is improper and no want of notice or publication when required hereby shall invalidate any sale or lease hereunder.

Quiet Possession

11. Upon default in payment of principal and interest under the Charge or in performance of any of the terms or conditions hereof, the Chargee may enter into and take possession of the land hereby charged and where the Chargee so enters on and takes possession or enters on and takes possession of the land on default as described in paragraph 9 herein the Chargee shall enter into, have, hold, use, occupy, possess and enjoy the land without the let, suit, hindrance, interruption or denial of the Chargor or any other person or persons whomsoever.

Right to Distrain

12. If the Chargor shall make default in payment of any part of the interest payable under the Charge at any of the dates or times fixed for the payment thereof, it shall be lawful for the Chargee to distrain therefor upon the land or any part thereof, and by distress warrant, to recover by way of rent reserved, as in the case of a demise of the land, so much of such interest as shall, from time to time, be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent. Provided that the Chargee may distrain for arrears of principal in the same manner as if the same were arrears of interest.

Further Assurances

13. From and after default in the payment of the principal amount secured by the Charge or the interest thereon or any part of such principal or interest or in the doing, observing, performing, fulfilling or keeping of some one or more of the covenants set forth in the Charge then and in every such case the Chargor and all and every other person whosoever having, or lawfully claiming, or who shall have or lawfully claim any estate, right, title, interest or trust of, in, to or out of the land shall, from time to time, and at all times thereafter, at the proper costs and charges of the Chargor make, do, suffer, execute, deliver, authorize and register, or cause or procure to be made, done, suffered, executed, delivered, authorized and registered, all and every such further and other reasonable act or acts, deed or deeds, devises, conveyances and assurances in the law for the further, better and more perfectly and absolutely conveying and assuring the land unto the Chargee as by the Chargee or his solicitor shall or may be lawfully and reasonably devised, advised or required.

Unapproved Sale

14. If the Chargor sells, transfers, disposes of, leases, charges or otherwise deals with the land in a manner that is not approved hereunder or otherwise approved by the Chargee, the principal amount secured by the Charge shall, at the option of the Chargee, immediately become due and payable. Notwithstanding the foregoing, the Chargor shall be entitled to transfer all or any portion of the Property, without the Chargee's consent, provided that the Chargor delivers notice of same to the Chargee and provided that such transferee agrees in favour of the Chargee to be bound by the terms of this Charge.

Partial Releases

15. The Chargee may at his discretion at all times release any part or parts of the land or any other security or any surety for the money secured under the Charge either with or without any sufficient consideration therefor, without responsibility therefor, and without thereby releasing any other part of the land or any person from the Charge or from any of the covenants contained in the Charge and without being accountable to the Chargor for the value thereof, or for any monies except those actually received by the Chargee. It is agreed that every part or lot into which the land is or may hereafter be divided does and shall stand charged with the whole money secured under the Charge and no person shall have the right to require the mortgage monies to be apportioned.

Obligation to Insure

16. The Chargor will immediately insure, unless already insured, and during the continuance of the Charge keep insured against loss or damage by fire, in such proportions upon each building as may be required by the Chargee, the buildings on the land to the amount of not less than their full insurable value on a replacement cost basis in dollars of lawful money of Canada. Such insurance shall be placed with a company approved by the Chargee. Buildings shall include all buildings whether now or hereafter erected on the land, and such insurance shall include not only insurance against loss or damage by fire but also insurance against loss or damage by explosion, tempest, tornado, cyclone, lightning and all other extended perils customarily provided in insurance policies including "all risks" insurance. The covenant to insure shall also include where appropriate or if required by the Chargee, boiler, plate glass, rental and public liability insurance in amounts and on terms satisfactory to the Chargee. Evidence of continuation of all such insurance having been effected shall be produced to the Chargee at least fifteen (15) days before the expiration thereof; otherwise the Chargee may provide therefor and charge the premium paid and interest thereon at the rate provided for in the Charge to the Chargor and the same shall be payable forthwith and shall also be a charge upon the land. It is further agreed that the Chargee may at any time require any insurance of the buildings to be cancelled and new insurance effected in a company to be named by the Chargee and also of his own accord may effect or maintain any insurance herein provided for, and any amount paid by the Chargee therefor shall be payable forthwith by the Chargor with interest at the rate provided for in the Charge and shall also be a charge upon the land. Policies of insurance herein required shall provide that loss, if any, shall be payable to the Chargee as his interest may appear, subject to the standard form of mortgage clause approved by the Insurance Bureau of Canada which shall be attached to the policy of insurance.

Obligation to Repair

17. The Chargor will keep the land and the buildings, erections and improvements thereon, in good condition and repair according to the nature and description thereof respectively, and the Chargee may, whenever he deems necessary, by his agent enter upon and inspect the land and make such repairs as he deems necessary, and the reasonable cost of such inspection and repairs with interest at the rate provided for in the Charge shall be added to the principal amount and be payable forthwith and be a charge upon the land prior to all claims thereon subsequent to the Charge. If the Chargor shall neglect to keep the buildings, erections and improvements in good condition and repair, or commits or permits any act of waste on the land (as to which the Chargee shall be sole judge) or makes default as to any of the covenants, provisos, agreements or conditions contained in the Charge or in any charge to which this Charge is subject, all monies secured by the Charge shall, at the option of the Chargee, forthwith become due and payable, and in default of payment of same with interest as in the case of payment before maturity the powers of entering upon and leasing or selling hereby given and all other remedies herein contained may be exercised forthwith.

Building Charge

18. If any of the principal amount to be advanced under the Charge is to be used to finance an improvement on the land, the Chargor must so inform the Chargee in writing immediately and before any advances are made under the Charge. The Chargor must also provide the Chargee immediately with copies of all contracts and subcontracts relating to the improvement and any amendments to them. The Chargor agrees that any improvement shall be made only according to contracts, plans and specifications approved in writing by the Chargee. The Chargor shall complete all such improvements as quickly as possible and provide the Chargee with proof of payment of all contracts from time to time as the Chargee requires. The Chargee shall make advances (part payments of the principal amount) to the Chargor based on the progress of the improvement, until either completion and occupation or sale of the land. The Chargee shall determine whether or not any advances will be made and when they will be made. Whatever the purpose of the Charge may be, the Chargee may at its option hold back funds from advances until the Chargee is satisfied that the Chargor has complied with the holdback provisions of the *Construction Lien Act* as amended or re-enacted. The Chargor authorizes the Chargee to provide information about the Charge to any person claiming a construction lien on the land.

Extensions not to Prejudice

19. No extension of time given by the Chargee to the Chargor or anyone claiming under him, or any other dealing by the Chargee with the owner of the land or of any part thereof, shall in any way affect or prejudice the rights of the Chargee against the Chargor or any other person liable for the payment of the money secured by the Charge, and the Charge may be renewed by an agreement in writing at maturity for any term with or without an increased rate of interest notwithstanding that there may be subsequent encumbrances. It shall not be necessary to deliver for registration any such agreement in order to retain priority for the Charge so altered over any instrument delivered for registration subsequent to the Charge. Provided that nothing contained in this paragraph shall confer any right of renewal upon the Chargor.

No Merger of Covenants

20. The taking of a judgment or judgments on any of the covenants herein shall not operate as a merger of the covenants or affect the Chargee's right to interest at the rate and times provided for in the Charge; and further that any judgment shall provide that interest thereon shall be computed at the same rate and in the same manner as provided in the Charge until the judgment shall have been fully paid and satisfied.

Change in Status

21. Immediately after any change or happening affecting any of the following, namely: (a) the spousal status of the Chargor, (b) the qualification of the land as: a family residence within the meaning of Part II of the *Family Law Act*, and (c) the legal title or beneficial ownership of the land, the Chargor will advise the Chargee accordingly and furnish the Chargee with full particulars thereof, the intention being that the Chargee shall be kept fully informed of the names and addresses of the owner or owners for the time being of the land and of any spouse who is not an owner but who has a right of possession in the land by virtue of Section 19 of the *Family Law Act*. In furtherance of such intention, the Chargor covenants and agrees to furnish

the Chargee with such evidence in connection with any of (a), (b) and (c) above as the Chargee may from time to time request.

Condominium Provisions

22. If the Charge is of land within a condominium registered pursuant to the *Condominium Act* (the "Act") the following provisions shall apply. The Chargor will comply with the Act, and with the declaration, by-laws and rules of the condominium corporation (the "corporation") relating to the Chargor's unit (the "unit") and provide the Chargee with proof of compliance from time to time as the Chargee may request. The Chargor will pay the common expenses for the unit to the corporation on the due dates. If the Chargee decides to collect the Chargor's contribution towards the common expenses from the Chargor, the Chargor will pay the same to the Chargee upon being so notified. The Chargee is authorized to accept a statement which appears to be issued by the corporation as conclusive evidence for the purpose of establishing the amounts of the common expenses and the dates those amounts are due. The Chargor, upon notice from the Chargee, will forward to the Chargee any notices, assessments, by-laws, rules and financial statements of the corporation that the Chargor receives or is entitled to receive from the corporation. The Chargor will maintain all improvements made to the unit and repair them after damage. In addition to the insurance which the corporation must obtain, the Chargor shall insure the unit against destruction or damage by fire and other perils usually covered in fire insurance policies and against such other perils as the Chargee requires for its full replacement cost (the maximum amount for which it can be insured). The insurance company and the terms of the policy shall be reasonably satisfactory to the Chargee. This provision supersedes the provisions of paragraph 16 herein. The Chargor irrevocably authorizes the Chargee to exercise the Charger's rights under the Act to vote, consent and dissent.

Discharge

23. The Chargee shall have a reasonable time after payment in full of the amounts secured by the Charge to deliver for registration a discharge or if so requested and if required by law to do so, an assignment of the Charge and all legal and other expenses for preparation, execution and registration, as applicable to such discharge or assignment shall be paid by the Chargor.

Guarantee

24. Each party named in the Charge as a Guarantor hereby agrees with the Chargee as follows:

    (a) In consideration of the Chargee advancing all or part of the principal amount to the Chargor, and in consideration of the sum of TWO DOLLARS ($2.00) of lawful money of Canada now paid by the Chargee to the Guarantor (the receipt and sufficiency whereof are hereby acknowledged), the Guarantor does hereby absolutely and unconditionally guarantee to the Chargee, and its successors, the due and punctual payment of all principal moneys, interest and other moneys owing on the security of the Charge and observance and performance of the covenants, agreements, terms and conditions herein contained by the Chargor, and the Guarantor, for himself and his successors, covenants with the Chargee that, if the Chargor shall at any time make default in the due and punctual payment of any moneys payable hereunder, the Guarantor will pay all such moneys to the Chargee without any demand being required to be made.

    (b) Although as between the Guarantor and the Chargor, the Guarantor is only surety for the payment by the Chargor of the moneys hereby guaranteed, as between the Guarantor and the Chargee, the Guarantor shall be considered as primarily liable therefor and it is hereby further expressly declared that no release or releases of any portion or portions of the land; no indulgence shown by the Chargee in respect of any default by the Chargor or any successor thereof which may arise under the Charge; no extension or extensions granted by the Chargee to the Chargor or any successor thereof for payment of the moneys hereby secured or for the doing, observing or performing of any covenant, agreement, term or condition herein contained to be done, observed or performed by the Chargor or any successor thereof; no variation in or departure from the provisions of the Charge; no release of the Chargor or any other thing whatsoever whereby the Guarantor as surety only would or might have been released shall in any way modify, alter, vary or in any way prejudice the Chargee or affect the liability of the Guarantor in any way under this

covenant, which shall continue and be binding on the Guarantor, and as well after as before maturity of the Charge and both before and after default and judgment, until the said moneys are fully paid and satisfied.

(c) Any payment by the Guarantor of any moneys under this guarantee shall not in any event be taken to affect the liability of the Chargor for payment thereof but such liability shall remain unimpaired and enforceable by the Guarantor against the Chargor and the Guarantor shall, to the extent of any such payments made by him, in addition to all other remedies, be subrogated as against the Chargor to all the rights, privileges and powers to which the Chargee was entitled prior to payment by the Guarantor; provided, nevertheless, that the Guarantor shall not be entitled in any event to rank for payment against the lands in competition with the Chargee and shall not, unless and until the whole of the principal, interest and other moneys owing on the security of the Charge shall have been paid, be entitled to any rights or remedies whatsoever in subrogation to the Chargee.

(d) All covenants, liabilities and obligations entered into or imposed hereunder upon the Guarantor shall be equally binding upon his successors. Where more than one party is named as a Guarantor all such covenants, liabilities and obligations shall be joint and several.

(e) The Chargee may vary any agreement or arrangement with or release the Guarantor, or any one or more of the Guarantors if more than one party is named as Guarantor, and grant extensions of time or otherwise deal with the Guarantor and his successors without any consent on the part of the Chargor or any other Guarantor or any successor thereof.

Severability

25. It is agreed that in the event that at any time any provision of the Charge is illegal or invalid under or inconsistent with provisions of any applicable statute, regulation thereunder or other applicable law or would by reason of the provisions of any such statute, regulation or other applicable law render the Chargee unable to collect the amount of any loss sustained by it as a result of making the loan secured by the Charge which it would otherwise be able to collect under such statute, regulation or other applicable law then, such provision shall not apply and shall be construed so as not to apply to the extent that it is so illegal, invalid or inconsistent or would so render the Chargee unable to collect the amount of any such loss.

Interpretation

26. In construing these covenants the words "Charge", "Chargee", "Chargor", "land" and "successor" shall have the meanings assigned to them in Section 1 of the *Land Registration Reform Act* and the words "Chargor" and "Chargee" and the personal pronouns "he" and "his" relating thereto and used therewith, shall be read and construed as "Chargor" or "Chargors", "Chargee" or "Chargees", and "he", "she", "they" or "it", "his", "her", "their" or "its", respectively, as the number and gender of the parties referred to in each case require, and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted. And that all rights, advantages, privileges, immunities, powers and things hereby secured to the Chargor or Chargors, Chargee or Chargees, shall be equally secured to and exercisable by his, her, their or its heirs, executors, administrators and assigns, or successors and assigns, as the case may be. The word "successor" shall also include successors and assigns of corporations including amalgamated and continuing corporations. And that all covenants, liabilities and obligations entered into or imposed hereunder upon the Chargor or Chargors, Chargee or Chargees, shall be equally binding upon, his, her, their or its heirs, executors, administrators and assigns, or successors and assigns, as the case may be, and that all such covenants and liabilities and obligations shall be joint and several.

Paragraph headings

27. The paragraph headings in these charge terms are inserted for convenience of reference only and are deemed not to form part of the Charge and are not to be considered in the construction or interpretation of the Charge or any part thereof.

Date of Charge

28. The Charge, unless otherwise specifically provided, shall be deemed to be dated as of the date of delivery for registration of the Charge.

Effect of Delivery of Charge

29. The delivery of the Charge for registration by direct electronic transfer shall have the same effect for all purposes as if such Charge were in written form, signed by the parties thereto and delivered to the Chargee. Each of the Chargor and, if applicable, the spouse of the Chargor and other party to the Charge agrees not to raise in any proceeding by the Chargee to enforce the Charge any want or lack of authority on the part of the person delivering the Charge for registration to do so.

Receiver

30. If and whenever the Chargee becomes entitled hereunder to enter into possession of the lands it may, in its discretion, by writing appoint a receiver (which term shall include a receiver and manager) of the lands or any part thereof and of the rents and profits thereof and may from time to time remove any receiver and appoint another in his stead, and in making any such appointment or appointments the Chargee shall be deemed to be acting as the attorney for the Chargor unless the Chargee indicates in writing a contrary intention. The following provisions shall apply in respect of the appointment of any receiver: such appointment may be made either before or after the Chargee shall have entered into or taken possession of the lands or any part thereof; such receiver may, in the discretion of the Chargee, be vested with all or any of the powers and discretions of the Chargee and shall have the power to borrow on the security of the lands; the Chargee may from time to time fix the remuneration of such receiver and direct the payment thereof out of the proceeds of the lands; such receiver shall, so far as concerns the responsibility for his acts or omissions, be deemed the agent of the Chargor and in no event the agent of the Chargee and in making or consenting to such appointment the Chargee shall not incur any liability to the receiver for his remuneration or otherwise howsoever, other than for such damage caused by the gross negligence or willful misconduct of such receiver; and all moneys from time to time received by such receiver may be paid by him in his discretion; such receiver shall from time to time have the power to collect, realize, sell or otherwise deal with the lands in such manner, upon such terms and conditions and at such time or times as may seem to the receiver to be advisable and without notice to the Chargor; such receiver shall from time to time have the power to lease any portion of the lands which may become vacant for such term and subject to such provisions as the receiver may deem advisable or expedient and, in so doing, such receiver shall act as the attorney or agent for the Chargor (unless specifically appointed by the Chargee as the agent of the Chargee) and such receiver shall have authority to execute, under seal or otherwise, any leases, subleases or licenses of any such premises in the name of and on behalf of the Chargor and the Chargor undertakes to ratify and confirm whatever any such receiver may do in the premises; such receiver shall have full power to manage, operate, amend, repair, alter or extend the lands or any part thereof in the name of the Chargor for the purpose of securing the payment of rental from the lands or any part thereof, including the power to: (a) take proceedings in the name of the Chargor or otherwise and to make any arrangement or compromise; (b) borrow or raise money on all or any part of the lands in priority to this charge or otherwise for such purposes as may be approved by the Chargee; (c) give any and all notices to be given by the Chargor under any lease, sublease or license and exercise any and all rights of the Chargor thereunder; (d) do or cause to be done any and all acts and things under any lease, sublease or license and adjust and settle all matters relating to such performance; and (e) institute and prosecute all suits, proceedings and actions which the receiver in his opinion considers necessary for the proper protection of the lands, defend all suits, proceedings and actions against the Chargor or the receiver, appear in and conduct the prosecution and defense of any suit, proceeding or action then pending or thereafter instituted and appeal any suit, proceeding or action.

THIS IS **EXHIBIT "DDD"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

Electronically issued / Délivré par voie électronique : 05-Jul-2024
Toronto Superior Court of Justice / Cour supérieure de justice
Court File No./N° du dossier du greffe : CV-24-00723362-00CL

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

CHRIS AGAGNIER and CBJ DEVELOPMENTS INC.

Plaintiffs

and

CBJ-FORT ERIE HILLS INC., FORT ERIE HILLS INC., JEFFREY BURRELL, RANDY HOFFNER, JOSEPH BRESSI, TRANS GLOBAL PARTNERSHIP, SALVATORE ROMEO as trustee for the ROMEO FAMILY TRUST, JEFFREY BURRELL as trustee for the BURRELL FAMILY TRUST, RON BURRELL ELENA SALVATORE, VICENT SALVATORE JR., JOHN DOE and XYZ CORP.

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANTS:

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim made against you is set out in the following pages.

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

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

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

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

IF YOU PAY THE PLAINTIFF'S CLAIM, and $2,500.00 or costs, within the time for serving and filing your statement of defence you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the plaintiff's claim and $400 for costs and have the costs assessed by the court.

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

Date: July 2024 Issued by:.....
Local registrar

Address of Court office:

330 University Avenue, 7th Floor
Toronto M5G 1R7
Fax: (416) 327-6228

TO: **CBJ-FORT ERIE HILLS INC.,**
801 Lawrence Avenue East, Suite Ph5
Toronto, Ontario, M3C 3W2

FORT ERIE HILLS INC.
77 City Centre Drive, Unit 602
Mississauga, Ontario, L5B 1M5

JEFFREY BURRELL
72 Babcombe Drive
Thornhill, Ontario L3T 1N1

RANDY HOFFNER
77 City Centre Drive, Unit 602
Mississauga, Ontario, L5B 1M5

JOSEPH BRESSI
675 Cochrane Drive
6th Floor, East Tower
Markham, Ontario L3R 0B9

TRANS GLOBAL PARTNERSHIP
c/o RANDY HOFFNER
77 City Centre Drive, Unit 602
Mississauga, Ontario, L5B 1M5

SALVATORE ROMEO
947 Blind Creek Drive
Shuniah, Ontario P7A 0C6

RON BURRELL
72 Babcombe Drive
Thornhill, Ontario L3T 1N1

ELENA SALVATORE
801 Lawrence Avenue East, Suite Ph5
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VICENT SALVATORE JR.
801 Lawrence Avenue East, Suite Ph5
Toronto, Ontario, M3C 3W2

JOHN DOE

XYZ CORP.

CLAIM

1. The Plaintiff Chris Agagnier ("**Chris**") claims against CBJ-Fort Erie Hills Inc. ("**FEH**") and Jeffrey Burrell ("**Jeff**"):

(a) a declaration that Chris is a "complainant" for the purposes of advancing an oppression claim under section 248 of the OBCA;

(b) relief pursuant to section 248 of the OBCA that this Honourable Court deems fit;

(c) an interim and final declaration pursuant to sections 161(2)(b) and 248 of the *OBCA* that:

(i) the business of CBJ-Fort Erie Hills Inc. ("**FEH**") has been and is being carried on with intent to defraud Chris to affect a result;

(ii) the business or affairs of FEH is or has been carried on or conducted, or the powers of Jeff, as one of the former directors of FEH and now by the Defendants Elena Salvatore ("**Elena**") and the Defendant Vincent Salvatore Jr. ("**Vincent**"), the current directors of FEH, is or has been exercised, in a manner that is oppressive or unfairly prejudicial to, or that unfairly disregards, the interests of Chris; or

(iii) Jeff, a former director of FEH and Elena and Vincent, the current directors of FEH have acted fraudulently or dishonestly;

(iv) the acts and omissions of Jeff, Elana and Vincent effected a result;

(v) the business and affairs of FEH were carried on or conducted at all material times by Jeff and then by Elena and Vincent in a manner; and

(vi) the powers of Jeff, then Elena and Vincent, the former and the current directors of FEH at the time were exercised in a manner,

that was oppressive of, unfairly prejudicial to, and that unfairly disregarded the interests of the Plaintiffs;

(d) an interim and final declaration pursuant to section 161(2)(a) of the *OBCA* that the business of FEH was and is carried on by Jeff and now by Elena and Vincent, the current directors of FEH**,** with intent to defraud Chris;

(e) an interim and final declaration that Chris is an aggrieved person as that term is used in section 248(3)(j) of the *OBCA*;

(f) an order compensating Chris as an aggrieved person;

(g) an interim order that Chris is at liberty to obtain a certificate of pending litigation in respect of the FEH Lands more particularly described in Schedule A attached hereto;

(h) an interim injunction preventing the sale of the FEH Lands and the FEH Shares, as defined below**;**

(i) an interim order appointing a Monitor over the FEH Lands on such terms and conditions as this Honourable Court shall establish including without limitation, an interim order preventing any further dealings by any party to this Action with the FEH Lands except with the approval of the Monitor and an order relating thereto; and

(j) an interim order appointing a Receiver Manager over the FEH Lands on such terms and conditions as this Honourable Court shall establish including without limitation, an interim order preventing any further dealings by any party to this Action with the FEH Lands except with the approval of the Receiver Manager and an order relating thereto.

2. Chris claims against all of the Defendants:

(a) a declaration that the Restated Loan Agreement, the Share Pledge Agreement and the Illegal FEH Land Sale Agreement or Illegal FEH Share Agreement, as defined below, are illegal, null and void, invalid and unenforceable;

(b) an interim order that all of the issued FEH Shares, as defined below, be forthwith surrendered to the Monitor or the Receiver Manager, once appointed, pending the outcome of the trial of this Action and that no party be entitled to vote or otherwise deal with said FEH Shares without prior order from this Honorable Court;

(c) damages in the amount of $25,000,000 for fraud, conspiracy, breach of fiduciary duty and oppression;

(d) further damages in an amount to be particularized before trial, for damages, lost profits and lost opportunity with respect to the Fort Erie Project (defined below), which is unable to proceed through the real estate development process as a result of the defendants' actions;

(e) punitive damages in the amount of $1,000,000;

(f) orders for restitution, an accounting and disgorgement of all assets, properties and funds belonging to FEH and improperly diverted by or to any of the Defendants or any person, corporation or other entity on such Defendant's behalf;

(g) a declaration that the Plaintiffs are entitled to trace the assets, properties and funds of FEH into the hands of any of the Defendants, and a declaration that such Defendants hold those assets, properties and funds as constructive trustee for the Plaintiffs;

(h) a constructive trust and tracing or following order in respect of all assets, properties and funds belonging to the Plaintiffs and improperly diverted by or to any of the Defendants or any person, corporation or entity on such defendant's behalf, and in respect of all the traceable products thereof;

(i) a declaration the Defendants are jointly and severally responsible to provide full and complete indemnification for and on behalf of Chris for all amounts that he may be obliged to pay to third parties for any amounts due and owing by CBJ or

FEH to third parties that he has guaranteed or is otherwise personally liable to pay;

(j) prejudgment and post-judgment interest accordance with sections 128 and 129 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;

(k) costs of this proceeding on a substantial indemnity basis, or alternatively, on a partial indemnity basis; and

(l) such further and other relief as this Honourable Court may deem just.

3. The Plaintiff CBJ Developments Inc. claims against the Defendant CBJ-Fort Erie Hills Inc.:

(a) damages in the amount of $3,000,000 on account of fees and expenses paid in accordance with the Management Agreement, as explained below;

(b) further damages in an amount to be particularized before trial, for damages, lost profits and lost opportunity with respect to the Fort Erie Project (defined below), which is unable to proceed through the real estate development process as a result of the defendants' actions;

(c) prejudgment and post-judgment interest at the prime rate quoted by the Royal Bank of Canada plus 2% or in the alternative, in accordance with sections 128 and 129 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;

(d) costs of this proceeding on a substantial indemnity basis, or alternatively, on a partial indemnity basis; and

(e) such further and other relief as this Honourable Court may deem just.

4. The Plaintiff CBJ Developments Inc. claims against the Defendants Fort Erie Hills Inc., Randy Hoffner and Trans Global Partnership:

(a) damages in the amount of $375,000 for repayment of their share of the FEH Remediation Expenses, as defined below;

(b) prejudgment and post-judgment interest in accordance with sections 128 and 129 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;

(c) costs of this proceeding on a full or substantial indemnity basis; and

(d) such further and other relief as the lawyers for the Plaintiffs may advise or this Honourable Court may deem just.

PARTIES

5. The Plaintiff CBJ Developments Inc. ("**CBJ**") is an Ontario corporation with its head office located at Ridgeway Ontario.

6. The Plaintiff Chris Agagnier ("**Chris**"), a resident of Ridgeway Ontario.

7. The Defendant CBJ-Fort Erie Hills Inc. ("**FEH**") is an Ontario corporation with its head office located at Thornhill, Ontario.

8. The Defendant Jeffrey Burrell ("**Jeff**") is a resident of Thornhill, Ontario. Jeff was a director of CBJ and FEH, and the trustee of the Burrell Family Trust.

9. Chris and Jeff were equal shareholders of CBJ and FEH.

10. The Defendant Trans Global Partnership ("**TGP**") is a partnership of overseas Japanese investors who collectively were the owners of those lands which form the subject matter of this Action and other lands which comprise the "Land Acquisitions" as hereinafter defined.

11. The Defendant Fort Erie Hills Inc. ("**Hills**") is an Ontario corporation with its head office located at Burlington Ontario. Hills acted as bare trustee and Canadian agent for TGP.

12. The Defendant Randy Hoffner ("**Randy**") is a resident of Burlington Ontario. At all material times, Randy was the principal of Hills, and the authorized agent and trustee for TPG.

13. The Defendant Salvatore Romeo ("**Romeo**") is a resident of Shuniah Ontario and at all material times, Romeo was the trustee for the Romeo Family Trust.

14. The Defendant Joseph Bressi ("**Bressi**") currently resides in Markham Ontario.

15. The Defendant Elena Salvatore ("**Elena Salvatore**") resides in the City of Toronto, Ontario.

16. The Defendant Vincent Salvatore Jr. ("**Vincent Salvatore**") resides in the City of Toronto, Ontario.

17. The Defendant XYZ Corp., is a corporation that has entered into an agreement of purchase and sale to purchase the FEH Lands or the FEH Shares.

18. The Defendant John Doe is the principal of the XYZ Corp. or is the purchaser of the FEH Lands or the FEH Shares.

FACTS

19. On incorporation, Chris and Jeff were appointed the directors of CBJ. Chris and Jeff were each originally issued 50% of the shares of CBJ.

20. In or about December 2023 to January 2024, Jeff advised CBJ that he was relinquishing his duties as director of CBJ and wanted nothing further to do with CBJ effectively leaving Chris as its sole managing director. From and after that date, Jeff has continuously reiterated that position and from that time forward Jeff has been inactive in managing CBJ.

21. Given Jeff's improper and illegal conduct, as described below, Chris seeks an order pursuant to s. 248(3)(e) of the OBCA removing Jeff as a director of CBJ.

22. Chris and Jeff acquired four parcels of development lands in Fort Erie and Stayner, Ontario (the "**Land Acquisitions"**) from Hills, acting as Canadian agent for TPG, which beneficially owned these lands. To acquire the Land Acquisitions, CBJ purchased one parcel and Chris and Jeff incorporated three special purpose vehicles to purchase the other three properties (the "**CBJ Affiliates**") including the FEH Lands.

23. All of the shares of the CBJ Affiliates were owned by Chris and Jeff, including the shares of FEH (the "**FEH Shares**").

24. On November 1, 2021, one of these parcels was acquired by FEH (the "**FEH Lands**"). The FEH Lands consist of eighty-five acres of raw development land located in Fort Erie, Ontario, municipally described as 85 Crooks Street, Fort Erie, Ontario and legally described on Schedule "A" hereto (the "**Fort Erie Project**").

25. TGP authorized Hills to be its Canadian representative with full authority to represent them on all matters relating to the Land Acquisitions, including the closing of the purchase of the FEH Lands. Randy was the sole director, officer and shareholder of Hills and the trustee for TPG.

26. The other three parcels were purchased using the other special purpose vehicles (including FEH, the "**CBJ Affiliates**").

27. The main purpose for the structuring of the CBJ Affiliates including FEH was to:

(a) establish separate legal ownership for each of the Land Acquisitions so as to maximize the potential for return on each investment and minimize potential exposure or liability relating to the ongoing financing and development of each of the four CBJ Land Acquisitions;

(b) oversee and manage the Land Acquisitions including negotiating the terms of each purchase, securing financing for each purchase and managing and administering the closing for each separate parcel of land, including the FEH Lands;

(c) on an ongoing basis, manage and administer all aspects of the development of each parcel of land, including obtaining all permitting and rezoning approvals as and when required, infrastructure installation/construction, subdivision and development and all financing from time to time required for each development; and

(d) ultimately, facilitate the marketing and sale of single and multi-family residential homes to both builders and end users.

28. The original purchase price paid by FEH to Hills (on behalf of TGP) for the FEH Lands was $15,950,000 plus assumption of an existing first mortgage to 2703738 Ontario Limited on title with an approximate $600,000 principal balance (the "**First Mortgage**") less fifty (50%)

per cent of all costs required to remediate the FEH Lands (the "**Remediation Cost**") and is hereinafter referred to as the "**FEH Purchase Price**".

29. The total Remediation Cost was $750,000; therefore, FEH's share was $375,000. This amount has never been repaid to CBJ from Hills/TGP and remains due and owing as an outstanding indebtedness owing by them to CBJ plus interest.

30. The FEH Purchase Price was satisfied by:

(a) $1,053,000 million borrowed from Jeffrey Burrell as trustee for the "Burrell Family Trust", which loan was secured by a mortgage registered on November 1, 2021 as instrument number SN698784 in the Land Registry Office No. 59;

(b) $621,000 borrowed from Salvatore Romeo as trustee for the "Romeo Family Trust" which loan was secured by a mortgage registered on November 1, 2021 as instrument number SN698785 in the Land Registry Office No. 59;

(c) $13,152,383.87 by a Vendor Take Back Mortgage in favor of Hills (on behalf of Hills and TGP) registered against the FEH Lands as a third secured charge in the original principal amount of registered on November 1, 2021 as instrument number SN698786 in the Land Registry Office No. 59 (the "**Hills VTB**"); and

(d) Assumption of the First Mortgage to 270378 Ontario Limited in the approximate amount of $600,000; and

(e) Equity from CBJ.

31. CBJ agreed to provide management services (the "**CBJ Management Services**") and fund payment of certain of the CBJ Affiliates ongoing expenses, including:

(a) payments due and owing relating to financing obtained for the initial purchase of the FEH Lands, including the Hills VTB and other loans obtained from time to time for FEH's direct or indirect benefit; and

(b) all payments to cover ongoing development expenses for the FEH Lands which, inter alia, included substantial payments made by CBJ to cover remediation as well as archeology expenses required for the FEH Lands (collectively the "**FEH Payments**").

32. The advance and repayment of the FEH Payments and payment arrangements for the CBJ Management Services were subject to the terms of an agreement (which was partially in

writing and partially verbal), entered into between CBJ and FEH (the "**Management Agreement**") concurrent with the purchase by FEH of the FEH Lands, which included:

(a) all of the FEH Payments would to be repaid on demand with interest at a commercial rate of interest based on the Royal Bank of Canada ("**RBC**") prime rate (as from time to time determined) plus 2%:

(b) CBJ Management Services would be charged out to FEH at rates prevailing in the market by comparable management/administrative service companies;

(c) all of the FEH Payments together with the fees due and owing for the CBJ Management Services would be repaid in priority to any other secured or unsecured FEH indebtedness, subject only to:

(i) any secured financing from time to time registered against title to the FEH Lands; or

(ii) as otherwise agreed from time to time between CBJ and FEH in writing;

(d) as security for repayment of the FEH Payments and the CBJ Management Services, FEH granted CBJ an ongoing and continuing charge against the FEH Lands (the "**CBJ Charge**") and the right, at its option, to secure said CBJ Charge by registering same against title to the FEH Lands; and

(e) if it registered the CBJ Charge, CBJ would postpone the CBJ Charge to any present or future secured financing that it would arrange to be charged against the FEH Land.

33. As at the date of the filing of this Claim, the total amount due and owing by FEH to CBJ pursuant to the Management Agreement is $2,314,000.00 plus interest (the "**FEH to CBJ Indebtedness**").

34. Subsequent to the closing of the purchase of the FEH Lands, Chris arranged for a further private mortgage for $2,500,000 from 2703738 Ontario Limited ("**270 Corp**") registered on February 25, 2022 as instrument number SN714863 in the Land Registry Office No. 59 (the "**Elena Loan**"). The Elena Loan was used for costs and expenses for the initial phases of the remediation and development of the FEH Lands. With Hills consent, the Elena Loan was secured as a third charge against title to the FEH Lands.

35. The charges referred to above are hereinafter collectively referred to as the "**FEH Charged Debt**" and the FEH secured creditors referred to above are hereinafter referred to as the "**FEH Secured Creditors**."

36. In addition to the FEH Secured Debt, Chris arranged a $500,000 unsecured loan from Ron Burrell, administered by Jeffrey Burrell (the "**Ron Burrell Loan**") and a further loan from Niagara Estates of Chippawa II Inc. ("**Niagara**") for $5,250,000 (the "**Niagara Loan**") for use, in part, for the development of the FEH Lands.

37. CBJ retained Colliers International Realty Advisors Inc. ("**Colliers**") to appraise the FEH Lands. Hadley Duncan, AACI, P. App., Colliers' Executive Director, completed his appraisal in March 2023, which estimated its as is current market value of the FEH Lands at March 17, 2023 to be $49,460,000.

38. Acting in good faith, CBJ decided not to register the CBJ Charge because:

(a) the fair market value of the FEH Lands provided substantial comfort to CBJ that the FEH to CBJ Indebtedness could easily be repaid on the sale of the FEH Lands; and

(b) Hills advised CBJ that the CBJ Charge should not be registered on title to the FEH Lands until the Hills VTB had been substantially paid down or paid out in full.

39. Although interest was accruing on some of the outstanding FEH Charged Debt and other unsecured indebtedness referred to above, no demand for payment to FEH had been made nor had any of FEH creditors (secured or unsecured) issued a notice of default or taken any other steps to enforce repayment of any funds due and owing to them.

40. In or about October 2023, in accordance with CBJ's obligations under the Management Agreement, Chris arranged for financing against the FEH Lands from a third party lender Hillmount Capital Inc. ("**Hillmount**") in the principal amount of $8 million (the "**Hillmount**

Financing"). On October 25, 2023, Hillmount registered a mortgage on the FEH Lands as instrument number SN783192 in the Land Registry Office No. 59 for $8 million.

41. In conjunction with the Hillmount Financing, Chris negotiated a payout of the Elena Loan with 270 Corp., in exchange for Niagara Estates of Chippawa II Inc. agreeing to advance a new $5.25 million loan to FEH plus an additional $330,000 loan arranged by Jeff and Randy (collectively the "**New Niagara Loan**") to be secured on other lands.

42. The primary purposes for the Hillmount Financing and the New Niagara Loan as negotiated by Chris were for payment of:

(a) ongoing development expenses relating to the FEH Lands;

(b) payout to 270 Corp.;

(c) payment of some outstanding interest payments due and owing to various FEH creditors include those holding some of the FEH Charged Debt; and

(d) payment of funds due and owing to CBJ pursuant to the Management Agreement to be paid out in part to CBJ and in part to Chris and the other management as management fees/bonuses.

43. One of the pre-conditions to the Hillmount Financing was that Hillmount would have a first charge on the FEH Lands and that no secondary financing would be allowed on the FEH Lands at any time while the Hillmount Loan was outstanding. This required Chris to negotiate new loan agreements with the FEH Secured Creditors and 270 Corp. which included, without limitation:

(a) negotiating lump sum payments to each of the FEH Secured Creditors to be paid from the Hillmount Financing in order to get their agreement to discharge their respective security off title to the FEH Lands;

(b) payout in full of the second and third mortgages to the Burrell Family Trust and Romeo Family Trust;

(c) negotiating a specific repayment date for the payment of the balance of all funds due and owing on the FEH Secured Debt together with a "Standstill" arrangement

to prevent any of the FEH Secured Creditors from taking any enforcement steps on their respective date until said date; and

(d) providing alternate and acceptable security to the FEH Secured Creditors.

44. At this same time Jeff insisted that a significant advance from the Hillmount Financing be paid against first and second mortgages to the Burrell Family Trust and the Romeo Family Trust and that Ron Burrell participate in any restructured security package that Chris was negotiating, failing which, in his capacity as both a CBJ and FEH director and shareholder, he would not approve the Hillmount Financing and threatened to demand repayment in full of the Ron Burrell Loan then due and owing by FEH.

45. Having no choice, Chris agreed to this demand from Jeff.

46. This resulted in Chris negotiating and approving a revised omnibus security arrangement with the FEH secured creditors and Ron Burrell (the "**Revised FEH Security Package**") which provided, *inter alia*, for the following:

(a) A new "Amended and Restated Loan Agreement" which was dated November 17, 2023 and entered into between CBJ as Borrower and 270 Corp., Niagara and Hills as Lenders (the "**Restated Loan Agreement**");

(b) Forbearance and Standstill Agreement (the "**Forbearance Agreement**") entered into between Hills and FEH dated and effective Oct 23, 2023 and acknowledged by CBJ which obligated:

(i) FEH to make a payment to Hills of $1.2 million from the Hillmount Financing;

(ii) FEH to pay Hills $4.7 million on Dec 31, 2023 as per the terms of the Restated Loan Agreement;

(iii) FEH to pay Hills the balance owing on the Hills VTB on or before February 28, 2024;

(iv) Chris and Jeff as the two registered FEH shareholders, to enter into a Share Pledge Agreement with FEH, Niagara, the Burrell Family Trust and the Romeo Family Trust and Ron Burrell (the "**Share Pledge Agreement**") to pledge their FEH shares to Hills if all amounts due and owing to Hills were not paid in full by February 28, 2024;

(v) Chris and Jeff to provide unlimited personal guarantees for the payment of the all indebtedness due and owing under the Forbearance Agreement and the Restated Loan Agreement (the "**Restated Loan Indebtedness**"); and

(vi) FEH, Jeff and Chris to provide and execute a "Consent to Judgment' for the Restated Loan Indebtedness if same was not paid in full by February 28, 2024.

47. During this same period of time, Bressi had been working with CBJ on various projects and had continuously represented to Chris that his company "Global Financial" had a "Bonding" business which raised several millions of investment capital through the sale of bonds.

48. Bressi further continuously represented to Chris that on condition that CBJ proceed with the Hillmount Financing, he would provide up to a minimum of $70 Million dollars in financing from his bonding business to cover all of the payments that would be due and owing pursuant to the Restated Loan Agreement, the Forbearance Agreement, the Share Pledge Agreement and all other amounts relating thereto, pay out other financing due and owing by another CBJ Affiliate owing on another parcel of land in Stayner Ontario (the "**Stayner Indebtedness**") plus provide significant other funding for the ongoing development of the FEH Lands, in exchange for his acquiring a significant equity position in CBJ and the CBJ Affiliates.

49. Bressi, however, refused to document the terms of the Bressi Funding Agreement in writing and it therefore remained as a verbal agreement between CBJ, Bressi, the CBJ Affiliates and the CBJ principals including Chris and Jeff.

50. During this time:

(a) the Stayner Indebtedness had resulted in the commencement of legal action against a CBJ Affiliate, thereby increasing the pressure on Chris to proceed with the Hillmount Financing in order to access funds from Bressi pursuant to the Bressi Funding Agreement and resolve the Stayner litigation;

(b) Randy and Jeff, in conjunction with Bressi, made every effort to prevent Chris from arranging alternate financing from other sources, which effectively resulted

in Chris having no alternative, but do whatever he could to finalize the Hillmount Financing.

51. Just prior to the advance of funds from the Hillmount Financing, and in exchange for providing the funding pursuant to the Bressi Funding Agreement, Bressi demanded that CBJ pay him (through another corporation he owned/controlled named Monaco Street Ltd.) a funding fee of $1,000,000 (in U.S. Funds) from the Hillmount Financing (the "**Bressi Fee**").

52. Chris initially refused to approve the Bressi Fee because Bressi had previously failed to provide funding for other projects even though CBJ had paid him millions of dollars in upfront fees for same. However, Jeff and Randy not only actively supported payment of the Bressi Fee but, specifically (without in any manner limiting the generality of the foregoing):

(a) Jeff made it clear that he would not allow the Hillmount Financing to proceed unless the Bressi Fee was paid; and

(b) Randy made it clear that he would not cause Hills to agree to the Revised FEH Security Package and would commence immediate action on behalf of Hills for repayment of all funds due and owing under the Hills VTB unless the Bressi Fee was paid.

53. As a result, and fearful that without the Hillmount Financing and the implementation of the Revised FEH Security Package:

(a) Randy and Hills, as threatened, could trigger enforcement proceedings pursuant to the Hills VTB which would jeopardize both FEH's ownership and development of the FEH Lands;

(b) said enforcement proceedings would potentially cause FEH to lose untold millions of dollars in anticipated revenue;

(c) Chris would be placed in severe financial jeopardy because of previous personal guarantees that they had provided on the VTB and other FEH security;

(d) the Stayner Indebtedness and resulting litigation would proceed thereby causing additional losses to CBJ and Chris pursuant to the security granted to the Stayner lenders, including a personal guarantees from Chris;

(e) by their actions Randy, Jeff and Bressi had made it impossible for Chris to arrange other financing; and

(f) Bressi, Jeff and Randy all confirmed and represented to Chris, both individually and collectively, that the funding pursuant to the Bressi Funding Agreement would take place as and when agreed upon so as to ensure that:

(i) there would be sufficient funds available to meet all of the payment requirements set out in the Revised FEH Security Package;

(ii) reimburse the payment of the Bressi Fee;

(iii) payout the Stayner Indebtedness in full;

(iv) repay all funds due and owing by FEH to CBJ pursuant to the FEH Agreement; and

(v) provide sufficient working capital to cover all ongoing CBJ and CBJ Affiliate expenses, specifically including the development of the FEH Lands.

54. Chris had no alternative but to finalize the requirements necessary for the Hillmount Financing to be funded including executing approvals for payment of the Bressi Fee.

55. Accordingly, in October 2023, funds from the Hillmount Financing were advanced and distributed as follows:

Payment of the Bressi Fee:	$1.4 million
Payment to Hills: (Restated Loan Agreement)	$1.2 million
Payment in full to Burrell Family Trust	$1.45 million
Payment to in full Romeo Family Trust	$600,000
Payment to 270 Corp. (Elena Loan)	the original Elena Loan of 2.25 Million plus outstanding interest was repaid and Elena (through Chris' efforts) then lent CBJ / FEH 5.25 Million Dollars (less pre-paid interest)
Legal Fees	$200,000
Retained by Hillmount for future advances and to cover interest payments	$1,000,000
Retained by Bennett Jones LLP in trust by FEH's lawyers earmarked to cover ongoing development expenses for the FEH Lands (the	$200,000

"Bennett Jones Holdback");	
Dennis Blain (Niagara)	$200,000

56. The Plaintiffs state and the fact is that the aforesaid payment of $1.4 million to Jeffrey Burrell and Salvatore Romeo by Jeff was not authorized or approved by Chris.

57. Notwithstanding the Bressi Funding Agreement and Bressi's ongoing and continuous representations and assurances (as supported by both Jeff and Randy) that he would provide or facilitate the necessary funding required by CBJ, Bressi did not provide any funding.

58. Bressi's representations of funding were false representations of fact. Bressi made these representations with a knowledge of their falsehood, or recklessly, without belief in their truth, with the intention that they should be acted upon by Chris. Bressi's false representations did in fact induce Chris to act. Chris suffered damages as a result of Bressi's fraudulent misrepresentations. Jeff, Randy, and Romeo knew of or ought to have known that Bressi's representations were false and fraudulent.

59. In February 2024 and facing the February 28, 2024 deadline for payment of funds, pursuant to the Revised FEH Security Package, and after:

(a) Jeff had *de facto* relinquished or had been removed from his role as director and CEO of CBJ; and

(b) Chris had completed his own internal inquiries and investigations into Bressi's business history and learned about "private" meetings held between Bressi, Jeff and Randy in the Bahamas which took place at the same time as the Revised FEH Security Package was being negotiated, it became clear to Chris that:

(i) Bressi had a long history of swindling other business partners out of millions of dollars;

(ii) Bressi never intended nor had the means to fund any monies to CBJ or FEH and entered into the Bressi Funding Agreement for the sole purpose of creating a situation where Chris and the other CBJ beneficial

shareholders would be coerced by undue duress (and fear of massive potential personal liability) from Bressi, Randy and Jeff into agreeing to the terms of the Revised FEH Security Package and agreeing to the payment of the Bressi Fee; and

(iii) Bressi, Jeff, Randy, Romeo, TGP, Elena Salvatore and Vincent Salvatore (and potentially other parties currently unknown to the Plaintiffs) had clandestinely and intentionally entered into an illegal and improper agreement between themselves (the "**Illegal Agreement**") to maneuver Chris and FEH into such a position where they had no alternative but to agree to the onerous terms of the Revised FEH Security Package, knowing that both CBJ and FEH would inevitably end up in default of same; and

(iv) said default would then lead to the loss by Chris of any interest or entitlement that he had (directly or indirectly) to the value and equity and all benefits (present or future) in the FEH Lands;

60. The Plaintiffs state and the fact is that the terms of the Illegal Agreement were to be implemented by Bressi, Jeff, Randy, Romeo, TGP, Elena Salvatore and Vincent Salvatore with their joint and mutual intention to achieve the following specific goals:

(a) Bressi, on his own behalf and on behalf of Jeff, Randy, Romeo, TGP, Elena Salvatore and Vincent Salvatore, would convince Chris that through his "bonding" company, he could and would supply all the funding required by FEH, always knowing that he had no intention nor ability to provide said funds;

(b) extorting Chris to agree to the payment of the Bressi Fee (portions of which may have been split amongst the parties to the Illegal Agreement) prior to Chris signing off on the Hillmount Financing;

(c) Randy and TGP, on their own behalf and on behalf of Jeff and Bressi, would induce and effectively coerce Chris into agreeing to the terms of the Revised FEH Security Package by not approving, scuttling or otherwise making it impossible for Chris to raise or secure financing from any third parties other than Hillmount;

(d) convincing Chris, through their material, intentional and fraudulent misrepresentations to Chris that there would be sufficient funding pursuant to the Bressi Funding Agreement to "solve" all of CBJ's and FEH's financial needs;

(e) taking all other steps, through threats (verbal and in writing), intimidation and restriction of payments due and owing to Chris (based on actions taken by Jeff in intentionally failing to approve said payments to him) into coercing Chris to agree to the terms of the Revised FEH Funding Package knowing that by doing so both CBJ and FEH would default with the end result that Hills (i.e. TGP), Niagara, the Burrel Family Trust, the Romeo Family Trust and Ron would end up owning all of the FEH shares and in sole position to deal with the FEH Lands as they so

choose and without having to go through a Power of Sale or other judicially monitored process to do so;

(f) once they had control of the FEH Lands through the implementation of the Share Pledge Agreement, Hills (i.e. TGP), Niagara, the Burrel Family Trust, the Romeo Family Trust and Ron would facilitate an immediate private sale of the FEH Lands or the FEH Shares, either directly or indirectly to themselves (through an affiliate, related corporation or "straw" buyer") or to a "friendly" third party at a price substantially below market value, but sufficiently high enough to cover all of the FEH Indebtedness plus provide them with additional funds as negotiated, with the specific intent to:

(i) deprive CBJ, Chris and other members of the CBJ Management team of any of the funds due and owing to them, including all funds due and owing pursuant to the Management Agreement; and

(ii) Deprive FEH (and by extension, Chris and other members of the CBJ Management team) of their entitlement to the funds they should have received had the FEH Lands or FEH Shares had been sold on the open market at fair market value;

(g) place Chris at risk of being personally liable for certain CBJ and FEH debt that he had either personally guaranteed or which he had personally incurred for and on behalf of CBJ or FEH;

(h) ensure that Hills, Randy and TGP received all funds due and owing to them pursuant to the original Hills VTB plus additional payments and benefits to them;

(i) ensure that Jeff received all funds due and owing to the Family Trusts, the Ron Burrell Loan plus additional payments and benefits to Jeff; and

(j) ensure that Bressi receives the Bressi Fee plus additional payments and benefits to him.

61. By those actions and statements set out in (a) – (f) above, induced Chris to:

(a) agree to the very onerous terms of the Revised FEH Financing Plan; and

(b) at this same time inducing Chris not to pursue the sale of the FEH Lands on the open market;

(c) not to pursue the refinancing of the FEH Lands (other than through Hillmount);

(d) not to register the CBJ Charge against title to the FEH Lands; or

(e) take any other reasonable and prudent steps to ensure that there would be sufficient funds available when the terms of the Revised FEH Security Package became enforceable so as not lose their strong equity position in the FEH Lands through their respective ownership of the FEH shares.

62. As planned and as part of the Illegal Agreement, both CBJ and FEH defaulted on the repayment obligations set out in the Revised FEH Security Package resulting on February 28, 2024 with Hills, on behalf of the FEH Secured Creditors and other parties to the Revised FEH Security Package, initiating enforcement proceedings under the Share Pledge Agreement and have, to the Plaintiffs' best knowledge, information and belief, now taken possession and ownership of the FEH Shares.

63. The Defendants have entered or are about to enter into a sale of the FEH Lands or have sold the FEH Shares as contemplated pursuant to the Illegal Agreement to a "friendly" third party: Elena Salvatore and Vincent Salvatore Jr., John Doe or XYZ Corp. (the "**Illegal FEH Sale**") at a purchase price which is substantially below its actual market value for the FEH Lands of the FEH Shares.

64. The Defendants Elena Salvatore and Vincent Salvatore Jr., John Doe or XYZ Corp., are purchasing the FEH Lands or have purchased the FEH Shares, and are fully aware of, and are acting in concert with the Defendants' illegal activities and actions as previously described.

65. Chris states and the fact is that their agreements to approve and proceed with:

(a) the Revised FEH Security Package;

(b) payment of the Bressi Fee;

(c) the Hillmount Financing; and

(d) such further and other approvals, agreements and authorizations as may be proven at trial were made:

(i) in reliance on the intentional and fraudulent misrepresentations that had been made to them by Jeff, Randy and Bressi as aforesaid together with such further and other evidence relating thereto as the Plaintiffs shall present to this Honorable Court at trial;

(ii) under duress, and induced because of the coercive actions of Jeff, Randy and Bressi as hereinbefore set out in this Claim together with such further

and other evidence relating thereto, as the Plaintiffs shall present to this Honorable Court at trial; and

(iii) in accordance with the terms of the Illegal Agreement which by its very nature is null and void, against public policy and should be subject to sanction by this Court;

66. Accordingly, the Plaintiffs state and the fact is that the Illegal Agreement and Illegal FEH Sale is illegal, improper and will constitute a conveyance of real property made with the intent to defeat, hinder, delay or defraud creditors or others of their lawful action are void as against such persons and therefore constitutes a fraudulent conveyance in breach of the provisions of the *Fraudulent Conveyances Act,* RSO 1990 Ch. F29.

67. In the alternative, Chris states and the fact is that based on those matters set out above relating to the Illegal Agreement, the Share Pledge Agreement is null and void and unenforceable and accordingly any attempts by any or all of the Defendants to take control, possession or ownership of the FEH Shares from Chris and Jeff (wo acquiesced) pursuant to said Share Pledge Agreement are therefore also illegal and unenforceable.

68. The oppressive conduct includes, without limitation:

(a) unilaterally and without authority entering into agreements for and on behalf of both CBJ and FEH that are nullities, void ab initio, against public policy, illegal and based on willful neglect and/or are fraudulent;

(b) completely ignoring Chris and others in their capacity as legal and beneficial shareholders of CBJ and FEH, by committing both corporations to those agreements referred to in (a) above despite their ongoing and continuous objections and dissent to same;

(c) failing to provide Chris with full disclosure of all matters relating to, *inter alia*, the Bressi Funding Agreement, the Revised FEH Security Package, the terms and conditions of the Share Pledge Agreement, the Illegal Agreement and the Illegal FEH Sale;

(d) obtaining funds from the Hillmount Loan for their own personal benefit without payment of any of those funds to Chris;

(e) unilaterally and without authority preventing Chris or other members of the CBJ Management team from being paid funds due and owing to them from CBJ and

FEH thereby depriving them of any source of funding to retain counsel or other professional advisors to contest steps taken pursuant to the enforcement of the Share Pledge Agreement or prevent the implementation thereof; and

(f) such further and other particulars as Chris shall provide prior to trial.

69. As previously stated, if the Illegal Agreement and Illegal FEH Sale closes with title and beneficial ownership of the FEH Lands or the FEH Shares have been or are transferred to Elena Salvatore, Vincent Salvatore, John Doe or XYZ Corp., CBJ may have no recourse against FEH for payment of the Management Fee or any other amounts that are currently due and owing to CBJ and will further deprive Chris and others of substantial value arising from their legal and/or beneficial share ownership in those corporations based on the actual and true market value of the FEH Lands.

70. In the further alternative, Chris states and the fact is that the actions taken by Jeff, Elena Salvatore and Vincent Salvatore Jr. constitute material and substantial "oppressive conduct" towards Chris in his capacity as a CBJ and FEH shareholder which permits judicial relief as per the provisions set out in the *OBCA*.

71. Accordingly, Chris is seeking an interim injunction to enjoin the Defendants from selling or otherwise dealing with the FEH Lands or FEH Shares or to any other parties pending the outcome of this Action. Chris states that:

(a) there is a serious issue to be tried – the alleged conspiracy to defraud Chris

(b) damages alone will not provide an adequate remedy, in that irreparable harm will be created if the interim injunction is not granted. No fair and reasonable redress would be available after trial if the FEH Lands are sold to a third party; and

(c) the balance of convenience favours the granting of the interim injunction.

72. Further, the Plaintiffs collectively state and the fact is that they are entitled to immediately charge the FEH Lands by way of a Certificate of Pending Litigation to secure the

FEH Lands and prevent the sale, financing or transfer of the FEH Lands and are further entitled to an order enjoining the transfer of the FEH shares pending the outcome of this Action.

CLAIMS

A. Conspiracy

73. The Defendants engaged in a conspiracy. Each of the individual Defendants conspired to profit from and harm Chris. The particulars of the Defendants' conduct in entering into the Illegal Agreement and the Share Pledge Agreement are described above.

74. The Defendants acted with the predominant purpose of harming Chris. They:

(a) mapped out the conspiracy and reached the Illegal Agreement on how to maximize the profits from the conspiracy, while minimizing the chances of getting caught;

(b) acted with the predominant purpose of harming Chris by stripping his interest in FEH; and

(c) if the sale of the FEH Lands or FEH Shares is not enjoined, they will have caused actual damage to Chris.

75. Similarly, the Defendants' orchestrated unlawful conduct which constituted a conspiracy. They:

(a) came to an agreement on how to proceed with the conspiracy and acted in combination with a common design of harming Chris, while profiting themselves;

(b) acted unlawfully, as set out above by entering into and carrying out the Illegal Agreement;

(c) directed their unlawful conduct toward Chris;

(d) knew they were harming Chris; and

(e) unless the sale of the FEH Lands or the FEH Shares is enjoined, the Defendants will in fact harm Chris.

76. Each of the Defendants played key roles in the conspiracy. While Jeff and Bressi were the puppeteers, the other Defendants played important roles and are accordingly, jointly and severally liable for all damages resulting from the conspiracy.

Breach of Fiduciary Duty and Knowing Assistance

77. Chris was at Jeff's mercy. Jeff had the ability to orchestrate the conspiracy. In his role as a director or FEH and as the trustee of the Burrell Family Trust, Jeff had the obligation to act in the best interests of FEH as well as make full and frank disclosure to Chris. Instead, Jeff acting with the other Defendants, developed a scheme to defraud Chris of more than $25 million, while destroying the Fort Erie Project, and leaving it with no cash to continue development.

78. FEH was insolvent at the time of Bressei's false promises to fund. Jeff knew that Bressi's representation regarding funding were false and that the Bressi Funding Agreement would never provide the necessary funding to FEH. None of the actions taken by Jeff were in the best interests of FEH and the Plaintiffs. They were purely self-motivated.

79. The remaining Defendants knew or ought to have known that Jeff was acting in breach of his fiduciary duties to FEH. Again, they assisted Jeff in his breaches and profited from that assistance.

Oppression

80. As a shareholder of FEH, Chris is a "complainant" for the purposes of section 248 of the OBCA.

81. Jeff's actions, as one of the directors of FEH, and the actions of Elena Salvatore and Vincent Salvatore as the current directors of FEH, were oppressive and have unfairly disregarded Chris' interests. FEH's business was the development of the FEH Lands and he always had the reasonable expectation that Jeff would act in his best interest toward the development of the FEH Lands.

82. Instead, Jeff used his position as a director or controlling mind of FEH to permit Jeff and the other Defendants to profit from the improvident sale the FEH Shares. Jeff has acted solely in his own interests, to Chris' detriment.

Restitution and Tracing

83. Chris pleads that all the Defendants have been unjustly enriched at Chris' expense and are liable to Chris for all amounts by which they have been unjustly enriched. Chris has been correspondingly deprived of the benefit of these amounts, and there is no juristic reason for the Defendants' enrichment. Chris pleads and rely upon the doctrine of unjust enrichment and claims that he is entitled to restitution from all the Defendants.

84. Chris pleads that the Defendants hold any amounts by which they have been unjustly enriched and the FEH Lands (by Elena Salvatore and Vincent Salvatore) as trust funds or trust assets pursuant to a constructive trust, and that Chris is the beneficiary of those funds and/or assets. Chris further pleads that, given the circumstances, there are no factors that would render the imposition of a constructive trust in favour of Chris unjust.

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

86. Chris seeks such orders as may be necessary to trace such misappropriated funds, including any such funds or assets currently held by or transferred to any of the Defendants, or transferred to individuals or entities not yet known to Chris.

87. Chris further seek orders requiring the Defendants to disgorge and/or pay restitution in relation to any benefit obtained directly or indirectly as a consequences of the fraud, breach of fiduciary duty, self-dealing, oppression or other improper conduct as pleaded herein, including any assets obtained with funds originating with or that should have been paid to Chris as a shareholder of FEH.

Fraudulent Concealment And Punitive Damages

88. The Defendants fraudulently concealed the Illegal Agreement, which constituted the conspiracy or scheme from Chris. At all material times, they took steps to conceal their conduct from Chris. The Defendants' conduct was unconscionable and designed to hide their unlawful actions.

89. The Defendants' conduct warrants punitive damages. The conspiracy is sufficiently described above. However, for the sake of completeness, the Defendants entered into the Illegal Agreement to siphon millions of dollars away from Chris in the improvident sale of the FEH Lands or FEH Shares to Elena Salvatore, Vincent Salvatore, John Doe and/or XYZ Corp. The Defendants took active steps to conceal the conspiracy.

90. These actions, among the many others described in the Claim, are independent, actionable wrongs, which were carefully designed to defraud Chris. This calculated and fraudulent conduct should offend the court's sense of decency. Pure compensatory damages (i.e., making the Defendants simply pay back what they took and stopping or reversing the sale of the FEH Lands or FEH Shares to either Elena Salvatore, Vincent Salvatore, John Doe or XYZ Corp.) is not enough. Punitive damages are necessary to denounce the Defendants' conduct and deter future parties from devising and carrying out similar schemes.

The Plaintiffs propose that this action be tried on the Commercial List in Toronto.

DATE OF ISSUE: July _____, 2024

GREG ROBERTS PC
1595 16th Avenue, Suite 301
Richmond Hill, ON L3B 3N9

Greg Roberts (LSO# 29644N)
Tel: 416-726-2099
Email: greg.roberts@roblaw.ca
Lawyer for the Plaintiffs

Schedule “A”

85 Crooks Street , Fort Erie and legally described as:

PIN 64233-0064 LT

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

CHRIS AGAGNIER
Plaintiff

- and -

CBJ-FORT ERIE HILLS INC. et al.
Defendants

Court File No. CV-24-

ONTARIO
SUPERIOR COURT OF JUSTICE
Proceeding commenced at Toronto
(Commercial List)

STATEMENT OF CLAIM

GREG ROBERTS PC
1595 16th Avenue, Suite 301
Richmond Hill, ON L4B 3N9

Greg Roberts (LSO# 29644N)
Tel: 416-726-2099
greg.roberts@roblaw.ca
Lawyer for the Plaintiffs

THIS IS **EXHIBIT "EEE"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

LRO # 59 **Charge/Mortgage** **Registered as SN662609** on 2021 02 23 at 16:19

The applicant(s) hereby applies to the Land Registrar. yyyy mm dd

Properties

PIN	64233 - 0064 LT *Interest/Estate* Fee Simple
Description	BLK R W/S CROOKS ST PL 525 VILLAGE OF BRIDGEBURG; LT 84 W/S CROOKS ST PL 525 VILLAGE OF BRIDGEBURG; PT BLK S W/S CROOKS ST PL 525 VILLAGE OF BRIDGEBURG; PT LT 8 CON 2 NIAGARA RIVER BERTIE AS IN RO461513 ; FORT ERIE
Address	85 CROOKS STREET FORT ERIE

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name	FORT ERIE HILLS INC.
Address for Service	3410 South Service Road, Lower Level, Burlington, Ontario L7N 3T2

I, Randy Hoffner (President), have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Chargee(s) *Capacity* *Share*

Name	2703738 ONTARIO LIMITED
Address for Service	c/o Helen Gladkykh, 2C-688 Hespeler Rd., Cambridge, Ontario, N1R 8N7

Provisions

Principal	$1,200,000.00	*Currency*	CDN
Calculation Period	monthly, not in advance		
Balance Due Date	2022/01/26		
Interest Rate	12.0% per annum		
Payments	$12,000.00		
Interest Adjustment Date	2021 01 26		
Payment Date	the 26th day of each and every month		
First Payment Date	2021 02 26		
Last Payment Date	2022 01 26		
Standard Charge Terms	200033		
Insurance Amount	Full insurable value		
Guarantor	CBJ Developments Inc., Christopher Agagnier, William Walton, Jeffrey Burrell, Salvatore Romeo, and Kimberley Zacharias		

Additional Provisions

See Schedules

Signed By

Elena Gladkykh	27 Foot Crescent Cambridge N1R 8M5	acting for Chargor(s)	Signed 2021 02 23

Tel 519-621-3217

Fax 519-622-4165

I have the authority to sign and register the document on behalf of the Chargor(s).

Submitted By

ELENA GLADKYKH	27 Foot Crescent Cambridge N1R 8M5	2021 02 23

Tel 519-621-3217

Fax 519-622-4165

Fees/Taxes/Payment

Statutory Registration Fee	$65.30
Total Paid	$65.30

ADDITIONAL PROVISIONS

1. **12 POST-DATED CHEQUES**

~~PROVIDED that the Chargors do hereby covenant and agree to provide to the Chargee upon the execution of this mortgage and annually thereafter on the anniversary date during the currency of this mortgage a series of twelve (12) post-dated cheques each in the amount of the monthly instalment due hereunder.~~

2. **SALES CLAUSE**

PROVIDED that if the Chargor, at any time, shall sell, transfer, convey or otherwise dispose of the herein described lands and building(s) without the prior consent of the Chargee, at the Chargee's option, the within mortgage shall immediately become due and payable in full including interest to the maturity date of the mortgage herein set forth.

3. **BY-LAW CONFORMITY AND OCCUPANCY CLAUSE**

PROVIDED that if at any time the said property and/or the building(s) located on the said property, do not comply with the municipal by-laws, or the by-laws of any other level of government and/or the building becomes unoccupied, then in either of these events the balance of the principal monies hereby secured, together with interest as herein provided shall forthwith become due and payable upon demand. PROVIDED further that nothing herein shall be construed so as to permit the Chargor the privilege of prepaying the said mortgage in whole or in part.

4. **ADMINISTRATIVE FEES**

a. In the event it is necessary for the Chargee to have a letter sent by the Chargee's solicitor to the Chargor because of default or non-payment, then the Chargor shall be charged the sum of $250.00 for such letter and such sum shall be a charge on the said lands and shall bear interest at the rate herein stated.

b. In the event that any of the Chargor's post-dated or pre-authorized cheques are not honoured when presented for payment to the Bank or Trust Company on which they are drawn, the Chargor shall pay to the Chargee for each such returned cheque the sum of $250.00 as a liquidated amount to cover the Chargee's administration costs and not as penalty and such sum shall be a charge upon the said lands and shall bear interest at the rate hereinbefore stated.

c. In the event that the Chargor fails to provide proof of insurance on annual basis the Chargee is entitled to charge the Chargor the sum of $250.00 as an administrative fee.

d. ~~Failure to provide postdated cheques will result in default and the Chargee will be entitled to charge the Chargor the sum of $250.00 and in addition will be entitled to commence default proceedings at the expense of the Chargor with all costs including but not limited to legal fees on a solicitor and client basis to be added to the principal balance then outstanding as of the date the bill is submitted to the Chargee~~.

5. **ADMINISTRATION FEES**

a. In the event that the Chargee is required by the Chargor or is otherwise required to provide a mortgage statement, there shall be an administrative fee of $200.00 for each such statement.

b. The Chargee shall have the exclusive right to prepare and execute the Discharge of Charge for this Charge/Mortgage of Land. The Chargor shall pay an additional $250.00 to the Chargee as an administrative fee for the preparation of the said Discharge of Charge.

6. **PREPAYMENT**

~~Provided that the Chargors are not in default herein, the Chargors have the right to prepay the whole amount of the principal herein then outstanding, upon a payment of three months' interest on the principal being prepaid as of the date of the prepayment, as a bonus and not as a penalty.~~

7. **INTEREST CALCULATION**

For the purpose of calculation of interest, any payment of principal received after 1:00 p.m. shall be deemed to have been received on the next following banking day.

x_____

8. **RENT AND MANAGEMENT**

PROVIDED, also, and it is hereby further agreed by and between the Chargor and the Chargee, that should default be made by the Chargor in the observance or performance of any of the covenants, provisos, agreements or conditions contained in this Mortgage, the Chargee reserves the right to enter into the said lands and premises and to receive the rents and profits and to be entitled to receive in addition to all other fees, charges and disbursements to which the Chargee is entitled, a management fee so as to reimburse the Chargee for reasonable time and trouble in the management of the said lands and premises it being understood and agreed that in the circumstances a management fee equal to $75.00 per day is a just and equitable fee, having regard to all of the circumstances.

9. **MATRIMONIAL HOME**

PROVIDED that in the event that any part of the properties herein becomes the matrimonial home of either of the Chargors herein, then the monies secured hereby shall become due and payable unless the spouse of such party consents to this mortgage and releases to the Chargee his or her interest herein.

10. **EXPROPRIATION**

PROVIDED that if the said lands shall be expropriated by any government, authority, body or corporation clothed with the powers of expropriation, the amount of the principal hereby secured remaining unpaid shall forthwith become due and payable together with interest at the said rate to the date of payment and together with a bonus equal to the sum of three months interest at the said rate calculated on the remaining principal balance from the said date of payment to the date the said principal sum or balance thereof remaining unpaid would otherwise under the provision of this mortgage become due and payable.

11. **DEFAULT PROCEEDINGS**

The Chargor agrees that should the Chargee commence legal action due to default under the Charge/Mortgage of Land that the Chargee shall be entitled to charge an additional fee equivalent to three months interest.

12. **DEFAULT OF OTHER CHARGES**

In the event that the Chargor is in default in any other Charge/Mortgage of Land registered as against the property herein charged, the Chargor shall be deemed to be in default under this Charge/Mortgage of Land and the Chargee shall have all of the remedies contained herein for a default under this Charge/Mortgage of Land.

13. **ADDITIONAL FEES**

The Chargor agrees that should the charge not be renewed or discharged on the maturity date, that the Chargee, at its option, shall be entitled to charge an additional fee equivalent to three (3) months interest.

14. The Chargor covenants and agrees that if collection or other legal proceedings are taken in connection with or to realize upon this security, an administrative fee of $500.00 shall be added to the Charge debt on each occasion such proceedings are so taken and said fee or fees, shall form a Charge upon the Charged Property in favour of the Chargee.

15. **SERVICING FEE**

In the event that the Chargee is called upon to pay any payment in order to protect its security position, including but not limited to the payment of Realty Taxes, Insurance Premiums, Condominium common expenses, principal, interest or costs under a prior mortgage, or any other expenses greater than five hundred ($500.00) dollars, it is agreed that such payment shall bear interest at eighteen (18%) percent per annum, calculated and compounded monthly and that there shall be a Service Charge of not less than $250.00 for making each such payment or payments.

16. **SEVERABILITY**

Should any clause and/or clauses contained in the Charge/Mortgage of Land be found to be illegal, void as against public policy or unenforceable in law, the offending clause or clauses as the case may be, is and or are to be severed from this Charge/Mortgage of Land and deemed never to be a part of this Charge/Mortgage of Land.

17. **CHARACTERIZATION OF FEES STIPULATED IN THIS SCHEDULE**

The Chargor agrees not to rely on the defences stipulated in section 8 of the Interest Act with respect to any fees stated in this Charge/Mortgage and the subject Schedule. The Chargor further agrees and confirms that any fees stated herein are pre-estimation of the Chargee's damages in case of the Chargor's default and do not contradict section 8 of the Interest Act. The parties contract out of the application of section 8 of the Interest Act to the terms indicated in the subject Charge/Mortgage and Schedule.

X_____

THIS IS **EXHIBIT "FFF"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

2802

LRO # 59 **Charge/Mortgage** **Registered as SN698784** on 2021 11 01 at 14:36

The applicant(s) hereby applies to the Land Registrar. yyyy mm dd Page 1 of 10

Properties

PIN 64233 - 0064 LT *Interest/Estate* Fee Simple

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

Address 85 CROOKS STREET
FORT ERIE

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name CBJ - FORT ERIE HILLS INC.

Address for Service 72 Babcombe Drive
Thornhill, Ontario L3T 1N1

I, Christopher Agagnier, Secretary, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Chargee(s) *Capacity* *Share*

Name BURRELL, JEFFREY Trustee

Address for Service 72 Babcombe Drive
Thornhill, Ontario L3T 1N1

Provisions

Principal $1,053,000.00 *Currency* CDN

Calculation Period

Balance Due Date On Demand, See Schedule

Interest Rate See Schedule

Payments

Interest Adjustment Date

Payment Date

First Payment Date

Last Payment Date

Standard Charge Terms

Insurance Amount Full insurable value

Guarantor

Additional Provisions

See Schedules

Signed By

Nicole Dawne Yap 3400-1 First Canadian Place
Toronto
M5X 1A4
acting for Chargor(s) Signed 2021 11 01

Tel 416-863-1200

Fax 416-863-1716

I have the authority to sign and register the document on behalf of the Chargor(s).

Submitted By

BENNETT JONES LLP 3400-1 First Canadian Place
Toronto
M5X 1A4
2021 11 01

Tel 416-863-1200

Fax 416-863-1716

Fees/Taxes/Payment

Statutory Registration Fee $66.30

Fees/Taxes/Payment

Total Paid	$66.30

File Number

Chargor Client File Number : 91848.4 (JD/NY)

SCHEDULE OF CHARGE TERMS

*Any charge in an electronic format of which these Charge Terms forms a part shall, collectively with these Charge Terms, hereinafter be referred to as the "**Charge**". The property legally described in such electronic charge is referred to as the "**Property**".*

Obligations Secured

1. This Charge is granted as security for the payment of the principal sum of ONE MILLION, FIFTY THREE THOUSAND DOLLARS ($1,053,000.00), which principal sum shall be payable on the earlier of six (6) months from the date of registration of this Charge, or the date that the Chargee demands payment. Prior to default or demand, interest shall accrue at a rate of fifteen (15%) percent per annum, calculated and compounded monthly, for the first six (6) months and at a rate of twenty-two and nine tenths (22.9%) per cent per annum, calculated and compounded monthly, thereafter.

Priority; Other Charges

2. Notwithstanding any other term to the contrary herein, this Charge shall be fully subordinate to all Charges secured by the Property from time to time (collectively the "**Senior Charges**"), provided that at no time shall the Senior Charges then in effect secure an amount in excess of FIVE MILLION DOLLARS ($5,000,000). The Chargee shall deliver customary subordination agreements and other further assurances as may be requested by the Chargor from time to time in connection with subordinations. Without limiting the generality of the foregoing, the Chargor shall be entitled to grant any additional charges (in addition to the Senior Charges) secured by the Property from time to time in such amounts as the Chargor may elect, without notice to the Chargee and without the Chargee's consent, provided such additional charges do not rank in priority to this Charge. Upon request by the Chargor from time to time, the Chargee shall deliver a status statement confirming the aggregate amount of indebtedness outstanding under this Charge.

Right to Charge the Land

3. The Chargor now has good right, full power and lawful and absolute authority to charge the land and to give the Charge to the Chargee upon the covenants contained in the Charge.

No Act to Encumber

4. The Chargor has not done, committed, executed or wilfully or knowingly suffered any act, deed, matter or thing whatsoever whereby or by means whereof the land, or any part or parcel thereof, is or shall or may be in any way impeached, charged, affected or encumbered in title, estate or otherwise, except as the records of the land registry office disclose or as otherwise disclosed in writing to the Chargee.

Good Title in Fee Simple

5. The Chargor, at the time of the delivery for registration of the Charge, is, and stands solely, rightfully and lawfully seized of a good, sure, perfect, absolute and indefeasible estate of inheritance, in fee simple, of and in the land and the premises described in the Charge and in every part and parcel thereof without any manner of trusts, reservations, limitations, provisos, conditions or any other matter or thing to alter, charge, change, encumber or defeat the same, except those contained in the original grant thereof from the Crown.

Promise to Pay and Perform

6. The Chargor will pay or cause to be paid to the Chargee the full principal amount in the manner of payment provided by the Charge, without any deduction or abatement, and shall do, observe, perform, fulfill and keep all the provisions, covenants, agreements and stipulations contained in the Charge and shall pay as they fall due all taxes, rates, levies, charges, assessments, utility and heating charges, municipal, local, parliamentary and otherwise which now are or may hereafter be imposed, charged or levied upon the land and when required shall produce for the Chargee receipts evidencing payment of the same.

Interest After Default

7. In case default shall be made in payment of any sum to become due for interest at the time provided for payment in the Charge, compound interest shall be payable and the sum in arrears for interest from time to time, as well after as before maturity, and both before and after default

and judgement, shall bear interest at the rate of **1.9% per month**. In case the interest and compound interest are not paid within the interest calculation period provided in the Charge from the time of default a rest shall be made, and compound interest at the rate provided for in the Charge shall be payable on the aggregate amount then due, as well after as before maturity, and so on from time to time, and all such interest and compound interest shall be a charge upon the land.

No Obligation to Advance

8. Neither the preparation, execution or registration of the Charge shall bind the Chargee to advance the principal amount secured, nor shall the advance of a part of the principal amount secured bind the Chargee to advance any unadvanced portion thereof, but nevertheless the security in the land shall take effect forthwith upon delivery for registration of the Charge by the Chargor. The expenses of the examination of the title and of the Charge and valuation are to be secured by the Charge in the event of the whole or any balance of the principal amount not being advanced, the same to be charged hereby upon the land, and shall be, without demand therefor, payable forthwith with interest at the rate provided for in the Charge, and in default the Chargee's power of sale hereby given, and all other remedies hereunder, shall be exercisable.

Costs Added to Principal

9. The Chargee may pay all premiums of insurance and all taxes, rates, levies, charges, assessments, utility and heating charges which shall from time to time fall due and be unpaid in respect of the land, and that such payments, together with all costs, charges, legal fees (as between solicitor and client) and expenses which may be incurred in taking, recovering and keeping possession of the land and of negotiating the Charge, investigating title, and registering the Charge and other necessary deeds, and generally in any other proceedings taken in connection with or to realize upon the security given in the Charge (including legal fees and real estate commissions and other costs incurred in leasing or selling the land or in exercising the power of entering, lease and sale contained in the Charge) shall be, with interest at the rate provided for in the Charge, a charge upon the land in favour of the Chargee pursuant to the terms of the Charge and the Chargee may pay or satisfy any lien, charge or encumbrance now existing or hereafter created or claimed upon the land, which payments with interest at the rate provided for in the Charge shall likewise be a charge upon the land in favour of the Chargee. Provided, and it is hereby further agreed, that all amounts paid by the Chargee as aforesaid shall be added to the principal amount secured by the Charge and shall be payable forthwith with interest at the rate provided for in the Charge, and on default all sums secured by the Charge shall immediately become due and payable at the option of the Chargee, and all powers in the Charge conferred shall become exercisable.

Power of Sale

10. The Chargee on default of payment for at least fifteen (15) days may, on at least thirty-five (35) days' notice in writing given to the Chargor, enter on and lease the land or sell the land. Such notice shall be given to such persons and in such manner and form and within such time as provided in the *Mortgages Act*. In the event that the giving of such notice shall not be required by law or to the extent that such requirements shall not be applicable, it is agreed that notice may be effectually given by leaving it with a grown-up person on the land, if occupied, or by placing it on the land if unoccupied, or at the option of the Chargee, by mailing it in a registered letter addressed to the Chargor at his last known address, or by publishing it once in a newspaper published in the county or district in which the land is situate; and such notice shall be sufficient although not addressed to any person or persons by name or designation; and notwithstanding that any person to be affected thereby may be unknown, unascertained or under disability. Provided further, that in case default be made in the payment of the principal amount or interest or any part thereof and such default continues for two months after any payment of either falls due then the Chargee may exercise the foregoing powers of entering, leasing or selling or any of them without any notice, it being understood and agreed, however, that if the giving of notice by the Chargee shall be required by law then notice shall be given to such persons and in such manner and form and within such time as so required by law. It is hereby further agreed that the whole or any part or parts of the land may be sold by public auction or private contract, or partly one or partly the other; and that the proceeds of any sale

hereunder may be applied first in payment of any costs, charges and expenses incurred in taking, recovering or keeping possession of the land or by reason of non-payment or procuring payment of monies, secured by the Charge or otherwise, and secondly in payment of all amounts of principal and interest owing under the Charge; and if any surplus shall remain after fully satisfying the claims of the Chargee as aforesaid same shall be paid as required by law. The Chargee may sell any of the land on such terms as to credit and otherwise as shall appear to him most advantageous and for such prices as can reasonably be obtained therefor and may make any stipulations as to title or evidence or commencement of title or otherwise which he shall deem proper, and may buy in or rescind or vary any contract for the sale of the whole or any part of the land and resell without being answerable for loss occasioned thereby, and in the case of a sale on credit the Chargee shall be bound to pay the Chargor only such monies as have been actually received from purchasers after the satisfaction of the claims of the Chargee and for any of said purposes may make and execute all agreements and assurances as he shall think fit. Any purchaser or lessee shall not be bound to see to the propriety or regularity of any sale or lease or be affected by express notice that any sale or lease is improper and no want of notice or publication when required hereby shall invalidate any sale or lease hereunder.

Quiet Possession

11. Upon default in payment of principal and interest under the Charge or in performance of any of the terms or conditions hereof, the Chargee may enter into and take possession of the land hereby charged and where the Chargee so enters on and takes possession or enters on and takes possession of the land on default as described in paragraph 9 herein the Chargee shall enter into, have, hold, use, occupy, possess and enjoy the land without the let, suit, hindrance, interruption or denial of the Chargor or any other person or persons whomsoever.

Right to Distrain

12. If the Chargor shall make default in payment of any part of the interest payable under the Charge at any of the dates or times fixed for the payment thereof, it shall be lawful for the Chargee to distrain therefor upon the land or any part thereof, and by distress warrant, to recover by way of rent reserved, as in the case of a demise of the land, so much of such interest as shall, from time to time, be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent. Provided that the Chargee may distrain for arrears of principal in the same manner as if the same were arrears of interest.

Further Assurances

13. From and after default in the payment of the principal amount secured by the Charge or the interest thereon or any part of such principal or interest or in the doing, observing, performing, fulfilling or keeping of some one or more of the covenants set forth in the Charge then and in every such case the Chargor and all and every other person whosoever having, or lawfully claiming, or who shall have or lawfully claim any estate, right, title, interest or trust of, in, to or out of the land shall, from time to time, and at all times thereafter, at the proper costs and charges of the Chargor make, do, suffer, execute, deliver, authorize and register, or cause or procure to be made, done, suffered, executed, delivered, authorized and registered, all and every such further and other reasonable act or acts, deed or deeds, devises, conveyances and assurances in the law for the further, better and more perfectly and absolutely conveying and assuring the land unto the Chargee as by the Chargee or his solicitor shall or may be lawfully and reasonably devised, advised or required.

Unapproved Sale

14. If the Chargor sells, transfers, disposes of, leases, charges or otherwise deals with the land in a manner that is not approved hereunder or otherwise approved by the Chargee, the principal amount secured by the Charge shall, at the option of the Chargee, immediately become due and payable. Notwithstanding the foregoing, the Chargor shall be entitled to transfer all or any portion of the Property, without the Chargee's consent, provided that the Chargor delivers notice of same to the Chargee and provided that such transferee agrees in favour of the Chargee to be bound by the terms of this Charge.

Partial Releases

15. The Chargee may at his discretion at all times release any part or parts of the land or any other security or any surety for the money secured under the Charge either with or without any sufficient consideration therefor, without responsibility therefor, and without thereby releasing any other part of the land or any person from the Charge or from any of the covenants contained in the Charge and without being accountable to the Chargor for the value thereof, or for any monies except those actually received by the Chargee. It is agreed that every part or lot into which the land is or may hereafter be divided does and shall stand charged with the whole money secured under the Charge and no person shall have the right to require the mortgage monies to be apportioned.

Obligation to Insure

16. The Chargor will immediately insure, unless already insured, and during the continuance of the Charge keep insured against loss or damage by fire, in such proportions upon each building as may be required by the Chargee, the buildings on the land to the amount of not less than their full insurable value on a replacement cost basis in dollars of lawful money of Canada. Such insurance shall be placed with a company approved by the Chargee. Buildings shall include all buildings whether now or hereafter erected on the land, and such insurance shall include not only insurance against loss or damage by fire but also insurance against loss or damage by explosion, tempest, tornado, cyclone, lightning and all other extended perils customarily provided in insurance policies including "all risks" insurance. The covenant to insure shall also include where appropriate or if required by the Chargee, boiler, plate glass, rental and public liability insurance in amounts and on terms satisfactory to the Chargee. Evidence of continuation of all such insurance having been effected shall be produced to the Chargee at least fifteen (15) days before the expiration thereof; otherwise the Chargee may provide therefor and charge the premium paid and interest thereon at the rate provided for in the Charge to the Chargor and the same shall be payable forthwith and shall also be a charge upon the land. It is further agreed that the Chargee may at any time require any insurance of the buildings to be cancelled and new insurance effected in a company to be named by the Chargee and also of his own accord may effect or maintain any insurance herein provided for, and any amount paid by the Chargee therefor shall be payable forthwith by the Chargor with interest at the rate provided for in the Charge and shall also be a charge upon the land. Policies of insurance herein required shall provide that loss, if any, shall be payable to the Chargee as his interest may appear, subject to the standard form of mortgage clause approved by the Insurance Bureau of Canada which shall be attached to the policy of insurance.

Obligation to Repair

17. The Chargor will keep the land and the buildings, erections and improvements thereon, in good condition and repair according to the nature and description thereof respectively, and the Chargee may, whenever he deems necessary, by his agent enter upon and inspect the land and make such repairs as he deems necessary, and the reasonable cost of such inspection and repairs with interest at the rate provided for in the Charge shall be added to the principal amount and be payable forthwith and be a charge upon the land prior to all claims thereon subsequent to the Charge. If the Chargor shall neglect to keep the buildings, erections and improvements in good condition and repair, or commits or permits any act of waste on the land (as to which the Chargee shall be sole judge) or makes default as to any of the covenants, provisos, agreements or conditions contained in the Charge or in any charge to which this Charge is subject, all monies secured by the Charge shall, at the option of the Chargee, forthwith become due and payable, and in default of payment of same with interest as in the case of payment before maturity the powers of entering upon and leasing or selling hereby given and all other remedies herein contained may be exercised forthwith.

Building Charge

18. If any of the principal amount to be advanced under the Charge is to be used to finance an improvement on the land, the Chargor must so inform the Chargee in writing immediately and before any advances are made under the Charge. The Chargor must also provide the Chargee immediately with copies of all contracts and subcontracts relating to the improvement and any amendments to them. The Chargor agrees that any improvement shall be made only according to contracts, plans and specifications approved in writing by the Chargee. The Chargor shall complete all such improvements as quickly as possible and provide the Chargee with proof of

payment of all contracts from time to time as the Chargee requires. The Chargee shall make advances (part payments of the principal amount) to the Chargor based on the progress of the improvement, until either completion and occupation or sale of the land. The Chargee shall determine whether or not any advances will be made and when they will be made. Whatever the purpose of the Charge may be, the Chargee may at its option hold back funds from advances until the Chargee is satisfied that the Chargor has complied with the holdback provisions of the *Construction Lien Act* as amended or re-enacted. The Chargor authorizes the Chargee to provide information about the Charge to any person claiming a construction lien on the land.

Extensions not to Prejudice

19. No extension of time given by the Chargee to the Chargor or anyone claiming under him, or any other dealing by the Chargee with the owner of the land or of any part thereof, shall in any way affect or prejudice the rights of the Chargee against the Chargor or any other person liable for the payment of the money secured by the Charge, and the Charge may be renewed by an agreement in writing at maturity for any term with or without an increased rate of interest notwithstanding that there may be subsequent encumbrances. It shall not be necessary to deliver for registration any such agreement in order to retain priority for the Charge so altered over any instrument delivered for registration subsequent to the Charge. Provided that nothing contained in this paragraph shall confer any right of renewal upon the Chargor.

No Merger of Covenants

20. The taking of a judgment or judgments on any of the covenants herein shall not operate as a merger of the covenants or affect the Chargee's right to interest at the rate and times provided for in the Charge; and further that any judgment shall provide that interest thereon shall be computed at the same rate and in the same manner as provided in the Charge until the judgment shall have been fully paid and satisfied.

Change in Status

21. Immediately after any change or happening affecting any of the following, namely: (a) the spousal status of the Chargor, (b) the qualification of the land as: a family residence within the meaning of Part II of the *Family Law Act*, and (c) the legal title or beneficial ownership of the land, the Chargor will advise the Chargee accordingly and furnish the Chargee with full particulars thereof, the intention being that the Chargee shall be kept fully informed of the names and addresses of the owner or owners for the time being of the land and of any spouse who is not an owner but who has a right of possession in the land by virtue of Section 19 of the *Family Law Act*. In furtherance of such intention, the Chargor covenants and agrees to furnish the Chargee with such evidence in connection with any of (a), (b) and (c) above as the Chargee may from time to time request.

Condominium Provisions

22. If the Charge is of land within a condominium registered pursuant to the *Condominium Act* (the "Act") the following provisions shall apply. The Chargor will comply with the Act, and with the declaration, by-laws and rules of the condominium corporation (the "corporation") relating to the Chargor's unit (the "unit") and provide the Chargee with proof of compliance from time to time as the Chargee may request. The Chargor will pay the common expenses for the unit to the corporation on the due dates. If the Chargee decides to collect the Chargor's contribution towards the common expenses from the Chargor, the Chargor will pay the same to the Chargee upon being so notified. The Chargee is authorized to accept a statement which appears to be issued by the corporation as conclusive evidence for the purpose of establishing the amounts of the common expenses and the dates those amounts are due. The Chargor, upon notice from the Chargee, will forward to the Chargee any notices, assessments, by-laws, rules and financial statements of the corporation that the Chargor receives or is entitled to receive from the corporation. The Chargor will maintain all improvements made to the unit and repair them after damage. In addition to the insurance which the corporation must obtain, the Chargor shall insure the unit against destruction or damage by fire and other perils usually covered in fire insurance policies and against such other perils as the Chargee requires for its full replacement cost (the maximum amount for which it can be insured). The insurance company and the terms of the policy shall be reasonably satisfactory to the Chargee. This provision supersedes the

provisions of paragraph 16 herein. The Chargor irrevocably authorizes the Chargee to exercise the Charger's rights under the Act to vote, consent and dissent.

Discharge

23. The Chargee shall have a reasonable time after payment in full of the amounts secured by the Charge to deliver for registration a discharge or if so requested and if required by law to do so, an assignment of the Charge and all legal and other expenses for preparation, execution and registration, as applicable to such discharge or assignment shall be paid by the Chargor.

Guarantee

24. Each party named in the Charge as a Guarantor hereby agrees with the Chargee as follows:

(a) In consideration of the Chargee advancing all or part of the principal amount to the Chargor, and in consideration of the sum of TWO DOLLARS ($2.00) of lawful money of Canada now paid by the Chargee to the Guarantor (the receipt and sufficiency whereof are hereby acknowledged), the Guarantor does hereby absolutely and unconditionally guarantee to the Chargee, and its successors, the due and punctual payment of all principal moneys, interest and other moneys owing on the security of the Charge and observance and performance of the covenants, agreements, terms and conditions herein contained by the Chargor, and the Guarantor, for himself and his successors, covenants with the Chargee that, if the Chargor shall at any time make default in the due and punctual payment of any moneys payable hereunder, the Guarantor will pay all such moneys to the Chargee without any demand being required to be made.

(b) Although as between the Guarantor and the Chargor, the Guarantor is only surety for the payment by the Chargor of the moneys hereby guaranteed, as between the Guarantor and the Chargee, the Guarantor shall be considered as primarily liable therefor and it is hereby further expressly declared that no release or releases of any portion or portions of the land; no indulgence shown by the Chargee in respect of any default by the Chargor or any successor thereof which may arise under the Charge; no extension or extensions granted by the Chargee to the Chargor or any successor thereof for payment of the moneys hereby secured or for the doing, observing or performing of any covenant, agreement, term or condition herein contained to be done, observed or performed by the Chargor or any successor thereof; no variation in or departure from the provisions of the Charge; no release of the Chargor or any other thing whatsoever whereby the Guarantor as surety only would or might have been released shall in any way modify, alter, vary or in any way prejudice the Chargee or affect the liability of the Guarantor in any way under this covenant, which shall continue and be binding on the Guarantor, and as well after as before maturity of the Charge and both before and after default and judgment, until the said moneys are fully paid and satisfied.

(c) Any payment by the Guarantor of any moneys under this guarantee shall not in any event be taken to affect the liability of the Chargor for payment thereof but such liability shall remain unimpaired and enforceable by the Guarantor against the Chargor and the Guarantor shall, to the extent of any such payments made by him, in addition to all other remedies, be subrogated as against the Chargor to all the rights, privileges and powers to which the Chargee was entitled prior to payment by the Guarantor; provided, nevertheless, that the Guarantor shall not be entitled in any event to rank for payment against the lands in competition with the Chargee and shall not, unless and until the whole of the principal, interest and other moneys owing on the security of the Charge shall have been paid, be entitled to any rights or remedies whatsoever in subrogation to the Chargee.

(d) All covenants, liabilities and obligations entered into or imposed hereunder upon the Guarantor shall be equally binding upon his successors. Where more than one party is named as a Guarantor all such covenants, liabilities and obligations shall be joint and several.

(e) The Chargee may vary any agreement or arrangement with or release the Guarantor, or any one or more of the Guarantors if more than one party is named as Guarantor, and grant extensions of time or otherwise deal with the Guarantor and his successors without any consent on the part of the Chargor or any other Guarantor or any successor thereof.

Severability

25. It is agreed that in the event that at any time any provision of the Charge is illegal or invalid under or inconsistent with provisions of any applicable statute, regulation thereunder or other applicable law or would by reason of the provisions of any such statute, regulation or other applicable law render the Chargee unable to collect the amount of any loss sustained by it as a result of making the loan secured by the Charge which it would otherwise be able to collect under such statute, regulation or other applicable law then, such provision shall not apply and shall be construed so as not to apply to the extent that it is so illegal, invalid or inconsistent or would so render the Chargee unable to collect the amount of any such loss.

Interpretation

26. In construing these covenants the words "Charge", "Chargee", "Chargor", "land" and "successor" shall have the meanings assigned to them in Section 1 of the *Land Registration Reform Act* and the words "Chargor" and "Chargee" and the personal pronouns "he" and "his" relating thereto and used therewith, shall be read and construed as "Chargor" or "Chargors", "Chargee" or "Chargees", and "he", "she", "they" or "it", "his", "her", "their" or "its", respectively, as the number and gender of the parties referred to in each case require, and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted. And that all rights, advantages, privileges, immunities, powers and things hereby secured to the Chargor or Chargors, Chargee or Chargees, shall be equally secured to and exercisable by his, her, their or its heirs, executors, administrators and assigns, or successors and assigns, as the case may be. The word "successor" shall also include successors and assigns of corporations including amalgamated and continuing corporations. And that all covenants, liabilities and obligations entered into or imposed hereunder upon the Chargor or Chargors, Chargee or Chargees, shall be equally binding upon, his, her, their or its heirs, executors, administrators and assigns, or successors and assigns, as the case may be, and that all such covenants and liabilities and obligations shall be joint and several.

Paragraph headings

27. The paragraph headings in these charge terms are inserted for convenience of reference only and are deemed not to form part of the Charge and are not to be considered in the construction or interpretation of the Charge or any part thereof.

Date of Charge

28. The Charge, unless otherwise specifically provided, shall be deemed to be dated as of the date of delivery for registration of the Charge.

Effect of Delivery of Charge

29. The delivery of the Charge for registration by direct electronic transfer shall have the same effect for all purposes as if such Charge were in written form, signed by the parties thereto and delivered to the Chargee. Each of the Chargor and, if applicable, the spouse of the Chargor and other party to the Charge agrees not to raise in any proceeding by the Chargee to enforce the Charge any want or lack of authority on the part of the person delivering the Charge for registration to do so.

Receiver

30. If and whenever the Chargee becomes entitled hereunder to enter into possession of the lands it may, in its discretion, by writing appoint a receiver (which term shall include a receiver and manager) of the lands or any part thereof and of the rents and profits thereof and may from time to time remove any receiver and appoint another in his stead, and in making any such appointment or appointments the Chargee shall be deemed to be acting as the attorney for the Chargor unless the Chargee indicates in writing a contrary intention. The following provisions shall apply in respect of the appointment of any receiver: such appointment may be made either before or after the Chargee shall have entered into or taken possession of the lands or any part thereof; such receiver may, in the discretion of the Chargee, be vested with all or any of the powers and discretions of the Chargee and shall have the power to borrow on the security of the lands; the Chargee may from time to time fix the remuneration of such receiver and direct

the payment thereof out of the proceeds of the lands; such receiver shall, so far as concerns the responsibility for his acts or omissions, be deemed the agent of the Chargor and in no event the agent of the Chargee and in making or consenting to such appointment the Chargee shall not incur any liability to the receiver for his remuneration or otherwise howsoever, other than for such damage caused by the gross negligence or willful misconduct of such receiver; and all moneys from time to time received by such receiver may be paid by him in his discretion; such receiver shall from time to time have the power to collect, realize, sell or otherwise deal with the lands in such manner, upon such terms and conditions and at such time or times as may seem to the receiver to be advisable and without notice to the Chargor; such receiver shall from time to time have the power to lease any portion of the lands which may become vacant for such term and subject to such provisions as the receiver may deem advisable or expedient and, in so doing, such receiver shall act as the attorney or agent for the Chargor (unless specifically appointed by the Chargee as the agent of the Chargee) and such receiver shall have authority to execute, under seal or otherwise, any leases, subleases or licenses of any such premises in the name of and on behalf of the Chargor and the Chargor undertakes to ratify and confirm whatever any such receiver may do in the premises; such receiver shall have full power to manage, operate, amend, repair, alter or extend the lands or any part thereof in the name of the Chargor for the purpose of securing the payment of rental from the lands or any part thereof, including the power to: (a) take proceedings in the name of the Chargor or otherwise and to make any arrangement or compromise; (b) borrow or raise money on all or any part of the lands in priority to this charge or otherwise for such purposes as may be approved by the Chargee; (c) give any and all notices to be given by the Chargor under any lease, sublease or license and exercise any and all rights of the Chargor thereunder; (d) do or cause to be done any and all acts and things under any lease, sublease or license and adjust and settle all matters relating to such performance; and (e) institute and prosecute all suits, proceedings and actions which the receiver in his opinion considers necessary for the proper protection of the lands, defend all suits, proceedings and actions against the Chargor or the receiver, appear in and conduct the prosecution and defense of any suit, proceeding or action then pending or thereafter instituted and appeal any suit, proceeding or action.

THIS IS **EXHIBIT "GGG"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

LRO # 59 **Charge/Mortgage** **Registered as SN698785** on 2021 11 01 at 14:36

The applicant(s) hereby applies to the Land Registrar. yyyy mm dd Page 1 of 10

Properties

PIN	64233 - 0064 LT	*Interest/Estate*	Fee Simple
Description	BLK R W/S CROOKS ST PL 525 VILLAGE OF BRIDGEBURG; LT 84 W/S CROOKS ST PL 525 VILLAGE OF BRIDGEBURG; PT BLK S W/S CROOKS ST PL 525 VILLAGE OF BRIDGEBURG; PT LT 8 CON 2 NIAGARA RIVER BERTIE AS IN RO461513 ; FORT ERIE		
Address	85 CROOKS STREET FORT ERIE		

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name	CBJ - FORT ERIE HILLS INC.
Address for Service	72 Babcombe Drive Thornhill, Ontario L3T 1N1

I, Jeffrey Burrell, President, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Chargee(s) *Capacity* *Share*

Name	ROMEO, SALVATORE	Trustee
Address for Service	947 Blind Creek Drive Shuniah, Ontario P7A 0C6	

Provisions

Principal	$621,000.00	*Currency*	CDN
Calculation Period			
Balance Due Date	On Demand, See Schedule		
Interest Rate	See Schedule		
Payments			
Interest Adjustment Date			
Payment Date			
First Payment Date			
Last Payment Date			
Standard Charge Terms			
Insurance Amount	Full insurable value		
Guarantor			

Additional Provisions

See Schedules

Signed By

Nicole Dawne Yap	3400-1 First Canadian Place Toronto M5X 1A4	acting for Chargor(s)	Signed 2021 11 01

Tel 416-863-1200

Fax 416-863-1716

I have the authority to sign and register the document on behalf of the Chargor(s).

Submitted By

BENNETT JONES LLP	3400-1 First Canadian Place Toronto M5X 1A4	2021 11 01

Tel 416-863-1200

Fax 416-863-1716

Fees/Taxes/Payment

Statutory Registration Fee	$66.30

Fees/Taxes/Payment

Total Paid	$66.30

File Number

Chargor Client File Number :	91848.4 (JD/NY)

SCHEDULE OF CHARGE TERMS

*Any charge in an electronic format of which these Charge Terms forms a part shall, collectively with these Charge Terms, hereinafter be referred to as the "**Charge**". The property legally described in such electronic charge is referred to as the "**Property**".*

Obligations Secured

1. This Charge is granted as security for the payment of the principal sum of SIX HUNDRED TWENTY-ONE THOUSAND DOLLARS ($621,000), which principal sum shall be payable on the earlier of six (6) months from the date of registration of this Charge, or the date that the Chargee demands payment. Prior to default or demand, interest shall accrue at a rate of fifteen (15%) percent per annum, calculated and compounded monthly, for the first six (6) months and at a rate of twenty-two and nine tenths (22.9%) per cent per annum, calculated and compounded monthly, thereafter.

Priority; Other Charges

2. Notwithstanding any other term to the contrary herein, this Charge shall be fully subordinate to all Charges secured by the Property from time to time (collectively the "**Senior Charges**"), provided that at no time shall the Senior Charges then in effect secure an amount in excess of FIVE MILLION DOLLARS ($5,000,000). The Chargee shall deliver customary subordination agreements and other further assurances as may be requested by the Chargor from time to time in connection with subordinations. Without limiting the generality of the foregoing, the Chargor shall be entitled to grant any additional charges (in addition to the Senior Charges) secured by the Property from time to time in such amounts as the Chargor may elect, without notice to the Chargee and without the Chargee's consent, provided such additional charges do not rank in priority to this Charge. Upon request by the Chargor from time to time, the Chargee shall deliver a status statement confirming the aggregate amount of indebtedness outstanding under this Charge.

Right to Charge the Land

3. The Chargor now has good right, full power and lawful and absolute authority to charge the land and to give the Charge to the Chargee upon the covenants contained in the Charge.

No Act to Encumber

4. The Chargor has not done, committed, executed or wilfully or knowingly suffered any act, deed, matter or thing whatsoever whereby or by means whereof the land, or any part or parcel thereof, is or shall or may be in any way impeached, charged, affected or encumbered in title, estate or otherwise, except as the records of the land registry office disclose or as otherwise disclosed in writing to the Chargee.

Good Title in Fee Simple

5. The Chargor, at the time of the delivery for registration of the Charge, is, and stands solely, rightfully and lawfully seized of a good, sure, perfect, absolute and indefeasible estate of inheritance, in fee simple, of and in the land and the premises described in the Charge and in every part and parcel thereof without any manner of trusts, reservations, limitations, provisos, conditions or any other matter or thing to alter, charge, change, encumber or defeat the same, except those contained in the original grant thereof from the Crown.

Promise to Pay and Perform

6. The Chargor will pay or cause to be paid to the Chargee the full principal amount in the manner of payment provided by the Charge, without any deduction or abatement, and shall do, observe, perform, fulfill and keep all the provisions, covenants, agreements and stipulations contained in the Charge and shall pay as they fall due all taxes, rates, levies, charges, assessments, utility and heating charges, municipal, local, parliamentary and otherwise which now are or may hereafter be imposed, charged or levied upon the land and when required shall produce for the Chargee receipts evidencing payment of the same.

Interest After Default

7. In case default shall be made in payment of any sum to become due for interest at the time provided for payment in the Charge, compound interest shall be payable and the sum in arrears for interest from time to time, as well after as before maturity, and both before and after default

and judgement, shall bear interest at the rate of **1.9% per month**. In case the interest and compound interest are not paid within the interest calculation period provided in the Charge from the time of default a rest shall be made, and compound interest at the rate provided for in the Charge shall be payable on the aggregate amount then due, as well after as before maturity, and so on from time to time, and all such interest and compound interest shall be a charge upon the land.

No Obligation to Advance

8. Neither the preparation, execution or registration of the Charge shall bind the Chargee to advance the principal amount secured, nor shall the advance of a part of the principal amount secured bind the Chargee to advance any unadvanced portion thereof, but nevertheless the security in the land shall take effect forthwith upon delivery for registration of the Charge by the Chargor. The expenses of the examination of the title and of the Charge and valuation are to be secured by the Charge in the event of the whole or any balance of the principal amount not being advanced, the same to be charged hereby upon the land, and shall be, without demand therefor, payable forthwith with interest at the rate provided for in the Charge, and in default the Chargee's power of sale hereby given, and all other remedies hereunder, shall be exercisable.

Costs Added to Principal

9. The Chargee may pay all premiums of insurance and all taxes, rates, levies, charges, assessments, utility and heating charges which shall from time to time fall due and be unpaid in respect of the land, and that such payments, together with all costs, charges, legal fees (as between solicitor and client) and expenses which may be incurred in taking, recovering and keeping possession of the land and of negotiating the Charge, investigating title, and registering the Charge and other necessary deeds, and generally in any other proceedings taken in connection with or to realize upon the security given in the Charge (including legal fees and real estate commissions and other costs incurred in leasing or selling the land or in exercising the power of entering, lease and sale contained in the Charge) shall be, with interest at the rate provided for in the Charge, a charge upon the land in favour of the Chargee pursuant to the terms of the Charge and the Chargee may pay or satisfy any lien, charge or encumbrance now existing or hereafter created or claimed upon the land, which payments with interest at the rate provided for in the Charge shall likewise be a charge upon the land in favour of the Chargee. Provided, and it is hereby further agreed, that all amounts paid by the Chargee as aforesaid shall be added to the principal amount secured by the Charge and shall be payable forthwith with interest at the rate provided for in the Charge, and on default all sums secured by the Charge shall immediately become due and payable at the option of the Chargee, and all powers in the Charge conferred shall become exercisable.

Power of Sale

10. The Chargee on default of payment for at least fifteen (15) days may, on at least thirty-five (35) days' notice in writing given to the Chargor, enter on and lease the land or sell the land. Such notice shall be given to such persons and in such manner and form and within such time as provided in the *Mortgages Act*. In the event that the giving of such notice shall not be required by law or to the extent that such requirements shall not be applicable, it is agreed that notice may be effectually given by leaving it with a grown-up person on the land, if occupied, or by placing it on the land if unoccupied, or at the option of the Chargee, by mailing it in a registered letter addressed to the Chargor at his last known address, or by publishing it once in a newspaper published in the county or district in which the land is situate; and such notice shall be sufficient although not addressed to any person or persons by name or designation; and notwithstanding that any person to be affected thereby may be unknown, unascertained or under disability. Provided further, that in case default be made in the payment of the principal amount or interest or any part thereof and such default continues for two months after any payment of either falls due then the Chargee may exercise the foregoing powers of entering, leasing or selling or any of them without any notice, it being understood and agreed, however, that if the giving of notice by the Chargee shall be required by law then notice shall be given to such persons and in such manner and form and within such time as so required by law. It is hereby further agreed that the whole or any part or parts of the land may be sold by public auction or private contract, or partly one or partly the other; and that the proceeds of any sale

hereunder may be applied first in payment of any costs, charges and expenses incurred in taking, recovering or keeping possession of the land or by reason of non-payment or procuring payment of monies, secured by the Charge or otherwise, and secondly in payment of all amounts of principal and interest owing under the Charge; and if any surplus shall remain after fully satisfying the claims of the Chargee as aforesaid same shall be paid as required by law. The Chargee may sell any of the land on such terms as to credit and otherwise as shall appear to him most advantageous and for such prices as can reasonably be obtained therefor and may make any stipulations as to title or evidence or commencement of title or otherwise which he shall deem proper, and may buy in or rescind or vary any contract for the sale of the whole or any part of the land and resell without being answerable for loss occasioned thereby, and in the case of a sale on credit the Chargee shall be bound to pay the Chargor only such monies as have been actually received from purchasers after the satisfaction of the claims of the Chargee and for any of said purposes may make and execute all agreements and assurances as he shall think fit. Any purchaser or lessee shall not be bound to see to the propriety or regularity of any sale or lease or be affected by express notice that any sale or lease is improper and no want of notice or publication when required hereby shall invalidate any sale or lease hereunder.

Quiet Possession

11. Upon default in payment of principal and interest under the Charge or in performance of any of the terms or conditions hereof, the Chargee may enter into and take possession of the land hereby charged and where the Chargee so enters on and takes possession or enters on and takes possession of the land on default as described in paragraph 9 herein the Chargee shall enter into, have, hold, use, occupy, possess and enjoy the land without the let, suit, hindrance, interruption or denial of the Chargor or any other person or persons whomsoever.

Right to Distrain

12. If the Chargor shall make default in payment of any part of the interest payable under the Charge at any of the dates or times fixed for the payment thereof, it shall be lawful for the Chargee to distrain therefor upon the land or any part thereof, and by distress warrant, to recover by way of rent reserved, as in the case of a demise of the land, so much of such interest as shall, from time to time, be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent. Provided that the Chargee may distrain for arrears of principal in the same manner as if the same were arrears of interest.

Further Assurances

13. From and after default in the payment of the principal amount secured by the Charge or the interest thereon or any part of such principal or interest or in the doing, observing, performing, fulfilling or keeping of some one or more of the covenants set forth in the Charge then and in every such case the Chargor and all and every other person whosoever having, or lawfully claiming, or who shall have or lawfully claim any estate, right, title, interest or trust of, in, to or out of the land shall, from time to time, and at all times thereafter, at the proper costs and charges of the Chargor make, do, suffer, execute, deliver, authorize and register, or cause or procure to be made, done, suffered, executed, delivered, authorized and registered, all and every such further and other reasonable act or acts, deed or deeds, devises, conveyances and assurances in the law for the further, better and more perfectly and absolutely conveying and assuring the land unto the Chargee as by the Chargee or his solicitor shall or may be lawfully and reasonably devised, advised or required.

Unapproved Sale

14. If the Chargor sells, transfers, disposes of, leases, charges or otherwise deals with the land in a manner that is not approved hereunder or otherwise approved by the Chargee, the principal amount secured by the Charge shall, at the option of the Chargee, immediately become due and payable. Notwithstanding the foregoing, the Chargor shall be entitled to transfer all or any portion of the Property, without the Chargee's consent, provided that the Chargor delivers notice of same to the Chargee and provided that such transferee agrees in favour of the Chargee to be bound by the terms of this Charge.

Partial Releases

15. The Chargee may at his discretion at all times release any part or parts of the land or any other security or any surety for the money secured under the Charge either with or without any sufficient consideration therefor, without responsibility therefor, and without thereby releasing any other part of the land or any person from the Charge or from any of the covenants contained in the Charge and without being accountable to the Chargor for the value thereof, or for any monies except those actually received by the Chargee. It is agreed that every part or lot into which the land is or may hereafter be divided does and shall stand charged with the whole money secured under the Charge and no person shall have the right to require the mortgage monies to be apportioned.

Obligation to Insure

16. The Chargor will immediately insure, unless already insured, and during the continuance of the Charge keep insured against loss or damage by fire, in such proportions upon each building as may be required by the Chargee, the buildings on the land to the amount of not less than their full insurable value on a replacement cost basis in dollars of lawful money of Canada. Such insurance shall be placed with a company approved by the Chargee. Buildings shall include all buildings whether now or hereafter erected on the land, and such insurance shall include not only insurance against loss or damage by fire but also insurance against loss or damage by explosion, tempest, tornado, cyclone, lightning and all other extended perils customarily provided in insurance policies including "all risks" insurance. The covenant to insure shall also include where appropriate or if required by the Chargee, boiler, plate glass, rental and public liability insurance in amounts and on terms satisfactory to the Chargee. Evidence of continuation of all such insurance having been effected shall be produced to the Chargee at least fifteen (15) days before the expiration thereof; otherwise the Chargee may provide therefor and charge the premium paid and interest thereon at the rate provided for in the Charge to the Chargor and the same shall be payable forthwith and shall also be a charge upon the land. It is further agreed that the Chargee may at any time require any insurance of the buildings to be cancelled and new insurance effected in a company to be named by the Chargee and also of his own accord may effect or maintain any insurance herein provided for, and any amount paid by the Chargee therefor shall be payable forthwith by the Chargor with interest at the rate provided for in the Charge and shall also be a charge upon the land. Policies of insurance herein required shall provide that loss, if any, shall be payable to the Chargee as his interest may appear, subject to the standard form of mortgage clause approved by the Insurance Bureau of Canada which shall be attached to the policy of insurance.

Obligation to Repair

17. The Chargor will keep the land and the buildings, erections and improvements thereon, in good condition and repair according to the nature and description thereof respectively, and the Chargee may, whenever he deems necessary, by his agent enter upon and inspect the land and make such repairs as he deems necessary, and the reasonable cost of such inspection and repairs with interest at the rate provided for in the Charge shall be added to the principal amount and be payable forthwith and be a charge upon the land prior to all claims thereon subsequent to the Charge. If the Chargor shall neglect to keep the buildings, erections and improvements in good condition and repair, or commits or permits any act of waste on the land (as to which the Chargee shall be sole judge) or makes default as to any of the covenants, provisos, agreements or conditions contained in the Charge or in any charge to which this Charge is subject, all monies secured by the Charge shall, at the option of the Chargee, forthwith become due and payable, and in default of payment of same with interest as in the case of payment before maturity the powers of entering upon and leasing or selling hereby given and all other remedies herein contained may be exercised forthwith.

Building Charge

18. If any of the principal amount to be advanced under the Charge is to be used to finance an improvement on the land, the Chargor must so inform the Chargee in writing immediately and before any advances are made under the Charge. The Chargor must also provide the Chargee immediately with copies of all contracts and subcontracts relating to the improvement and any amendments to them. The Chargor agrees that any improvement shall be made only according to contracts, plans and specifications approved in writing by the Chargee. The Chargor shall complete all such improvements as quickly as possible and provide the Chargee with proof of

payment of all contracts from time to time as the Chargee requires. The Chargee shall make advances (part payments of the principal amount) to the Chargor based on the progress of the improvement, until either completion and occupation or sale of the land. The Chargee shall determine whether or not any advances will be made and when they will be made. Whatever the purpose of the Charge may be, the Chargee may at its option hold back funds from advances until the Chargee is satisfied that the Chargor has complied with the holdback provisions of the *Construction Lien Act* as amended or re-enacted. The Chargor authorizes the Chargee to provide information about the Charge to any person claiming a construction lien on the land.

Extensions not to Prejudice

19. No extension of time given by the Chargee to the Chargor or anyone claiming under him, or any other dealing by the Chargee with the owner of the land or of any part thereof, shall in any way affect or prejudice the rights of the Chargee against the Chargor or any other person liable for the payment of the money secured by the Charge, and the Charge may be renewed by an agreement in writing at maturity for any term with or without an increased rate of interest notwithstanding that there may be subsequent encumbrances. It shall not be necessary to deliver for registration any such agreement in order to retain priority for the Charge so altered over any instrument delivered for registration subsequent to the Charge. Provided that nothing contained in this paragraph shall confer any right of renewal upon the Chargor.

No Merger of Covenants

20. The taking of a judgment or judgments on any of the covenants herein shall not operate as a merger of the covenants or affect the Chargee's right to interest at the rate and times provided for in the Charge; and further that any judgment shall provide that interest thereon shall be computed at the same rate and in the same manner as provided in the Charge until the judgment shall have been fully paid and satisfied.

Change in Status

21. Immediately after any change or happening affecting any of the following, namely: (a) the spousal status of the Chargor, (b) the qualification of the land as: a family residence within the meaning of Part II of the *Family Law Act*, and (c) the legal title or beneficial ownership of the land, the Chargor will advise the Chargee accordingly and furnish the Chargee with full particulars thereof, the intention being that the Chargee shall be kept fully informed of the names and addresses of the owner or owners for the time being of the land and of any spouse who is not an owner but who has a right of possession in the land by virtue of Section 19 of the *Family Law Act*. In furtherance of such intention, the Chargor covenants and agrees to furnish the Chargee with such evidence in connection with any of (a), (b) and (c) above as the Chargee may from time to time request.

Condominium Provisions

22. If the Charge is of land within a condominium registered pursuant to the *Condominium Act* (the "Act") the following provisions shall apply. The Chargor will comply with the Act, and with the declaration, by-laws and rules of the condominium corporation (the "corporation") relating to the Chargor's unit (the "unit") and provide the Chargee with proof of compliance from time to time as the Chargee may request. The Chargor will pay the common expenses for the unit to the corporation on the due dates. If the Chargee decides to collect the Chargor's contribution towards the common expenses from the Chargor, the Chargor will pay the same to the Chargee upon being so notified. The Chargee is authorized to accept a statement which appears to be issued by the corporation as conclusive evidence for the purpose of establishing the amounts of the common expenses and the dates those amounts are due. The Chargor, upon notice from the Chargee, will forward to the Chargee any notices, assessments, by-laws, rules and financial statements of the corporation that the Chargor receives or is entitled to receive from the corporation. The Chargor will maintain all improvements made to the unit and repair them after damage. In addition to the insurance which the corporation must obtain, the Chargor shall insure the unit against destruction or damage by fire and other perils usually covered in fire insurance policies and against such other perils as the Chargee requires for its full replacement cost (the maximum amount for which it can be insured). The insurance company and the terms of the policy shall be reasonably satisfactory to the Chargee. This provision supersedes the

provisions of paragraph 16 herein. The Chargor irrevocably authorizes the Chargee to exercise the Charger's rights under the Act to vote, consent and dissent.

Discharge

23. The Chargee shall have a reasonable time after payment in full of the amounts secured by the Charge to deliver for registration a discharge or if so requested and if required by law to do so, an assignment of the Charge and all legal and other expenses for preparation, execution and registration, as applicable to such discharge or assignment shall be paid by the Chargor.

Guarantee

24. Each party named in the Charge as a Guarantor hereby agrees with the Chargee as follows:

(a) In consideration of the Chargee advancing all or part of the principal amount to the Chargor, and in consideration of the sum of TWO DOLLARS ($2.00) of lawful money of Canada now paid by the Chargee to the Guarantor (the receipt and sufficiency whereof are hereby acknowledged), the Guarantor does hereby absolutely and unconditionally guarantee to the Chargee, and its successors, the due and punctual payment of all principal moneys, interest and other moneys owing on the security of the Charge and observance and performance of the covenants, agreements, terms and conditions herein contained by the Chargor, and the Guarantor, for himself and his successors, covenants with the Chargee that, if the Chargor shall at any time make default in the due and punctual payment of any moneys payable hereunder, the Guarantor will pay all such moneys to the Chargee without any demand being required to be made.

(b) Although as between the Guarantor and the Chargor, the Guarantor is only surety for the payment by the Chargor of the moneys hereby guaranteed, as between the Guarantor and the Chargee, the Guarantor shall be considered as primarily liable therefor and it is hereby further expressly declared that no release or releases of any portion or portions of the land; no indulgence shown by the Chargee in respect of any default by the Chargor or any successor thereof which may arise under the Charge; no extension or extensions granted by the Chargee to the Chargor or any successor thereof for payment of the moneys hereby secured or for the doing, observing or performing of any covenant, agreement, term or condition herein contained to be done, observed or performed by the Chargor or any successor thereof; no variation in or departure from the provisions of the Charge; no release of the Chargor or any other thing whatsoever whereby the Guarantor as surety only would or might have been released shall in any way modify, alter, vary or in any way prejudice the Chargee or affect the liability of the Guarantor in any way under this covenant, which shall continue and be binding on the Guarantor, and as well after as before maturity of the Charge and both before and after default and judgment, until the said moneys are fully paid and satisfied.

(c) Any payment by the Guarantor of any moneys under this guarantee shall not in any event be taken to affect the liability of the Chargor for payment thereof but such liability shall remain unimpaired and enforceable by the Guarantor against the Chargor and the Guarantor shall, to the extent of any such payments made by him, in addition to all other remedies, be subrogated as against the Chargor to all the rights, privileges and powers to which the Chargee was entitled prior to payment by the Guarantor; provided, nevertheless, that the Guarantor shall not be entitled in any event to rank for payment against the lands in competition with the Chargee and shall not, unless and until the whole of the principal, interest and other moneys owing on the security of the Charge shall have been paid, be entitled to any rights or remedies whatsoever in subrogation to the Chargee.

(d) All covenants, liabilities and obligations entered into or imposed hereunder upon the Guarantor shall be equally binding upon his successors. Where more than one party is named as a Guarantor all such covenants, liabilities and obligations shall be joint and several.

(e) The Chargee may vary any agreement or arrangement with or release the Guarantor, or any one or more of the Guarantors if more than one party is named as Guarantor, and grant extensions of time or otherwise deal with the Guarantor and his successors without any consent on the part of the Chargor or any other Guarantor or any successor thereof.

Severability

25. It is agreed that in the event that at any time any provision of the Charge is illegal or invalid under or inconsistent with provisions of any applicable statute, regulation thereunder or other applicable law or would by reason of the provisions of any such statute, regulation or other applicable law render the Chargee unable to collect the amount of any loss sustained by it as a result of making the loan secured by the Charge which it would otherwise be able to collect under such statute, regulation or other applicable law then, such provision shall not apply and shall be construed so as not to apply to the extent that it is so illegal, invalid or inconsistent or would so render the Chargee unable to collect the amount of any such loss.

Interpretation

26. In construing these covenants the words "Charge", "Chargee", "Chargor", "land" and "successor" shall have the meanings assigned to them in Section 1 of the *Land Registration Reform Act* and the words "Chargor" and "Chargee" and the personal pronouns "he" and "his" relating thereto and used therewith, shall be read and construed as "Chargor" or "Chargors", "Chargee" or "Chargees", and "he", "she", "they" or "it", "his", "her", "their" or "its", respectively, as the number and gender of the parties referred to in each case require, and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted. And that all rights, advantages, privileges, immunities, powers and things hereby secured to the Chargor or Chargors, Chargee or Chargees, shall be equally secured to and exercisable by his, her, their or its heirs, executors, administrators and assigns, or successors and assigns, as the case may be. The word "successor" shall also include successors and assigns of corporations including amalgamated and continuing corporations. And that all covenants, liabilities and obligations entered into or imposed hereunder upon the Chargor or Chargors, Chargee or Chargees, shall be equally binding upon, his, her, their or its heirs, executors, administrators and assigns, or successors and assigns, as the case may be, and that all such covenants and liabilities and obligations shall be joint and several.

Paragraph headings

27. The paragraph headings in these charge terms are inserted for convenience of reference only and are deemed not to form part of the Charge and are not to be considered in the construction or interpretation of the Charge or any part thereof.

Date of Charge

28. The Charge, unless otherwise specifically provided, shall be deemed to be dated as of the date of delivery for registration of the Charge.

Effect of Delivery of Charge

29. The delivery of the Charge for registration by direct electronic transfer shall have the same effect for all purposes as if such Charge were in written form, signed by the parties thereto and delivered to the Chargee. Each of the Chargor and, if applicable, the spouse of the Chargor and other party to the Charge agrees not to raise in any proceeding by the Chargee to enforce the Charge any want or lack of authority on the part of the person delivering the Charge for registration to do so.

Receiver

30. If and whenever the Chargee becomes entitled hereunder to enter into possession of the lands it may, in its discretion, by writing appoint a receiver (which term shall include a receiver and manager) of the lands or any part thereof and of the rents and profits thereof and may from time to time remove any receiver and appoint another in his stead, and in making any such appointment or appointments the Chargee shall be deemed to be acting as the attorney for the Chargor unless the Chargee indicates in writing a contrary intention. The following provisions shall apply in respect of the appointment of any receiver: such appointment may be made either before or after the Chargee shall have entered into or taken possession of the lands or any part thereof; such receiver may, in the discretion of the Chargee, be vested with all or any of the powers and discretions of the Chargee and shall have the power to borrow on the security of the lands; the Chargee may from time to time fix the remuneration of such receiver and direct

the payment thereof out of the proceeds of the lands; such receiver shall, so far as concerns the responsibility for his acts or omissions, be deemed the agent of the Chargor and in no event the agent of the Chargee and in making or consenting to such appointment the Chargee shall not incur any liability to the receiver for his remuneration or otherwise howsoever, other than for such damage caused by the gross negligence or willful misconduct of such receiver; and all moneys from time to time received by such receiver may be paid by him in his discretion; such receiver shall from time to time have the power to collect, realize, sell or otherwise deal with the lands in such manner, upon such terms and conditions and at such time or times as may seem to the receiver to be advisable and without notice to the Chargor; such receiver shall from time to time have the power to lease any portion of the lands which may become vacant for such term and subject to such provisions as the receiver may deem advisable or expedient and, in so doing, such receiver shall act as the attorney or agent for the Chargor (unless specifically appointed by the Chargee as the agent of the Chargee) and such receiver shall have authority to execute, under seal or otherwise, any leases, subleases or licenses of any such premises in the name of and on behalf of the Chargor and the Chargor undertakes to ratify and confirm whatever any such receiver may do in the premises; such receiver shall have full power to manage, operate, amend, repair, alter or extend the lands or any part thereof in the name of the Chargor for the purpose of securing the payment of rental from the lands or any part thereof, including the power to: (a) take proceedings in the name of the Chargor or otherwise and to make any arrangement or compromise; (b) borrow or raise money on all or any part of the lands in priority to this charge or otherwise for such purposes as may be approved by the Chargee; (c) give any and all notices to be given by the Chargor under any lease, sublease or license and exercise any and all rights of the Chargor thereunder; (d) do or cause to be done any and all acts and things under any lease, sublease or license and adjust and settle all matters relating to such performance; and (e) institute and prosecute all suits, proceedings and actions which the receiver in his opinion considers necessary for the proper protection of the lands, defend all suits, proceedings and actions against the Chargor or the receiver, appear in and conduct the prosecution and defense of any suit, proceeding or action then pending or thereafter instituted and appeal any suit, proceeding or action.

THIS IS **EXHIBIT "HHH"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

LRO # 59 **Charge/Mortgage** **Registered as SN714863** on 2022 02 25 at 10:04

The applicant(s) hereby applies to the Land Registrar. yyyy mm dd

Properties

PIN 64233 - 0064 LT *Interest/Estate* Fee Simple

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

Address 85 CROOKS STREET
FORT ERIE

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name CBJ - FORT ERIE HILLS INC.

Address for Service 72 Babcombe Drive Thornhill Ontario
L3T 1N1

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

Chargee(s) *Capacity* *Share*

Name 2703738 ONTARIO LIMITED

Address for Service 29-635 Saginaw Prkwy, Cambridge, Ontario, N1T 0C1

Provisions

Principal $2,500,000.00 *Currency* CDN

Calculation Period monthly, not in advance

Balance Due Date 2023/01/26

Interest Rate 12.0% per annum

Payments $25,000.00

Interest Adjustment Date 2022 01 26

Payment Date the 26th day of each and every month

First Payment Date 2022 02 26

Last Payment Date 2023 01 26

Standard Charge Terms 200033

Insurance Amount Full insurable value

Guarantor CBJ Developments Inc., Christopher Agagnier, William Walton, Jeffrey Burrell, Salvatore Romeo, and Kimberley Zacharias

Additional Provisions

See Schedules

Signed By

Elena Gladkykh 27 Foot Crescent
Cambridge
N1R 8M5 acting for Chargor(s) Signed 2022 02 25

Tel 519-621-3217

Fax 519-622-4165

I have the authority to sign and register the document on behalf of the Chargor(s).

Submitted By

ELENA GLADKYKH 27 Foot Crescent
Cambridge
N1R 8M5 2022 02 25

Tel 519-621-3217

Fax 519-622-4165

Fees/Taxes/Payment

Statutory Registration Fee	$66.30
Total Paid	$66.30

SCHEDULE OF ADDITIONAL PROVISIONS / CHARGE TERMS

*Any charge in an electronic format of which these Charge Terms forms a part shall, collectively with these Charge Terms, hereinafter be referred to as the "**Charge**". The property legally described in such electronic charge is referred to as the "**Property**".*

Right to Charge the Land

1. The Chargor now has good right, full power and lawful and absolute authority to charge the land and to give the Charge to the Chargee upon the covenants contained in the Charge.

No Act to Encumber

2. The Chargor has not done, committed, executed or wilfully or knowingly suffered any act, deed, matter or thing whatsoever whereby or by means whereof the land, or any part or parcel thereof, is or shall or may be in any way impeached, charged, affected or encumbered in title, estate or otherwise, except as the records of the land registry office disclose or as otherwise disclosed in writing to the Chargee.

Good Title in Fee Simple

3. The Chargor, at the time of the delivery for registration of the Charge, is, and stands solely, rightfully and lawfully seized of a good, sure, perfect, absolute and indefeasible estate of inheritance, in fee simple, of and in the land and the premises described in the Charge and in every part and parcel thereof without any manner of trusts, reservations, limitations, provisos, conditions or any other matter or thing to alter, charge, change, encumber or defeat the same, except those contained in the original grant thereof from the Crown.

Promise to Pay and Perform

4. The Chargor will pay or cause to be paid to the Chargee the full principal amount in the manner of payment provided by the Charge, without any deduction or abatement, and shall do, observe, perform, fulfill and keep all the provisions, covenants, agreements and stipulations contained in the Charge and shall pay as they fall due all taxes, rates, levies, charges, assessments, utility and heating charges, municipal, local, parliamentary and otherwise which now are or may hereafter be imposed, charged or levied upon the land and when required shall produce for the Chargee receipts evidencing payment of the same.

Interest After Default

5. In case default shall be made in payment of any sum to become due for interest at the time provided for payment in the Charge, compound interest shall be payable and the sum in arrears for interest from time to time, as well after as before maturity, and both before and after default and judgement, shall bear interest at the rate of **1.9% per month**. In case the interest and compound interest are not paid within the interest calculation period provided in the Charge from the time of default a rest shall be made, and compound interest at the rate provided for in the Charge shall be payable on the aggregate amount then due, as well after as before maturity, and so on from time to time, and all such interest and compound interest shall be a charge upon the land.

5(b). The Chargor agrees that should the Chargee commence legal action due to default

under the Charge/Mortgage of Land that the Chargee shall be entitled to charge an additional fee equivalent to three months interest.

5(c). In the event that the Chargor is in default in any other Charge/Mortgage of Land registered as against the property herein charged, the Chargor shall be deemed to be in default under this Charge/Mortgage of Land and the Chargee shall have all of the remedies contained herein for a default under this Charge/Mortgage of Land.

No Obligation to Advance

6. Neither the preparation, execution or registration of the Charge shall bind the Chargee to advance the principal amount secured, nor shall the advance of a part of the principal amount secured bind the Chargee to advance any unadvanced portion thereof, but nevertheless the security in the land shall take effect forthwith upon delivery for registration of the Charge by the Chargor. The expenses of the examination of the title and of the Charge and valuation are to be secured by the Charge in the event of the whole or any balance of the principal amount not being advanced, the same to be charged hereby upon the land, and shall be, without demand therefor, payable forthwith with interest at the rate provided for in the Charge, and in default the Chargee's power of sale hereby given, and all other remedies hereunder, shall be exercisable.

Costs Added to Principal

7. The Chargee may pay all premiums of insurance and all taxes, rates, levies, charges, assessments, utility and heating charges which shall from time to time fall due and be unpaid in respect of the land, and that such payments, together with all costs, charges, legal fees (as between solicitor and client) and expenses which may be incurred in taking, recovering and keeping possession of the land and of negotiating the Charge, investigating title, and registering the Charge and other necessary deeds, and generally in any other proceedings taken in connection with or to realize upon the security given in the Charge (including legal fees and real estate commissions and other costs incurred in leasing or selling the land or in exercising the power of entering, lease and sale contained in the Charge) shall be, with interest at the rate provided for in the Charge, a charge upon the land in favour of the Chargee pursuant to the terms of the Charge and the Chargee may pay or satisfy any lien, charge or encumbrance now existing or hereafter created or claimed upon the land, which payments with interest at the rate provided for in the Charge shall likewise be a charge upon the land in favour of the Chargee. Provided, and it is hereby further agreed, that all amounts paid by the Chargee as aforesaid shall be added to the principal amount secured by the Charge and shall be payable forthwith with interest at the rate provided for in the Charge, and on default all sums secured by the Charge shall immediately become due and payable at the option of the Chargee, and all powers in the Charge conferred shall become exercisable.

Administrative fees

8. (a) In the event it is necessary for the Chargee to have a letter sent by the Chargee's solicitor to the Chargor because of default or non-payment, then the Chargor shall be charged the sum of $350.00 for such letter and such sum shall be a charge on the said lands

and shall bear interest at the rate herein stated.
(b) In the event that any of the Chargor's post-dated or pre-authorized cheques are not honoured when presented for payment to the Bank or Trust Company on which they are drawn, the Chargor shall pay to the Chargee for each such returned cheque the sum of $350.00 as a liquidated amount to cover the Chargee's administration costs and not as penalty and such sum shall be a charge upon the said lands and shall bear interest at the rate hereinbefore stated.
(c) In the event that the Chargor fails to provide proof of insurance on annual basis the Chargee is entitled to charge the Chargor the sum of $500.00 as an administrative fee.
(d) In the event that the Chargee is required by the Chargor or is otherwise required to provide a mortgage statement, there shall be an administrative fee of $300.00 for each such statement.
(e) The Chargee shall have the exclusive right to prepare and execute the Discharge of Charge for this Charge/Mortgage of Land. The Chargor shall pay an additional $350.00 to the Chargee as an administrative fee for the preparation of the said Discharge of Charge.
(f) Interest Calculation: For the purpose of calculation of interest, any payment of principal received after 1:00 p.m. shall be deemed to have been received on the next following banking day.
(g) Should the charge not be renewed or discharged on the maturity date,
that the Chargee, at its option, shall be entitled to charge an additional fee equivalent to three (3) months interest.
(h If collection or other legal proceedings are taken in connection with or to realize upon this security, an administrative fee of $500.00 shall be added to the Charge debt on each occasion such proceedings are so taken and said fee or fees, shall form a Charge upon the Charged Property in favour of the Chargee.

Rent and Management

9. Should default be made by the Chargor in the observance or performance of any of the covenants, provisos, agreements or conditions contained in this Mortgage, the Chargee reserves the right to enter into the said lands and premises and to receive the rents and profits and to be entitled to receive in addition to all other fees, charges and disbursements to which the Chargee is entitled, a management fee so as to reimburse the Chargee for reasonable time and trouble in the management of the said lands and premises it being understood and agreed that in the circumstances a management fee equal to $150.00 per day is a just and equitable fee, having regard to all of the circumstances.
(i) In the event that the Chargee is called upon to pay any payment in order to protect its security position, including but not limited to the payment of Realty Taxes, Insurance Premiums, Condominium common expenses, principal, interest or costs under a prior mortgage, or any other expenses greater than five hundred ($500.00) dollars, it is agreed that such payment shall bear interest at eighteen (18%) percent per annum, calculated and compounded monthly and that there shall be a Service Charge of not

less than $250.00 for making each such payment or payments.
The Chargor agrees not to rely on the defences stipulated in section 8 of the Interest Act with respect to any fees stated in this Charge/Mortgage and the subject Schedule. The Chargor further agrees and confirms that any fees stated herein are pre-estimation of the Chargee's damages in case of the Chargor's default and do not contradict section 8 of the Interest Act. The parties contract out of the application of section 8 of the Interest Act to the terms indicated in the subject Charge/Mortgage and Schedule.

Power of Sale

10. The Chargee on default of payment for at least fifteen (15) days may, on at least thirty-five (35) days' notice in writing given to the Chargor, enter on and lease the land or sell the land. Such notice shall be given to such persons and in such manner and form and within such time as provided in the Mortgages Act. In the event that the giving of such notice shall not be required by law or to the extent that such requirements shall not be applicable, it is agreed that notice may be effectually given by leaving it with a grown-up person on the land, if occupied, or by placing it on the land if unoccupied, or at the option of the Chargee, by mailing it in a registered letter addressed to the Chargor at his last known address, or by publishing it once in a newspaper published in the county or district in which the land is situate; and such notice shall be sufficient although not addressed to any person or persons by name or designation; and notwithstanding that any person to be affected thereby may be unknown, unascertained or under disability. Provided further, that in case default be made in the payment of the principal amount or interest or any part thereof and such default continues for two months after any payment of either falls due then the Chargee may exercise the foregoing powers of entering, leasing or selling or any of them without any notice, it being understood and agreed, however, that if the giving of notice by the Chargee shall be required by law then notice shall be given to such persons and in such manner and form and within such time as so required by law. It is hereby further agreed that the whole or any part or parts of the land may be sold by public auction or private contract, or partly one or partly the other; and that the proceeds of any sale hereunder may be applied first in payment of any costs, charges and expenses incurred in taking, recovering or keeping possession of the land or by reason of non-payment or procuring payment of monies, secured by the Charge or otherwise, and secondly in payment of all amounts of principal and interest owing under the Charge; and if any surplus shall remain after fully satisfying the claims of the Chargee as aforesaid same shall be paid as required by law. The Chargee may sell any of the land on such terms as to credit and otherwise as shall appear to him most advantageous and for such prices as can reasonably be obtained therefor and may make any stipulations as to title or evidence or commencement of title or otherwise which he shall deem proper, and may buy in or rescind or vary any contract for the sale of the whole or any part of the land and resell without being answerable for loss occasioned thereby, and in the case of a sale on credit the Chargee shall be bound to pay the Chargor only such monies as have been actually received from purchasers after the satisfaction of the claims of the Chargee and for any of

said purposes may make and execute all agreements and assurances as he shall think fit. Any purchaser or lessee shall not be bound to see to the propriety or regularity of any sale or lease or be affected by express notice that any sale or lease is improper and no want of notice or publication when required hereby shall invalidate any sale or lease hereunder

Quiet Possession

11. Upon default in payment of principal and interest under the Charge or in performance of any of the terms or conditions hereof, the Chargee may enter into and take possession of the land hereby charged and where the Chargee so enters on and takes possession or enters on and takes possession of the land on default as described in paragraph 9 herein the Chargee shall enter into, have, hold, use, occupy, possess and enjoy the land without the let, suit, hindrance, interruption or denial of the Chargor or any other person or persons whomsoever.

Right to Distrain

12. If the Chargor shall make default in payment of any part of the interest payable under the Charge at any of the dates or times fixed for the payment thereof, it shall be lawful for the Chargee to distrain therefor upon the land or any part thereof, and by distress warrant, to recover by way of rent reserved, as in the case of a demise of the land, so much of such interest as shall, from time to time, be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent. Provided that the Chargee may distrain for arrears of principal in the same manner as if the same were arrears of interest.

Further Assurances

13. From and after default in the payment of the principal amount secured by the Charge or the interest thereon or any part of such principal or interest or in the doing, observing, performing, fulfilling or keeping of some one or more of the covenants set forth in the Charge then and in every such case the Chargor and all and every other person whosoever having, or lawfully claiming, or who shall have or lawfully claim any estate, right, title, interest or trust of, in, to or out of the land shall, from time to time, and at all times thereafter, at the proper costs and charges of the Chargor make, do, suffer, execute, deliver, authorize and register, or cause or procure to be made, done, suffered, executed, delivered, authorized and registered, all and every such further and other reasonable act or acts, deed or deeds, devises, conveyances and assurances in the law for the further, better and more perfectly and absolutely conveying and assuring the land unto the Chargee as by the Chargee or his solicitor shall or may be lawfully and reasonably devised, advised or required.

Unapproved Sale

14. If the Chargor sells, transfers, disposes of, leases, charges or otherwise deals with the land in a manner that is not approved hereunder or otherwise approved by the Chargee, the principal amount secured by the Charge shall, at the option of the Chargee, immediately become due and payable. Notwithstanding the foregoing, the Chargor shall

be entitled to transfer all or any portion of the Property, without the Chargee's consent, provided that the Chargor delivers notice of same to the Chargee and provided that such transferee agrees in favour of the Chargee to be bound by the terms of this Charge.

Partial Releases

15. The Chargee may at his discretion at all times release any part or parts of the land or any other security or any surety for the money secured under the Charge either with or without any sufficient consideration therefor, without responsibility therefor, and without thereby releasing any other part of the land or any person from the Charge or from any of the covenants contained in the Charge and without being accountable to the Chargor for the value thereof, or for any monies except those actually received by the Chargee. It is agreed that every part or lot into which the land is or may hereafter be divided does and shall stand charged with the whole money secured under the Charge and no person shall have the right to require the mortgage monies to be apportioned.

Obligation to Insure

16. The Chargor will immediately insure, unless already insured, and during the continuance of the Charge keep insured against loss or damage by fire, in such proportions upon each building as may be required by the Chargee, the buildings on the land to the amount of not less than their full insurable value on a replacement cost basis in dollars of lawful money of Canada. Such insurance shall be placed with a company approved by the Chargee. Buildings shall include all buildings whether now or hereafter erected on the land, and such insurance shall include not only insurance against loss or damage by fire but also insurance against loss or damage by explosion, tempest, tornado, cyclone, lightning and all other extended perils customarily provided in insurance policies including "all risks" insurance. The covenant to insure shall also include where appropriate or if required by the Chargee, boiler, plate glass, rental and public liability insurance in amounts and on terms satisfactory to the Chargee. Evidence of continuation of all such insurance having been effected shall be produced to the Chargee at least fifteen (15) days before the expiration thereof; otherwise the Chargee may provide therefor and charge the premium paid and interest thereon at the rate provided for in the Charge to the Chargor and the same shall be payable forthwith and shall also be a charge upon the land. It is further agreed that the Chargee may at any time require any insurance of the buildings to be cancelled and new insurance effected in a company to be named by the Chargee and also of his own accord may effect or maintain any insurance herein provided for, and any amount paid by the Chargee therefor shall be payable forthwith by the Chargor with interest at the rate provided for in the Charge and shall also be a charge upon the land. Policies of insurance herein required shall provide that loss, if any, shall be payable to the Chargee as his interest may appear, subject to the standard form of mortgage clause approved by the Insurance Bureau of Canada which shall be attached to the policy of insurance.

Obligation to Repair

17. The Chargor will keep the land and the buildings, erections and improvements thereon, in good condition and repair according to the nature and description thereof respectively, and the Chargee may, whenever he deems necessary, by his agent enter upon and inspect the land and make such repairs as he deems necessary, and the reasonable cost of such inspection and repairs with interest at the rate provided for in the Charge shall be added to the principal amount and be payable forthwith and be a charge upon the land prior to all claims thereon subsequent to the Charge. If the Chargor shall neglect to keep the buildings, erections and improvements in good condition and repair, or commits or permits any act of waste on the land (as to which the Chargee shall be sole judge) or makes default as to any of the covenants, provisos, agreements or conditions contained in the Charge or in any charge to which this Charge is subject, all monies secured by the Charge shall, at the option of the Chargee, forthwith become due and payable, and in default of payment of same with interest as in the case of payment before maturity the powers of entering upon and leasing or selling hereby given and all other remedies herein contained may be exercised forthwith.

Building Charge

18. If any of the principal amount to be advanced under the Charge is to be used to finance an improvement on the land, the Chargor must so inform the Chargee in writing immediately and before any advances are made under the Charge. The Chargor must also provide the Chargee immediately with copies of all contracts and subcontracts relating to the improvement and any amendments to them. The Chargor agrees that any improvement shall be made only according to contracts, plans and specifications approved in writing by the Chargee. The Chargor shall complete all such improvements as quickly as possible and provide the Chargee with proof of payment of all contracts from time to time as the Chargee requires. The Chargee shall make advances (part payments of the principal amount) to the Chargor based on the progress of the improvement, until either completion and occupation or sale of the land. The Chargee shall determine whether or not any advances will be made and when they will be made. Whatever the purpose of the Charge may be, the Chargee may at its option hold back funds from advances until the Chargee is satisfied that the Chargor has complied with the holdback provisions of the Construction Lien Act as amended or re-enacted. The Chargor authorizes the Chargee to provide information about the Charge to any person claiming a construction lien on the land.

Extensions not to Prejudice

19. No extension of time given by the Chargee to the Chargor or anyone claiming under him, or any other dealing by the Chargee with the owner of the land or of any part thereof, shall in any way affect or prejudice the rights of the Chargee against the Chargor or any other person liable for the payment of the money secured by the Charge, and the Charge may be renewed by an agreement in writing at maturity for any term with or without an increased rate of interest notwithstanding that there may be subsequent encumbrances. It shall not be necessary to deliver for registration

any such agreement in order to retain priority for the Charge so altered over any instrument delivered for registration subsequent to the Charge. Provided that nothing contained in this paragraph shall confer any right of renewal upon the Chargor.

No Merger of Covenants

20. The taking of a judgment or judgments on any of the covenants herein shall not operate as a merger of the covenants or affect the Chargee's right to interest at the rate and times provided for in the Charge; and further that any judgment shall provide that interest thereon shall be computed at the same rate and in the same manner as provided in the Charge until the judgment shall have been fully paid and satisfied.

Change in Status

21. Immediately after any change or happening affecting any of the following, namely: (a) the spousal status of the Chargor, (b) the qualification of the land as: a family residence within the meaning of Part II of the *Family Law Act*, and (c) the legal title or beneficial ownership of the land, the Chargor will advise the Chargee accordingly and furnish the Chargee with full particulars thereof, the intention being that the Chargee shall be kept fully informed of the names and addresses of the owner or owners for the time being of the land and of any spouse who is not an owner but who has a right of possession in the land by virtue of Section 19 of the *Family Law Act*. In furtherance of such intention, the Chargor covenants and agrees to furnish the Chargee with such evidence in connection with any of (a), (b) and (c) above as the Chargee may from time to time request.

Condominium Provisions

22. If the Charge is of land within a condominium registered pursuant to the *Condominium Act* (the "Act") the following provisions shall apply. The Chargor will comply with the Act, and with the declaration, by-laws and rules of the condominium corporation (the "corporation") relating to the Chargor's unit (the "unit") and provide the Chargee with proof of compliance from time to time as the Chargee may request. The Chargor will pay the common expenses for the unit to the corporation on the due dates. If the Chargee decides to collect the Chargor's contribution towards the common expenses from the Chargor, the Chargor will pay the same to the Chargee upon being so notified. The Chargee is authorized to accept a statement which appears to be issued by the corporation as conclusive evidence for the purpose of establishing the amounts of the common expenses and the dates those amounts are due. The Chargor, upon notice from the Chargee, will forward to the Chargee any notices, assessments, by-laws, rules and financial statements of the corporation that the Chargor receives or is entitled to receive from the corporation. The Chargor will maintain all improvements made to the unit and repair them after damage. In addition to the insurance which the corporation must obtain, the Chargor shall insure the unit against destruction or damage by fire and other perils usually covered in fire insurance policies and against such other perils as the Chargee requires for its full replacement cost (the maximum amount for which it can be insured). The insurance company and the terms of the policy shall be reasonably satisfactory to the Chargee. This provision supersedes the provisions of paragraph 16 herein. The Chargor irrevocably

authorizes the Chargee to exercise the Charger's rights under the Act to vote, consent and dissent.

Discharge

23. The Chargee shall have a reasonable time after payment in full of the amounts secured by the Charge to deliver for registration a discharge or if so requested and if required by law to do so, an assignment of the Charge and all legal and other expenses for preparation, execution and registration, as applicable to such discharge or assignment shall be paid by the Chargor.

Guarantee

24. Each party named in the Charge as a Guarantor hereby agrees with the Chargee as follows:

(a) In consideration of the Chargee advancing all or part of the principal amount to the Chargor, and in consideration of the sum of TWO DOLLARS ($2.00) of lawful money of Canada now paid by the Chargee to the Guarantor (the receipt and sufficiency whereof are hereby acknowledged), the Guarantor does hereby absolutely and unconditionally guarantee to the Chargee, and its successors, the due and punctual payment of all principal moneys, interest and other moneys owing on the security of the Charge and observance and performance of the covenants, agreements, terms and conditions herein contained by the Chargor, and the Guarantor, for himself and his successors, covenants with the Chargee that, if the Chargor shall at any time make default in the due and punctual payment of any moneys payable hereunder, the Guarantor will pay all such moneys to the Chargee without any demand being required to be made.

(b) Although as between the Guarantor and the Chargor, the Guarantor is only surety for the payment by the Chargor of the moneys hereby guaranteed, as between the Guarantor and the Chargee, the Guarantor shall be considered as primarily liable therefor and it is hereby further expressly declared that no release or releases of any portion or portions of the land; no indulgence shown by the Chargee in respect of any default by the Chargor or any successor thereof which may arise under the Charge; no extension or extensions granted by the Chargee to the Chargor or any successor thereof for payment of the moneys hereby secured or for the doing, observing or performing of any covenant, agreement, term or condition herein contained to be done, observed or performed by the Chargor or any successor thereof; no variation in or departure from the provisions of the Charge; no release of the Chargor or any other thing whatsoever whereby the Guarantor as surety only would or might have been released shall in any way modify, alter, vary or in any way prejudice the Chargee

or affect the liability of the Guarantor in any way under this covenant, which shall continue and be binding on the Guarantor, and as well after as before maturity of the Charge and both before and after default and judgment, until the said moneys are fully paid and satisfied.

(c) Any payment by the Guarantor of any moneys under this guarantee shall not in any event be taken to affect the liability of the Chargor for payment thereof but such liability shall remain unimpaired and enforceable by the Guarantor against the Chargor and the Guarantor shall, to the extent of any such payments made by him, in addition to all other remedies, be subrogated as against the Chargor to all the rights, privileges and powers to which the Chargee was entitled prior to payment by the Guarantor; provided, nevertheless, that the Guarantor shall not be entitled in any event to rank for payment against the lands in competition with the Chargee and shall not, unless and until the whole of the principal, interest and other moneys owing on the security of the Charge shall have been paid, be entitled to any rights or remedies whatsoever in subrogation to the Chargee.

(d) All covenants, liabilities and obligations entered into or imposed hereunder upon the Guarantor shall be equally binding upon his successors. Where more than one party is named as a Guarantor all such covenants, liabilities and obligations shall be joint and several.

(e) The Chargee may vary any agreement or arrangement with or release the Guarantor, or any one or more of the Guarantors if more than one party is named as Guarantor, and grant extensions of time or otherwise deal with the Guarantor and his successors without any consent on the part of the Chargor or any other Guarantor or any successor thereof.

Severability

25. It is agreed that in the event that at any time any provision of the Charge is illegal or invalid under or inconsistent with provisions of any applicable statute, regulation thereunder or other applicable law or would by reason of the provisions of any such statute, regulation or other applicable law render the Chargee unable to collect the amount of any loss sustained by it as a result of making the loan secured by the Charge which it would otherwise be able to collect under such statute, regulation or other applicable law then, such provision shall not apply and shall be construed so as not to apply to the extent that it is so illegal, invalid or inconsistent or would so render the Chargee unable to collect the amount of any such loss.

Interpretation

26. In construing these covenants the words "Charge", "Chargee", "Chargor", "land" and "successor" shall have the meanings assigned to them in Section 1 of the Land Registration Reform Act and the words "Chargor" and "Chargee" and the personal pronouns "he" and "his" relating thereto and used therewith, shall be read and construed as "Chargor" or "Chargors", "Chargee" or "Chargees", and "he", "she", "they" or "it", "his", "her", "their" or "its", respectively, as the number and gender of the parties referred to in each case require, and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted. And that all rights, advantages, privileges, immunities, powers and things hereby secured to the Chargor or Chargors, Chargee or Chargees, shall be equally secured to and exercisable by his, her, their or its heirs, executors, administrators and assigns, or successors and assigns, as the case may be. The word "successor" shall also include successors and assigns of corporations including amalgamated and continuing corporations. And that all covenants, liabilities and obligations entered into or imposed hereunder upon the Chargor or Chargors, Chargee or Chargees, shall be equally binding upon, his, her, their or its heirs, executors, administrators and assigns, or successors and assigns, as the case may be, and that all such covenants and liabilities and obligations shall be joint and several.

Paragraph headings

27. The paragraph headings in these charge terms are inserted for convenience of reference are deemed not to form part of the Charge and are not to be considered in the construction interpretation of the Charge or any part thereof.

Date of Charge

28. The Charge, unless otherwise specifically provided, shall be deemed to be dated as of the delivery for registration of the Charge.

Effect of Delivery of Charge

29. The delivery of the Charge for registration by direct electronic transfer shall have the same effect for all purposes as if such Charge were in written form, signed by the parties thereto and delivered to the Chargee. Each of the Chargor and, if applicable, the spouse of the Chargor and other party to the Charge agrees not to raise in any proceeding by the Chargee to enforce the Charge any want or lack of authority on the part of the person delivering the Charge for registration to do so.

Receiver

30. If and whenever the Chargee becomes entitled hereunder to enter into possession of the lands it may, in its discretion, by writing appoint a receiver (which term shall include a receiver and manager) of the lands or any part thereof and of the rents and profits thereof and may from time to time remove any receiver and appoint another in his stead, and in making any such appointment or appointments the Chargee shall be deemed to be acting as the attorney for the Chargor unless the Chargee indicates in writing a contrary intention. The following provisions shall apply in respect of the appointment of any receiver: such appointment may be made either before or after the Chargee shall have entered into or taken possession of the lands or any part thereof; such receiver may, in the discretion of the

Chargee, be vested with all or any of the powers and discretions of the Chargee and shall have the power to borrow on the security of the lands; the Chargee may from time to time fix the remuneration of such receiver and direct the payment thereof out of the proceeds of the lands; such receiver shall, so far as concerns the responsibility for his acts or omissions, be deemed the agent of the Chargor and in no event the agent of the Chargee and in making or consenting to such appointment the Chargee shall not incur any liability to the receiver for his remuneration or otherwise howsoever, other than for such damage caused by the gross negligence or willful misconduct of such receiver; and all moneys from time to time received by such receiver may be paid by him in his discretion; such receiver shall from time to time have the power to collect, realize, sell or otherwise deal with the lands in such manner, upon such terms and conditions and at such time or times as may seem to the receiver to be advisable and without notice to the Chargor; such receiver shall from time to time have the power to lease any portion of the lands which may become vacant for such term and subject to such provisions as the receiver may deem advisable or expedient and, in so doing, such receiver shall act as the attorney or agent for the Chargor (unless specifically appointed by the Chargee as the agent of the Chargee) and such receiver shall have authority to execute, under seal or otherwise, any leases, subleases or licenses of any such premises in the name of and on behalf of the Chargor and the Chargor undertakes to ratify and confirm whatever any such receiver may do in the premises; such receiver shall have full power to manage, operate, amend, repair, alter or extend the lands or any part thereof in the name of the Chargor for the purpose of securing the payment of rental from the lands or any part thereof, including the power to: (a) take proceedings in the name of the Chargor or otherwise and to make any arrangement or compromise; (b) borrow or raise money on all or any part of the lands in priority to this charge or otherwise for such purposes as may be approved by the Chargee; (c) give any and all notices to be given by the Chargor under any lease, sublease or license and exercise any and all rights of the Chargor thereunder; (d) do or cause to be done any and all acts and things under any lease, sublease or license and adjust and settle all matters relating to such performance; and (e) institute and prosecute all suits, proceedings and actions which the receiver in his opinion considers necessary for the proper protection of the lands, defend all suits, proceedings and actions against the Chargor or the receiver, appear in and conduct the prosecution and defense of any suit, proceeding or action then pending or thereafter instituted and appeal any suit, proceeding or action.

Expropriation

31. PROVIDED that if the said lands shall be expropriated by any government, authority, body or corporation clothed with the powers of expropriation, the amount of the principal hereby secured remaining unpaid shall forthwith become due and payable together with interest at the said rate to the date of payment and together with a bonus equal to the sum of three months interest at the said rate calculated on the remaining principal balance from the said date of payment to the date the said principal sum or balance thereof remaining unpaid would otherwise under the provision of this mortgage become due and payable.

Prepayment options

32. This is a fixed mortgage, closed for prepayment for the first nine (9) months of the term, after which time it is open for prepayment on any payment date without penalty or additional interest. Interest for the term to be pre-paid on closing (deducted from mortgage proceeds) for the first nine (9) months of the term. After that the borrower will be making monthly payments via wire transfers or direct deposits to the borrower's lawyer's trust account.

THIS IS **EXHIBIT "III"** REFERRED TO IN THE AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

2840

LRO # 59 **Postponement Of Interest** **Registered as SN714864** on 2022 02 25 at 10:04

The applicant(s) hereby applies to the Land Registrar. yyyy mm dd Page 1 of 1

Properties

PIN 64233 - 0064 LT

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

Address 85 CROOKS STREET
FORT ERIE

Source Instruments

Registration No.	*Date*	*Type of Instrument*
SN698784	2021 11 01	Charge/Mortgage

Party From(s)

Name BURRELL, JEFFREY

Address for Service 72 Babcombe Drive Thornhill, Ontario
L3T 1N1

This document is not authorized under Power of Attorney by this party.

Party To(s) *Capacity* *Share*

Name 2703738 ONTARIO LIMITED

Address for Service 29-635 Saginaw Parkway, Cambridge, Ontario N1T 0C1

Statements

The applicant postpones the rights under the selected instrument to the rights under an instrument registered as number SN714863 registered on 2022/02/25

Signed By

Elena Gladkykh	27 Foot Crescent Cambridge N1R 8M5	acting for Party From(s)	First Signed	2022 02 04
Tel 519-621-3217				
Fax 519-622-4165				
Elena Gladkykh	27 Foot Crescent Cambridge N1R 8M5	acting for Party From(s)	Last Signed	2022 03 10
Tel 519-621-3217				
Fax 519-622-4165				

I have the authority to sign and register the document on behalf of the Party From(s).

Submitted By

ELENA GLADKYKH	27 Foot Crescent Cambridge N1R 8M5	2022 03 11
Tel 519-621-3217		
Fax 519-622-4165		

Fees/Taxes/Payment

Statutory Registration Fee	$66.30
Total Paid	$66.30

2842

LRO # 59 **Postponement Of Interest** **Registered as SN714865** on 2022 02 25 at 10:04

The applicant(s) hereby applies to the Land Registrar. yyyy mm dd Page 1 of 1

Properties

PIN 64233 - 0064 LT

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

Address 85 CROOKS STREET
FORT ERIE

Source Instruments

Registration No.	*Date*	*Type of Instrument*
SN698785	2021 11 01	Charge/Mortgage

Party From(s)

Name ROMEO, SALVATORE

Address for Service 947 Blind Creek Drive Shuniah, Ontario
P7A 0C6

This document is not authorized under Power of Attorney by this party.

Party To(s) *Capacity* *Share*

Name 2703738 ONTARIO LIMITED

Address for Service 29-635 Saginaw Parkway, Cambridge, Ontario N1T 0C1

Statements

The applicant postpones the rights under the selected instrument to the rights under an instrument registered as number SN714863 registered on 2022/02/25

Signed By

Elena Gladkykh 27 Foot Crescent
Cambridge
N1R 8M5 acting for Party From(s) Signed 2022 02 04

Tel 519-621-3217

Fax 519-622-4165

I have the authority to sign and register the document on behalf of the Party From(s).

Submitted By

ELENA GLADKYKH 27 Foot Crescent
Cambridge
N1R 8M5 2022 02 25

Tel 519-621-3217

Fax 519-622-4165

Fees/Taxes/Payment

Statutory Registration Fee	$66.30
Total Paid	$66.30

2844

LRO # 59 **Postponement Of Interest** **Registered as SN714866** on 2022 02 25 at 10:04

The applicant(s) hereby applies to the Land Registrar. yyyy mm dd

Properties

PIN 64233 - 0064 LT

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

Address 85 CROOKS STREET
FORT ERIE

Source Instruments

Registration No.	*Date*	*Type of Instrument*
SN698786	2021 11 01	Charge/Mortgage

Party From(s)

Name FORT ERIE HILLS INC.

Address for Service 77 City Centre Drive, #605 Mississauga,
ON, L5B 1M5

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

Party To(s) *Capacity* *Share*

Name 2703738 ONTARIO LIMITED

Address for Service 29-635 Saginaw Parkway, Cambridge, Ontario N1T 0C1

Statements

The applicant postpones the rights under the selected instrument to the rights under an instrument registered as number SN714863 registered on 2022/02/25

Signed By

Elena Gladkykh 27 Foot Crescent
Cambridge
N1R 8M5 acting for Party From(s) Signed 2022 02 04

Tel 519-621-3217

Fax 519-622-4165

I have the authority to sign and register the document on behalf of the Party From(s).

Submitted By

ELENA GLADKYKH 27 Foot Crescent
Cambridge
N1R 8M5 2022 02 25

Tel 519-621-3217

Fax 519-622-4165

Fees/Taxes/Payment

Statutory Registration Fee $66.30

Total Paid $66.30

THIS IS **EXHIBIT "JJJ"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

LRO # 59 **Transfer Of Charge** **Registered as SN732415** on 2022 06 29 at 10:54

The applicant(s) hereby applies to the Land Registrar. yyyy mm dd

Properties

PIN 64233 - 0064 LT

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

Address 85 CROOKS STREET
FORT ERIE

Source Instruments

Registration No.	*Date*	*Type of Instrument*
SN714863	2022 02 25	Charge/Mortgage

Transferor(s)

This transfer of charge affects all lands that the charge is against which are outstanding.

Name 2703738 ONTARIO LIMITED

Address for Service 29-635 Saginaw Parkway, Cambridge,
Ontario, N1T 0C1

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

Transferee(s) *Capacity* *Share*

Name 2229815 ONTARIO LTD.

Address for Service 1801 Biscayne Drive, Cambridge, Ontario,N3H 4R2

Statements

The chargee transfers the selected charge for $2.00

This document relates to registration number(s)SN714863

Signed By

Elena Gladkykh	29-635 Saginaw Parkway Cambridge N1T 0C1	acting for Transferor(s)	Signed	2022 06 29

Tel 519-721-1818

Fax 519-622-4165

I have the authority to sign and register the document on behalf of all parties to the document.

Elena Gladkykh	29-635 Saginaw Parkway Cambridge N1T 0C1	acting for Transferee(s)	Signed	2022 06 29

Tel 519-721-1818

Fax 519-622-4165

I have the authority to sign and register the document on behalf of all parties to the document.

Submitted By

ELENA GLADKYKH	29-635 Saginaw Parkway Cambridge N1T 0C1	2022 06 29

Tel 519-721-1818

Fax 519-622-4165

Fees/Taxes/Payment

Statutory Registration Fee	$66.30
Total Paid	$66.30

THIS IS **EXHIBIT "KKK"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

Electronically issued / Délivré par voie électronique : 20-Dec-2024
Toronto Superior Court of Justice / Cour supérieure de justice

Court File No. CV-24-00730993-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF SECTION 243(1) OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, C.B-3, AS AMENDED, AND SECTION 101 OF THE COURTS OF Justice ACT, R.S.O. 1990 C. C.43, AS AMENDED

THE HONOURABLE	)	THURSDAY, THE 19TH
	)	
JUSTICE CAVANAGH	)	DAY OF DECEMBER, 2024

HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.

Applicant

- and -

CBJ – FORT ERIE HILLS INC.

Respondent

ORDER
(Appointing Receiver)

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing TDB Restructuring Limited ("**TDB**") as receiver and manager (in such capacity, the "**Receiver**") without security, of all of the assets, undertakings and properties of CBJ – Fort Erie Hills Inc. (the "**Debtor**"), including, without limitation, the real property municipally known as 85-87 Crooks St and 0 Thompson Road, Fort Erie, Ontario and legally described at Schedule "A" (the "**Real Property**"), was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

ON READING the affidavit of Yitzhak (Yitz) Levinson sworn November 28, 2024 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant and counsel for

Electronically issued / Délivré par voie électronique : 20-Dec-2024
Toronto Superior Court of Justice / Cour supérieure de justice
Court File No./N° du dossier du greffe : CV-24-00730993-00CL

the Respondent, and on reading the consent of TDB to act as the Receiver, the Affidavit of Service of Daniel Alievsky sworn November 29, 2024, the Affidavit of Service of Norman Ng sworn December 3, 2024, the Affidavits of Service of Christopher Maniaci sworn December 17, 2024, the Affidavit of Service of Sidney Dean Sveinson sworn December 17, 2024 and the Affidavit of Service of Daniel Alievsky sworn December 18, 2024.

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, TDB is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, and all proceeds thereof, including, without limitation, the Real Property (the "**Property**").

RECEIVER'S POWERS

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

(a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

(b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement or renewal of such insurance coverage as may be necessary or desirable;

Electronically issued / Délivré par voie électronique : 20-Dec-2024
Toronto Superior Court of Justice / Cour supérieure de justice

(c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor in respect of the Property and any offers or agreements that were accepted or entered into by the Debtor regarding the sale of the Property or the conveyance of any interest of the Debtor in the Property;

(d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

(e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;

(f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;

(g) to settle, extend or compromise any indebtedness owing to the Debtor;

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;

(i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed

Electronically issued / Délivré par voie électronique : 20-Dec-2024
Toronto Superior Court of Justice / Cour supérieure de justice
Court File No./N° du dossier du greffe : CV-24-00730993-00CL

shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

(j) to market any or all of the Property, including advertising, listing the Real Property on a multiple listing service and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

(i) without the approval of this Court in respect of any transaction not exceeding $100,000.00, provided that the aggregate consideration for all such transactions does not exceed $500,000.00; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required;

(l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

Electronically issued / Délivré par voie électronique : 20-Dec-2024
Toronto Superior Court of Justice / Cour supérieure de justice
Court File No./N° du dossier du greffe : CV-24-00730993-00CL

(o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

(p) to take steps and actions necessary to maintain or prepare the Property for realization, including arranging for any repairs and maintenance as necessary;

(q) to enter into agreements with any trustee in bankruptcy that may be appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;

(r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and

(s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

Electronically issued / Délivré par voie électronique : 20-Dec-2024
Toronto Superior Court of Justice / Cour supérieure de justice
Court File No./N° du dossier du greffe : CV-24-00730993-00CL

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, including but not limited to any reports in respect of the Real Property, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. **THIS COURT ORDERS** that the Receiver shall provide any landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain

Electronically issued / Délivré par voie électronique : 20-Dec-2024
Toronto Superior Court of Justice / Cour supérieure de justice
Court File No./N° du dossier du greffe : CV-24-00730993-00CL

on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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

Electronically issued / Délivré par voie électronique : 20-Dec-2024
Toronto Superior Court of Justice / Cour supérieure de justice
Court File No./N° du dossier du greffe : CV-24-00730993-00CL

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor 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 Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

14. **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such

Electronically issued / Délivré par voie électronique : 20-Dec-2024
Toronto Superior Court of Justice / Cour supérieure de justice
Court File No./N° du dossier du greffe : CV-24-00730993-00CL

amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, 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 Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers

Electronically issued / Délivré par voie électronique : 20-Dec-2024
Toronto Superior Court of Justice / Cour supérieure de justice
Court File No./N° du dossier du greffe : CV-24-00730993-00CL

under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

18. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

20. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

Electronically issued / Délivré par voie électronique : 20-Dec-2024
Toronto Superior Court of Justice / Cour supérieure de justice
Court File No./N° du dossier du greffe : CV-24-00730993-00CL

FUNDING OF THE RECEIVERSHIP

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow from the Applicant by way of advances, a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed $250,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

23. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "B" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

24. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

25. **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-

Electronically issued / Délivré par voie électronique : 20-Dec-2024
Toronto Superior Court of Justice / Cour supérieure de justice
Court File No./N° du dossier du greffe : CV-24-00730993-00CL

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: https://tdbadvisory.ca/insolvency-case/cbj-fort-erie-hills-inc/.

26. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor 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

27. **THIS COURT ORDERS** that the Receiver may retain solicitors to represent and advise the Receiver in connection with the exercise of the Receiver's powers and duties, including without limitation, those conferred by this Order. Such solicitors may include Folger Rubinoff LLP and Thornton Grout Finnigan LLP, solicitors for the Applicant herein, in respect of any matter where there is no conflict of interest. The Receiver shall, however, retain independent solicitors in respect of any legal advice or services where a conflict exists or may arise.

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

29. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

30. **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

Electronically issued / Délivré par voie électronique : 20-Dec-2024
Toronto Superior Court of Justice / Cour supérieure de justice
Court File No./N° du dossier du greffe : CV-24-00730993-00CL

effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

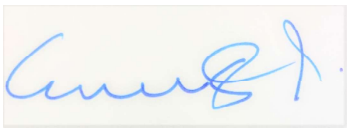
31. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

32. **THIS COURT ORDERS** that the Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

33. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

REGISTRATION ON TITLE

34. **THIS COURT ORDERS** that, as soon as practicable, the Land Registry Office for the Land Titles Division of Niagara South (LRO #59) accept this Order for registration on title to the Real Property.



Electronically issued / Délivré par voie électronique : 20-Dec-2024
Toronto Superior Court of Justice / Cour supérieure de justice

SCHEDULE "A"

LEGAL DESCRIPTION OF THE REAL PROPERTY

PIN 64233-0064 (LT)

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

Electronically issued / Délivré par voie électronique : 20-Dec-2024
Toronto Superior Court of Justice / Cour supérieure de justice

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT $_____

1. THIS IS TO CERTIFY that TDB Restructuring Limited, the receiver (the "**Receiver**") of the assets, undertakings and properties of CBJ – Fort Erie Hills Inc. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the 19th day of December, 2024 (the "**Order**") made in an application having Court File No. CV-24-00730993-00CL, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of $_____, being part of the total principal sum of $_____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

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

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

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

Electronically issued / Délivré par voie électronique : 20-Dec-2024
Toronto Superior Court of Justice / Cour supérieure de justice

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

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

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

DATED the _____ day of _____, 20__.

TDB Restructuring Limited, solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: _____

Name:

Title:

Electronically issued / Délivré par voie électronique : 20-Dec-2024
Toronto Superior Court of Justice / Cour supérieure de justice

Court File No./N° du dossier du greffe : CV-24-00730993-00CL

IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended

HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.	- and -	**CBJ – FORT ERIE HILLS INC.**
Applicant		Respondent

Court File No. CV-24-00730993-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceedings commenced at Toronto, Ontario

ORDER

Thornton Grout Finnigan LLP
TD West Tower, Toronto-Dominion Centre
100 Wellington Street West, Suite 3200
Toronto, ON M5K 1K7
Tel: (416) 304-1616

D.J. Miller (LSO# 34393P)
Email: djmiller@tgf.ca

Derek Harland (LSO #79504N)
Email: dharland@tgf.ca

Lawyers for the Applicant,
Hillmount Capital Mortgage Holdings Inc.

THIS IS **EXHIBIT "LLL"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

2866

Assessment Roll Report

Purchased Date: 09-04-2021

Property Address: 5980 COLONEL TALBOT RD

Municipality: LONDON CITY

Roll Number: 3936080060046000000

Property Code & Description	260 - Vacant residential/commercial/ industrial land owned by a non-farmer with a portion being farmed
Legal Description	CON ETR PT LOTS 58,59 RP 33R9477 PART 1

2021 Taxation Year Phased-In Assessment** $1,579,000

Realty Tax Class (RTC)	Realty Tax Qualifier (RTQ)	Realty Portion
R - Residential	T - Taxable: Full	$90,100
F - Farm	T - Taxable: Full	$1,488,900

Tenant Tax Liable (TTL)	-
Unit Class	-
Frontage (ft)	304.16
Depth (ft)	-
Site Area	96.77 A

NOTE: Pursuant to the Ontario Assessment Act, MPAC conducts a province-wide Assessment Update every four years to reflect a new legislated valuation date. The valuation date is a fixed day on which all properties are valued. For the 2017-2020 taxation years, the assessed value was based on a January 1, 2016 valuation date. In 2020, the Assessment Update was postponed so the January 1, 2016 valuation date also applies to property assessments for the 2021 taxation year. For more information regarding assessments, visit www.mpac.ca

*Assessed Value is based on a January 1, 2016 Valuation Date.

**Phased-In Assessment reflects the phased-in portion of the Assessed Value returned to the municipality/local taxing authority on the 2020 Assessment Roll for the 2021 taxation year. Property assessments for the 2021 taxation year are based on the fully phased-in January 1, 2016 assessed values.

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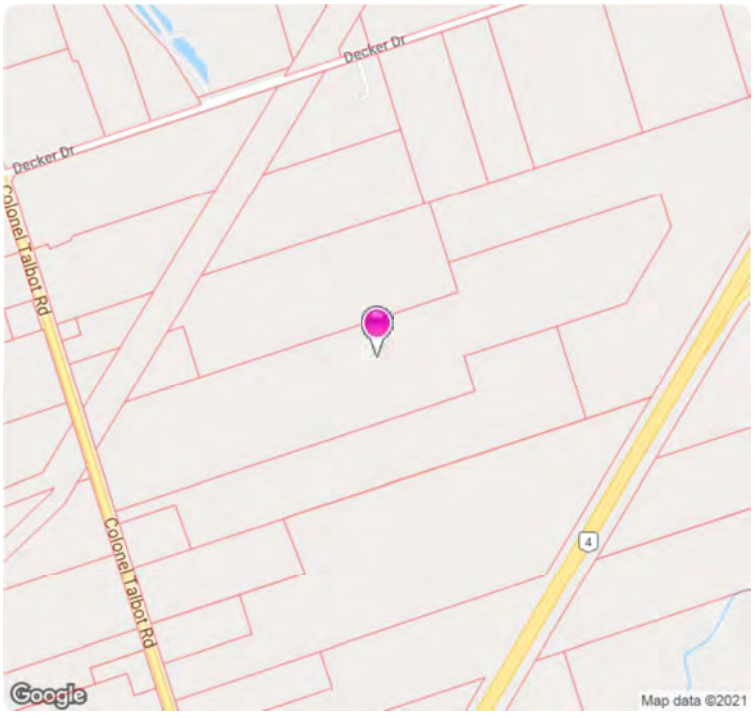
2867

Map and Photo Report

Purchased Date: 09-04-2021

Report Details

Address:	5980 COLONEL TALBOT RD	**Province:**	ON
Municipality:	LONDON CITY	**Postal Code:**	N6P 1J1



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2869

Assessment Roll Report

Purchased Date: 09-04-2021

Property Address: 6172 COLONEL TALBOT RD

Municipality: LONDON CITY

Roll Number: 3936080060040000000

Property Code & Description	261 - Land owned by a non-farmer improved with a non-farm residence with a portion being farmed
Legal Description	CON ETR PT LOT 57 PT LOT 58

2021 Taxation Year Phased-In Assessment** $1,582,000

Realty Tax Class (RTC)	Realty Tax Qualifier (RTQ)	Realty Portion
R - Residential	T - Taxable: Full	$186,700
F - Farm	T - Taxable: Full	$1,395,300

Tenant Tax Liable (TTL)	-
Unit Class	-
Frontage (ft)	332.90
Depth (ft)	-
Site Area	86.42 A

NOTE: Pursuant to the Ontario Assessment Act, MPAC conducts a province-wide Assessment Update every four years to reflect a new legislated valuation date. The valuation date is a fixed day on which all properties are valued. For the 2017-2020 taxation years, the assessed value was based on a January 1, 2016 valuation date. In 2020, the Assessment Update was postponed so the January 1, 2016 valuation date also applies to property assessments for the 2021 taxation year. For more information regarding assessments, visit www.mpac.ca

*Assessed Value is based on a January 1, 2016 Valuation Date.

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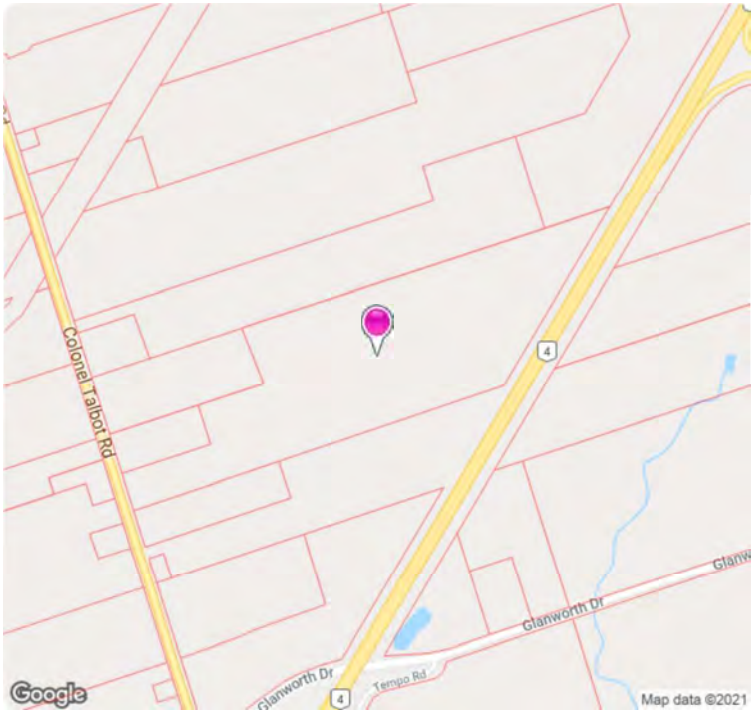
2870

Map and Photo Report

Purchased Date: 09-04-2021

Report Details

Address:	6172 COLONEL TALBOT RD	**Province:**	ON
Municipality:	LONDON CITY	**Postal Code:**	N6P1J1



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2872

Assessment Roll Report

Purchased Date: 09-04-2021

Property Address: WONDERLAND RD S

Municipality: LONDON CITY

Roll Number: 3936080060048020000

Property Code & Description	260 - Vacant residential/commercial/ industrial land owned by a non-farmer with a portion being farmed
Legal Description	CON ETR PT LOTS 58 AND 59 AND RP 33R2972 PARTS 8 AND 9

2021 Taxation Year Phased-In Assessment** $1,282,000

Realty Tax Class (RTC)	Realty Tax Qualifier (RTQ)	Realty Portion
R - Residential	T - Taxable: Full	$64,300
F - Farm	T - Taxable: Full	$1,217,700

Tenant Tax Liable (TTL)	-
Unit Class	-
Frontage (ft)	-
Depth (ft)	-
Site Area	79.59 A

NOTE: Pursuant to the Ontario Assessment Act, MPAC conducts a province-wide Assessment Update every four years to reflect a new legislated valuation date. The valuation date is a fixed day on which all properties are valued. For the 2017-2020 taxation years, the assessed value was based on a January 1, 2016 valuation date. In 2020, the Assessment Update was postponed so the January 1, 2016 valuation date also applies to property assessments for the 2021 taxation year. For more information regarding assessments, visit www.mpac.ca

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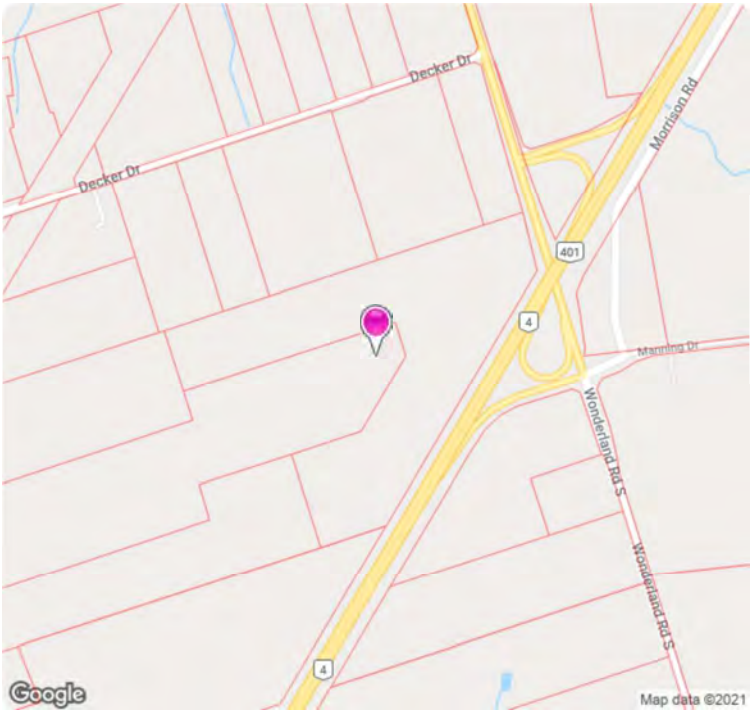
2873

Map and Photo Report

Purchased Date: 09-04-2021

Report Details

Address:	WONDERLAND RD S	**Province:**	ON
Municipality:	LONDON CITY	**Postal Code:**	N6P1J6



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2875

Assessment Roll Report

Purchased Date: 09-04-2021

Property Address: 5318 COLONEL TALBOT RD

Municipality: LONDON CITY

Roll Number: 3936080060081000000

Property Code & Description	261 - Land owned by a non-farmer improved with a non-farm residence with a portion being farmed
Legal Description	CON ETR N PT LOT 63

2021 Taxation Year Phased-In Assessment** $1,594,000

Realty Tax Class (RTC)	Realty Tax Qualifier (RTQ)	Realty Portion
R - Residential	T - Taxable: Full	$161,900
F - Farm	T - Taxable: Full	$1,432,100

Tenant Tax Liable (TTL)	-
Unit Class	-
Frontage (ft)	44.58
Depth (ft)	-
Site Area	93.39 A

NOTE: Pursuant to the Ontario Assessment Act, MPAC conducts a province-wide Assessment Update every four years to reflect a new legislated valuation date. The valuation date is a fixed day on which all properties are valued. For the 2017-2020 taxation years, the assessed value was based on a January 1, 2016 valuation date. In 2020, the Assessment Update was postponed so the January 1, 2016 valuation date also applies to property assessments for the 2021 taxation year. For more information regarding assessments, visit www.mpac.ca

*Assessed Value is based on a January 1, 2016 Valuation Date.

**Phased-In Assessment reflects the phased-in portion of the Assessed Value returned to the municipality/local taxing authority on the 2020 Assessment Roll for the 2021 taxation year. Property assessments for the 2021 taxation year are based on the fully phased-in January 1, 2016 assessed values.

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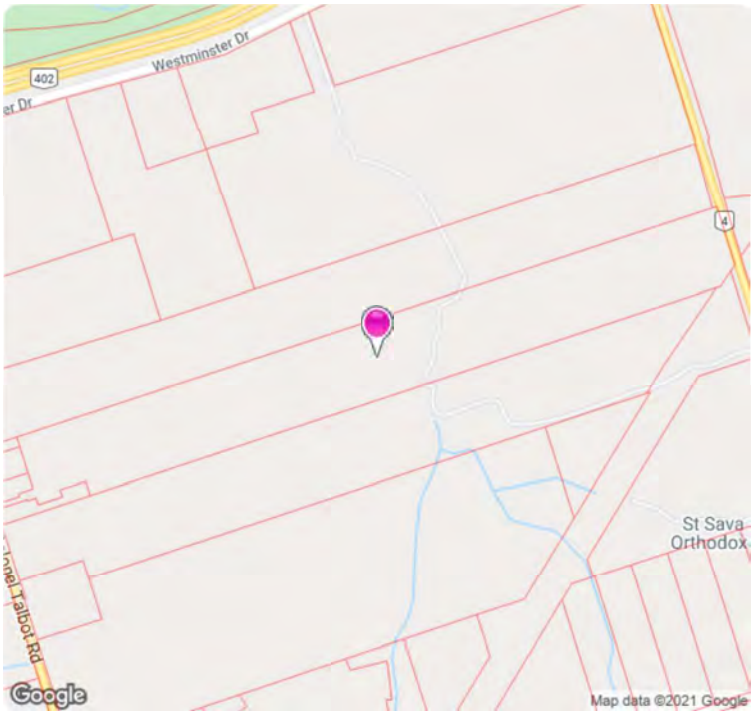
2876

Map and Photo Report

Purchased Date: 09-04-2021

Report Details

Address:	5318 COLONEL TALBOT RD	**Province:**	ON
Municipality:	LONDON CITY	**Postal Code:**	N6P 1H9



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2878

Assessment Roll Report

Purchased Date: 09-04-2021

Property Address: 6188 COLONEL TALBOT RD

Municipality: LONDON CITY

Roll Number: 3936080060039020000

Property Code & Description	210 - Farm without residence - with secondary structures; with farm outbuildings
Legal Description	WESTMINSTER CON ENBTR PT LOT 57 RP 33R20792 PART 1

2021 Taxation Year Phased-In Assessment** $1,336,000

Realty Tax Class (RTC)	Realty Tax Qualifier (RTQ)	Realty Portion
R - Residential	T - Taxable: Full	$1,336,000

Tenant Tax Liable (TTL)	-
Unit Class	FL - Farm Land
Frontage (ft)	328.12
Depth (ft)	-
Site Area	9.96 A

NOTE: Pursuant to the Ontario Assessment Act, MPAC conducts a province-wide Assessment Update every four years to reflect a new legislated valuation date. The valuation date is a fixed day on which all properties are valued. For the 2017-2020 taxation years, the assessed value was based on a January 1, 2016 valuation date. In 2020, the Assessment Update was postponed so the January 1, 2016 valuation date also applies to property assessments for the 2021 taxation year. For more information regarding assessments, visit www.mpac.ca

*Assessed Value is based on a January 1, 2016 Valuation Date.

**Phased-In Assessment reflects the phased-in portion of the Assessed Value returned to the municipality/local taxing authority on the 2020 Assessment Roll for the 2021 taxation year. Property assessments for the 2021 taxation year are based on the fully phased-in January 1, 2016 assessed values.

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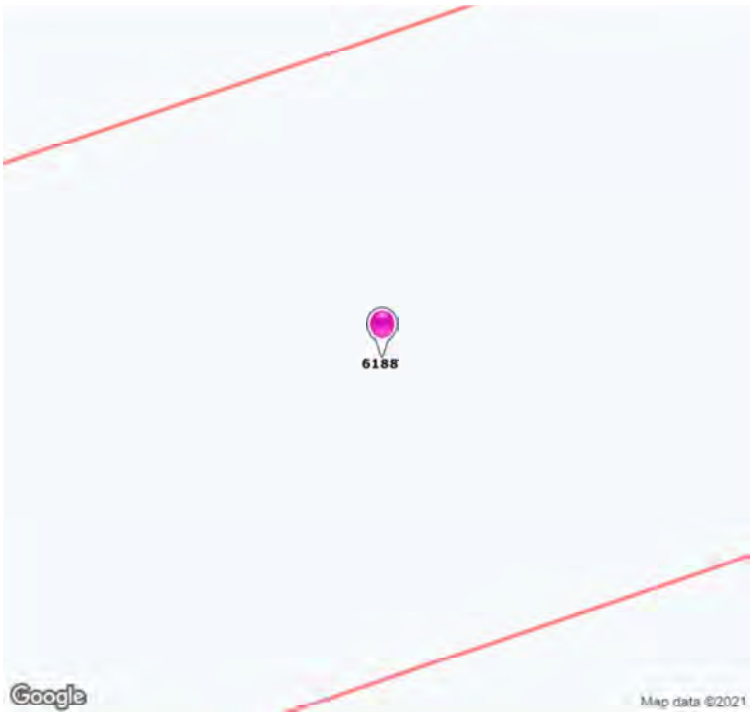
2879

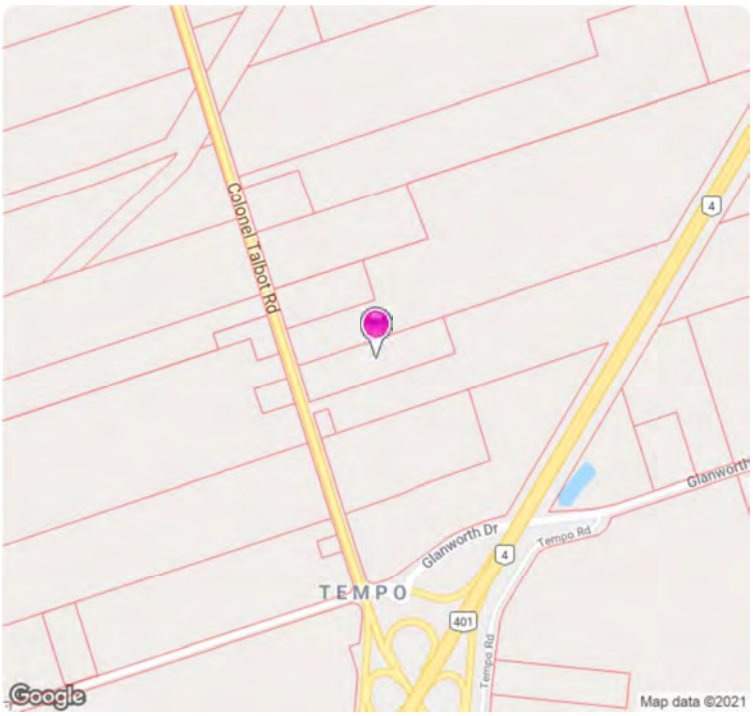
Map and Photo Report

Purchased Date: 09-04-2021

Report Details

Address:	6188 COLONEL TALBOT RD	**Province:**	ON
Municipality:	LONDON CITY	**Postal Code:**	





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2881

Assessment Roll Report

Purchased Date: 09-04-2021

Property Address: 6211 COLONEL TALBOT RD

Municipality: LONDON CITY

Roll Number: 3936080060156000000

Property Code & Description	201 - Farm with residence - with or without secondary structures; no farm outbuildings
Legal Description	CON WNBTR PT LOT 57

2021 Taxation Year Phased-In Assessment** $1,155,000

Realty Tax Class (RTC)	Realty Tax Qualifier (RTQ)	Realty Portion
F - Farm	T - Taxable: Full	$967,800
R - Residential	T - Taxable: Full	$187,200

Tenant Tax Liable (TTL)	-
Unit Class	-
Frontage (ft)	-
Depth (ft)	-
Site Area	71.77 A

NOTE: Pursuant to the Ontario Assessment Act, MPAC conducts a province-wide Assessment Update every four years to reflect a new legislated valuation date. The valuation date is a fixed day on which all properties are valued. For the 2017-2020 taxation years, the assessed value was based on a January 1, 2016 valuation date. In 2020, the Assessment Update was postponed so the January 1, 2016 valuation date also applies to property assessments for the 2021 taxation year. For more information regarding assessments, visit www.mpac.ca

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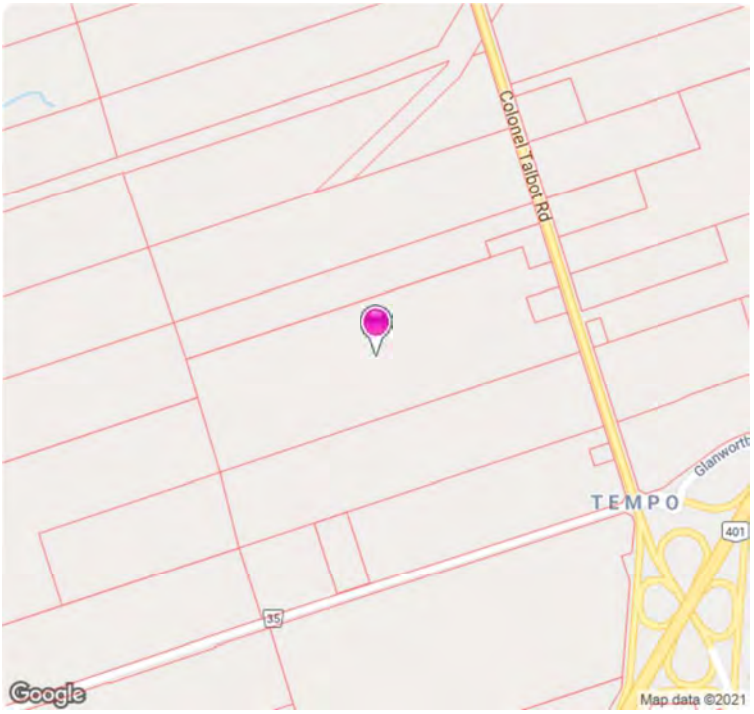
2882

Map and Photo Report

Purchased Date: 09-04-2021

Report Details

Address:	6211 COLONEL TALBOT RD	**Province:**	ON
Municipality:	LONDON CITY	**Postal Code:**	N6P1J2



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2884

Assessment Roll Report

Purchased Date: 09-04-2021

Property Address: 6237 27/28 SD RD NOTTA

Municipality: CLEARVIEW TOWNSHIP

Roll Number: 4329010002187000000

Property Code & Description	211 - Farm with residence - with or without secondary structures; with farm outbuildings
Legal Description	CON 3 PT LOT 27 W OF CON N R

2021 Taxation Year Phased-In Assessment** $835,000

Realty Tax Class (RTC)	Realty Tax Qualifier (RTQ)	Realty Portion
R - Residential	T - Taxable: Full	$703,000
R - Residential	T - Taxable: Full	$132,000

Tenant Tax Liable (TTL)	-
Unit Class	-
Frontage (ft)	-
Depth (ft)	-
Site Area	103.24 A

NOTE: Pursuant to the Ontario Assessment Act, MPAC conducts a province-wide Assessment Update every four years to reflect a new legislated valuation date. The valuation date is a fixed day on which all properties are valued. For the 2017-2020 taxation years, the assessed value was based on a January 1, 2016 valuation date. In 2020, the Assessment Update was postponed so the January 1, 2016 valuation date also applies to property assessments for the 2021 taxation year. For more information regarding assessments, visit www.mpac.ca

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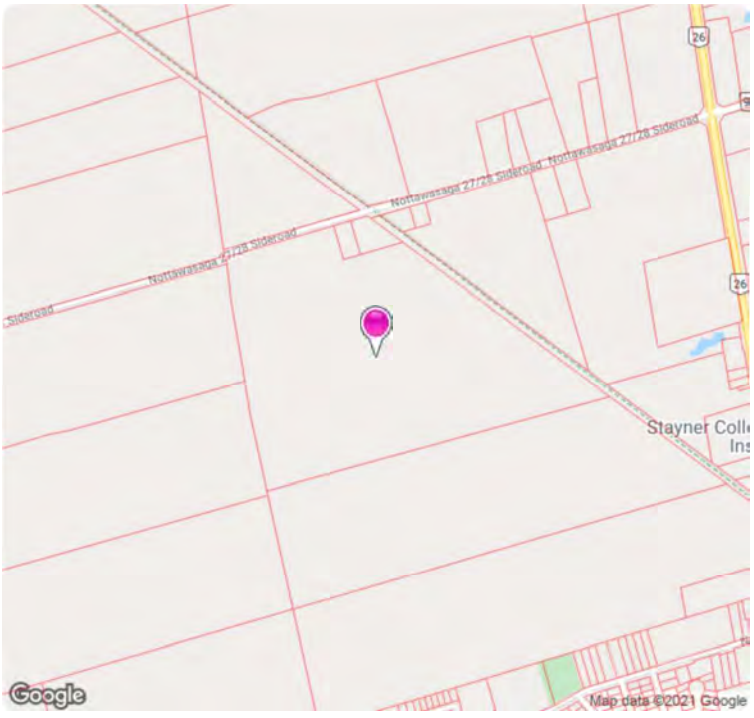
2885

Map and Photo Report

Purchased Date: 09-04-2021

Report Details

Address:	6237 27/28 SD RD NOTTA	**Province:**	ON
Municipality:	CLEARVIEW TOWNSHIP	**Postal Code:**	L0M1S0



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2887

Assessment Roll Report

Purchased Date: 09-04-2021

Property Address: THOMPSON RD ES

Municipality: FORT ERIE TOWN

Roll Number: 2703020026128000000

Property Code & Description 490 - Golf course

Legal Description CON 2 NR PT LOT 8

2021 Taxation Year Phased-In Assessment** $181,000

Realty Tax Class (RTC)	Realty Tax Qualifier (RTQ)	Realty Portion
R - Residential	T - Taxable: Full	$3,000
R - Residential	T - Taxable: Full	$178,000

Tenant Tax Liable (TTL) -

Unit Class -

Frontage (ft) -

Depth (ft) -

Site Area 45.08 A

NOTE: Pursuant to the Ontario Assessment Act, MPAC conducts a province-wide Assessment Update every four years to reflect a new legislated valuation date. The valuation date is a fixed day on which all properties are valued. For the 2017-2020 taxation years, the assessed value was based on a January 1, 2016 valuation date. In 2020, the Assessment Update was postponed so the January 1, 2016 valuation date also applies to property assessments for the 2021 taxation year. For more information regarding assessments, visit www.mpac.ca

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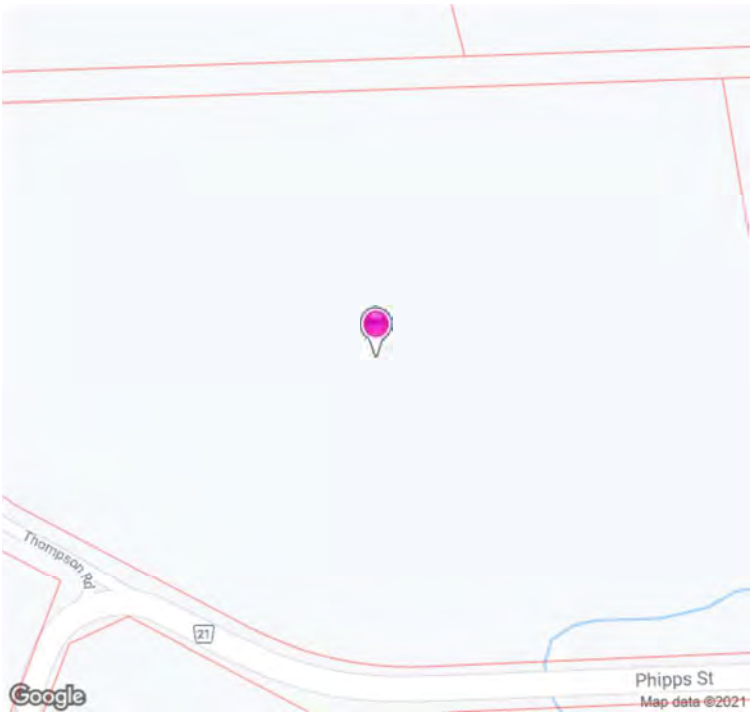
2888

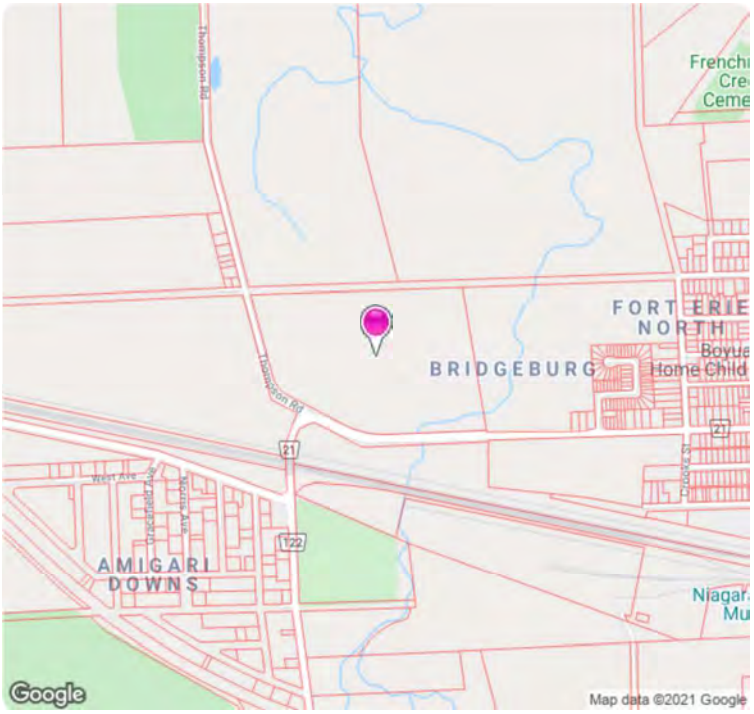
Map and Photo Report

Purchased Date: 09-04-2021

Report Details

Address:	THOMPSON RD [ES]	**Province:**	ON
Municipality:	FORT ERIE TOWN	**Postal Code:**	L2A4H2





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2890

Assessment Roll Report

Purchased Date: 09-04-2021

Property Address: 87 CROOKS ST

Municipality: FORT ERIE TOWN

Roll Number: 2703010054026000000

Property Code & Description 490 - Golf course

Legal Description PLAN 24 LOT 84 LOT 8 BLK R NP525

2021 Taxation Year Phased-In Assessment** $202,000

Realty Tax Class (RTC)	Realty Tax Qualifier (RTQ)	Realty Portion
R - Residential	T - Taxable: Full	$137,000
C - Commercial	T - Taxable: Full	$62,000
R - Residential	T - Taxable: Full	$3,000

Tenant Tax Liable (TTL) -

Unit Class -

Frontage (ft) -

Depth (ft) -

Site Area 36.80 A

NOTE: Pursuant to the Ontario Assessment Act, MPAC conducts a province-wide Assessment Update every four years to reflect a new legislated valuation date. The valuation date is a fixed day on which all properties are valued. For the 2017-2020 taxation years, the assessed value was based on a January 1, 2016 valuation date. In 2020, the Assessment Update was postponed so the January 1, 2016 valuation date also applies to property assessments for the 2021 taxation year. For more information regarding assessments, visit www.mpac.ca

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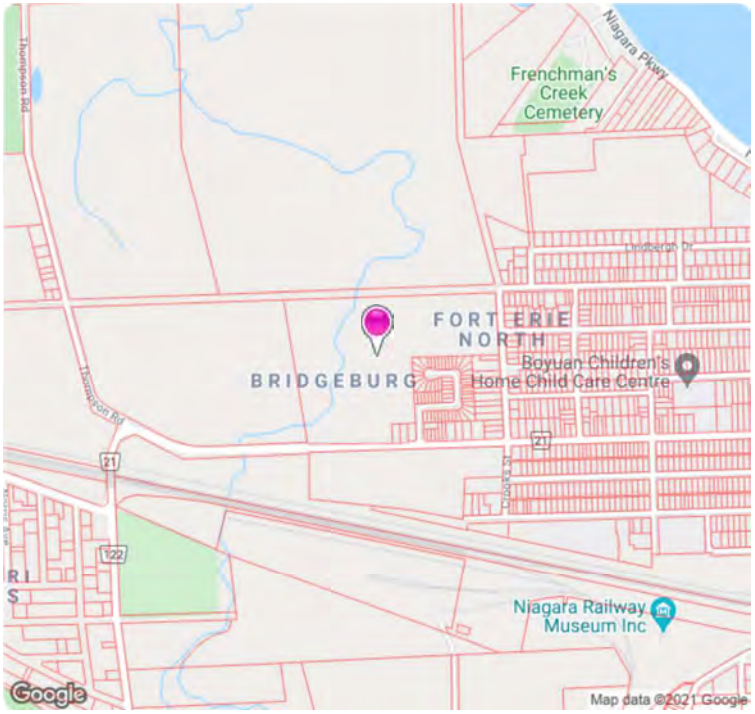
2891

Map and Photo Report

Purchased Date: 09-04-2021

Report Details

Address:	87 CROOKS ST	**Province:**	ON
Municipality:	FORT ERIE TOWN	**Postal Code:**	L2A4H2



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2893

Assessment Roll Report

Purchased Date: 09-04-2021

Property Address: SODOM RD E S

Municipality: NIAGARA FALLS CITY

Roll Number: 2725130002152000000

Property Code & Description 200 - Farm property without any buildings/structures

Legal Description WILLOUGHBY CON 2 PT LOT 18 RP 59R4701 PT PART 1

2021 Taxation Year Phased-In Assessment** $286,000

Realty Tax Class (RTC)	Realty Tax Qualifier (RTQ)	Realty Portion
F - Farm	T - Taxable: Full	$286,000

Tenant Tax Liable (TTL) -

Unit Class -

Frontage (ft) -

Depth (ft) -

Site Area 47.22 A

NOTE: Pursuant to the Ontario Assessment Act, MPAC conducts a province-wide Assessment Update every four years to reflect a new legislated valuation date. The valuation date is a fixed day on which all properties are valued. For the 2017-2020 taxation years, the assessed value was based on a January 1, 2016 valuation date. In 2020, the Assessment Update was postponed so the January 1, 2016 valuation date also applies to property assessments for the 2021 taxation year. For more information regarding assessments, visit www.mpac.ca

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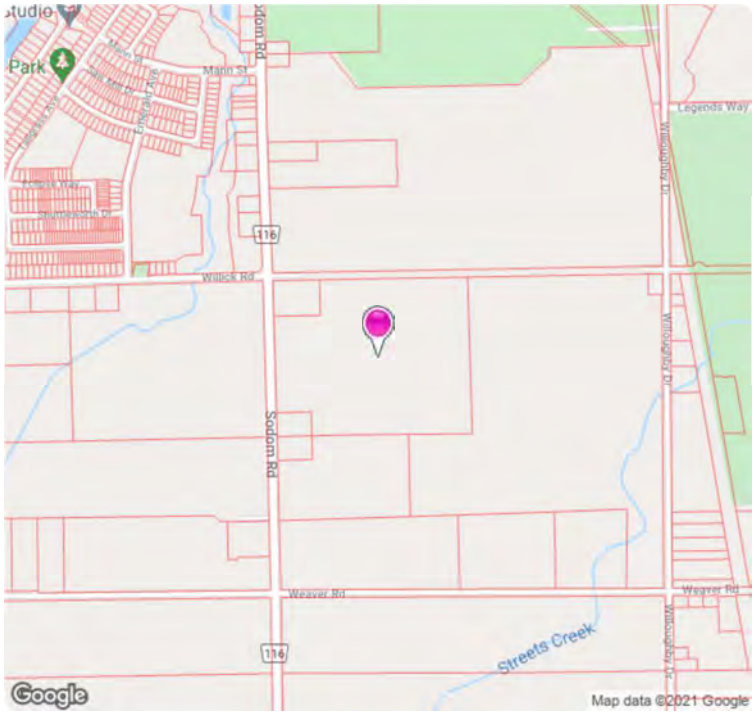
2894

Map and Photo Report

Purchased Date: 09-04-2021

Report Details

Address:	SODOM RD [E S]	**Province:**	ON
Municipality:	NIAGARA FALLS CITY	**Postal Code:**	L2E6S6



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THIS IS **EXHIBIT "MMM"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

Court File No. CV-24-00087580-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE	)	THURSDAY, THE 31ST
	)	
JUSTICE MACNEIL	)	DAY OF OCTOBER, 2024

B E T W E E N:

(Court Seal)

TRANS GLOBAL PARTNERS LIMITED, RANDY HOFFNER and PAULINE HOFFNER

Applicants

and

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

Respondents

APPLICATION UNDER ss. 248 of the *Business Corporations Act*, R.S.O. 1990, c. B.16

ORDER

THIS APPLICATION, made by the Applicants for, *inter alia*: (1) an interim and/or interlocutory Order in the form of a Mareva injunction restraining the Respondents from dealing with, disposing of, or dissipating their assets, (2) an Order approving certain Agreements of

Purchase and Sale and allowing for the sale of certain properties, (3) an Order directing the Respondents to disgorge funds, (4) an Order requiring the Respondents to provide an accounting of funds received to date, (5) an Order declaring instruments registered on title for certain properties as invalid and/or unenforceable, (6) an Order permitting the Applicants to enforce their rights under the Share Pledge Agreement, (7) an order discharging cautions registered on certain properties by the Respondent First Global Financial Corp., and (8) certain declaratory relief, was heard this day, at 45 Main Street E., Hamilton, Ontario, L8N 2B7.

ON READING the Consent of the Applicants and the Respondents First Global Financial Corp., Elena Salvatore, and Vincent Salvatore, and being advised by counsel for Mr. Daniel Iandoli of his consent to paragraph 1 and 2 herein,

1. **THIS COURT ORDERS** that the style of cause be amended to replace "FIRST GLOBAL FINANCIAL CORP., ELENA SALVATORE, VINCENT SALVATORE and TIBERIS CAPITAL CORP." with "FIRST GLOBAL FINANCIAL CORP., ELENA SALVATORE, VINCENT SALVATORE, DANNY IANDOLI, and TIBERIS CAPITAL CORP." as the Respondents to this Application.

2. **THIS COURT ORDERS** that the Applicants are hereby granted leave to amend the Application in the form Attached hereto as Schedule "A".

3. **THIS COURT ORDERS** that the above orders are without prejudice to the Applicants rights to bring a further motion to amend the style of cause to add the parties Evangelista Tolfa and Balwinder Cheema.

4. **THIS COURT ORDERS** that the above orders are without prejudice to Evangelista Tolfa and Balwinder Cheema's respective rights to object to any further motion to amend the style of cause to add them as parties to the herein Application;

5. **THIS COURT ORDERS** until a final disposition of these proceedings the Respondents First Global Financial Corp., Elena Salvatore, Vincent Salvatore, and Tiberis Capital Corp, together with any employees, agents, assigns, and any person acting on their behalf or in conjunction with them, and any and all persons with notice of the Order sought herein, pending final disposition of these proceedings, be and are hereby restrained from, without the written consent of the Applicants, directly or indirectly, by any means whatsoever:

(a) Selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with their assets, or the assets of any companies which they came to control pursuant to the TGP Canada Transaction, whether solely or jointly owned, wherever situated, including, without limitation, any funds received with respect to same;

(b) Listing for sale their assets, or the assets of any other companies which they came to control in accordance with the terms of the TGP Canada Transaction;

(c) Instructing, requesting, counselling, demanding or encouraging any other person to do so; and

(d) Facilitating, assigning in, aiding, abetting or participating in any acts which would have the effect of doing so.

(e) Any further receivables obtained in control in accordance with TGP Canada Transaction, including but not limited to any sale to Falco Properties, CBJ-Fort Erie, For Erie Hills Inc. etc.

6. **THIS COURT ORDERS** that the following agreements of purchase and sale are approved and that the sales contemplated therein are allowed to proceed:

(f) the Agreement of Purchase and Sale dated July 30, 2024 and as may be amended and/or assigned from time to time between Talbot Crossing Inc. and Clawson Group Inc. and assigned to Farhi Farming Corporation (the "**5980 Colonel Talbot Purchaser**") and providing a vesting in the 5980 Colonel Talbot Purchaser of the right, title and interest to the lands municipally described as 5980 Colonel Talbot Road, London, ON N6P 1J1 (the "**5980 Colonel Talbot Sale**");

(g) the Agreement of Purchase and Sale dated July 30, 2024 and as may be amended and/or assigned from time to time between London Valley II Inc. and Clawson Group Inc. and assigned to Farhi Farming Corporation ("**6172 Colonel Talbot Purchaser**") and providing a vesting in the 6172 Colonel Talbot Purchaser of the right, title and interest to the lands municipally described as 6172 Colonel Talbot Road, London, ON N6P 1J1 (the "**6172 Colonel Talbot Sale**"); and

(h) the Agreement of Purchase and Sale dated July 30, 2024 and as may be amended and/or assigned from time to time between London Valley V Inc. and Clawson Group Inc. and assigned to Farhi Holdings Corporation and Farhi Farming Corporation (jointly the "**Wonderland Purchasers**") and providing a vesting in

the Wonderland Purchasers of the right, title and interest to the lands municipally described as Wonderland Road. S, PART LOTS 58 & 59 ETR WESTMINSTER, London, ON N6P 1J6 (the "**Wonderland Sale**") (jointly the "**London Property Sales**")

7. **THIS COURT ORDERS** the 5980 Colonel Talbot Purchaser to pay to the Applicants, by way of payment to SimpsonWigle LAW LLP in Trust, the proceeds of the 5980 Colonel Talbot Sale, less the sellers reasonable fees and disbursements (the "**5980 Colonel Talbot Proceeds**");

8. **THIS COURT ORDERS** the 6172 Colonel Talbot Purchaser to pay to the Applicants, by way of payment to SimpsonWigle LAW LLP in Trust, the proceeds of the 6172 Colonel Talbot Sale, less the sellers reasonable fees and disbursements (the " **6172 Colonel Talbot Proceeds**")

9. **THIS COURT ORDERS** the Wonderland Purchasers to pay to the Respondents, by way of payment to SimpsonWigle LAW LLP in Trust, the proceeds of the Wonderland Sale, less the sellers reasonable fees and disbursements (the "**Wonderland Proceeds**" and jointly with the 5980 Colonel Talbo Proceeds and the 6172 Colonel Talbot Proceeds, the "**Sale Proceeds**");

10. **THIS COURT ORDERS** the Milton 525 Holding Inc (the "Chargor"), the chargor with respect to the charge registered on title for the property legally described as PT LTS 7 & 8, CON 3 ESQ , AS IN 335221, EXCEPT 574487 & 679752 ; S/T EW15614 HALTON HILLS/ESQUESING (the "**Halton Hills Property**"), is instructed to pay to SimpsonWigle LAW LLP in trust, from Danny Iandoli's or First Global's entitlement under the mortgage, the difference between the sum of $12,725,776.71, as well as all per diem accrued from October 31, 2024 to the date of payment accruing at the rate of $9,350.83 per day, less the Sale Proceeds, on or before

November 4, 2024 (the "**Payment**"), and is instructed to pay the balance of the principal owing to Danny Iandoli or First Global under the charge to the accountant of the Superior Court of Justice to be held until further order of this Court..

11. **THIS COURT ORDERS** that the Respondent Daniel Iandoli and/or First Global or its counsel will take all steps necessary to inform the Chargor of the herein order.

12. **THIS COURT ORDERS** that from the Payment, SimpsonWigle LAW LLP is entitled to withdraw legal fees incurred to date totalling $238,500.00 (the "Legal Fees").

13. **THIS COURT ORDERS** that the Sales Proceeds and Payment, less Legal Fees, is to be held in trust by SimpsonWigle LAW LLP until November 18, 2024, or further order of this court**;**

14. **THIS COURT ORDERES** that the Applicants shall promptly notify Evangelista Tolfa of this Order by providing her with a copy of same by way of registered mail sent to the address listed for Evangelista Tolfa in the Assignment Agreement dated May 3, 2024 attached as a schedule to the Notice Registered on title for the Halton Hills Property as instrument number HR2030329, being 131 King Street, Terra Cotta, ON L7C 1P2.

15. **THIS COURT ORDERS** that the Applicant shall promptly notify Balwinder Cheema of this Order by providing him with a copy of same sent by way of registered mail sent to the address listed for Balwinder Cheema in the Assignment Agreement dated May 13, 2024 attached as a schedule to the Notice Registered on title for the Halton Hills Property as instrument number HR2031553, being 65 Louvain Drive, Brampton, ON L6P 1Y9.

16. **THIS COURT ORDERS** that the payment of monies to SimpsonWigle LAW LLP in trust is without prejudice to the Applicants rights to bring a motion to obtain the immediate payout of those funds.

17. **THIS COURT ORDERS** that the herein Application is adjourned to November 19, 2024, to be spoken to.

Date of issuance November 4th, 2024
(to be completed by registrar)

B. MacNeil, J.
(Signature of judge, officer or registrar)

Issued and entered electronically by

Alexandre Boulianne
Digitally signed by Alexandre Boulianne
Date: 2024.11.04 09:14:08 -05'00'

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

SCHEDULE "A"

Court File No. CV-24-87580-00000

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

(Court Seal)

TRANS GLOBAL PARTNERS LIMITED, RANDY HOFFNER and PAULINE HOFFNER

Applicants

and

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

Respondents

APPLICATION UNDER ss. 248 of the Business Corporations Act, R.S.O. 1990, c. B.16

AMENDED NOTICE OF APPLICATION

TO THE RESPONDENTS

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

THIS APPLICATION will come on for a hearing *(choose one of the following)*

☐ In person
☐ By telephone conference
☒ By video conference

at the following location:

[location]

(Courthouse address or telephone conference or video conference details, such as a dial-in number, access code, video link, etc. if applicable)

on Thursday, October 31, 2024, at 10:00 a.m., *(or on a day to be set by the registrar)*.

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

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

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

Date _____ Issued by _____
Local Registrar

Address of court office: 45 Main Street E.
Hamilton, Ontario
L8N 2B7

TO: **First Global Financial Corp.**
PH5-801 Lawrence Avenue East
Toronto, Ontario
M3C 3W2

Respondent

AND TO: **Elena Salvatore**
PH5-801 Lawrence Avenue East
Toronto, Ontario
M3C 3W2

Respondent

AND TO: **Vincent Salvatore**
PH5-801 Lawrence Avenue East
Toronto, Ontario
M3C 3W2

Respondent

AND TO: **Tiberis Capital Corp.**
PH5-801 Lawrence Avenue East
Toronto, Ontario
M5C 3W2

Respondent

AND TO: **Danny Iandoli**
2803 – 50 Yorkville Avenue
Toronto, Ontario
M4W 0A3

Respondent

APPLICATION

18. The Applicants Trans Global Partners Limited ("Trans Global"), Randy Hoffner ("**Mr. Hoffner**") and Pauline Hoffner ("**Ms. Hoffner**") make application for: *(State here the precise relief claimed.)*

(a) An order piercing the corporate veil of First Global Financial Corp. and holding the Respondents as liable as for the acts of one another;

(b) An order approving:

(i) the Agreement of Purchase and Sale dated July 30, 2024 and as may be amended and/or assigned from time to time between Talbot Crossing Inc. and Clawson Group Inc. and assigned to Farhi Farming Corporation (the "**5980 Colonel Talbot Purchaser**") and providing a vesting in **5980** Colonel Talbot Purchaser of the right, title and interest to the lands municipally described as 5980 Colonel Talbot Road, London, ON N6P 1J1 (the "**5980 Colonel Talbot Sale**");

(ii) the Agreement of Purchase and Sale dated July 30, 2024 and as may be amended and/or assigned from time to time between London Valley II Inc. and Clawson Group Inc. and assigned to Farhi Farming Corporation ("**6172 Colonel Talbot Purchaser**") and providing a vesting in the 6172 Colonel Talbot Purchaser of the right, title and interest to the lands municipally described as 6172 Colonel Talbot Road, London, ON N6P 1J1 (the "**6172 Colonel Talbot Sale**"); and

(iii) the Agreement of Purchase and Sale dated July 30, 2024 and as may be amended and/or assigned from time to time between London Valley V Inc. and Clawson Group Inc. and assigned to Farhi Holdings Corporation and Farhi Farming Corporation (jointly the "**Wonderland Purchasers**") and providing a vesting in the Wonderland Purchasers of the right, title and interest to the lands municipally described as Wonderland Road. S, PART LOTS 58 & 59 ETR WESTMINSTER, London, ON N6P 1J6 (the "**Wonderland Sale**") (jointly the "**London Property Sales**")

(c) A mandatory Order compelling the Respondents to disgorge to SimpsonWigle LAW LLP in trust the proceeds, less all legitimate fees and costs, of the London Property Sales.

(d) A mandatory order compelling the Respondents to disclose the particulars of all sales of properties owned by First Global or companies which First Global came to control, directly or indirectly, by way of the TGP Canada Transaction as defined below;

(e) A mandatory Order compelling the Respondents to forthwith deliver an accounting of all monies, assets, property or benefits of any kind received by First Global or any company which First Global has control, either directly or indirectly, by way of the TGP Canada Transaction from the sale of any property owned by any of those companies, and the accounting shall include particulars as to how and where the money obtained from the sale was expended or transferred, accompanied with

an order for the disgorgement of such funds and any profits earned thereby by way of payment to SimpsonWigle LAW LLP in trust, or in the alternative, to be paid into court.

(f) An order declaring that the Transfer of Charge registered by Greenvalley Estates Inc. ("**Greenvalley**") on the instructions of First Global, and registered as Instrument Number ER1582697 on July 18, 2024 (the "**Greenvalley Transfer of Charge**") on title to the lands and premises known as:

> PART SOUTH 1/2 LOT 11 CONCESSION 3 BEING PARTS 1 AND 3 ON 33R-2805; EXCEPT 879942 SUBJECT TO ANY INTEREST IN 870207 LONDON/WESTMINSTER,
>
> Being all of PIN 08203-0074 (LT),

And being municipally described as 4423 Highbury Avenue, South, London, Ontario (the "**Highbury Property**")

With respect to the mortgage registered on title for the Highbury Property as instrument number ER1582696 (the "**Highbury Mortgage**") for which Greenvalley is the chargee and ~~Milton 525~~ Dancor Dundas Inc. is the chargor (the "**Highbury Chargor**") is void and/or unenforceable.

(g) A mandatory Order compelling the Respondents to forthwith deliver an accounting of all monies, assets, property or benefits of any kind received by First Global or any company which First Global has control, either directly or indirectly, by way of the TGP Canada Transaction from the Highbury Mortgage, and the accounting

shall include particulars as to how and where the money obtained from the ~~sale~~ Highbury Mortgage was expended or transferred, accompanied with an order for the disgorgement of such funds and any profits earned thereby by way of payment to SimpsonWigle LAW LLP in trust, or in the alternative, to be paid into court.

(h) A mandatory Order directing the Highbury Chargor to pay to SimpsonWigle LAW LLP in trust all monies due and owing by the Highbury Chargor to Greenvalley pursuant to the Highbury Mortgage, as they become due and owing,

(i) An order declaring that the Transfer of Charge registered by the Respondent First Global, and registered as Instrument Number HR2058425 on September 20, 2024 (the "**First Global Transfer of Charge**") on title to the lands and premises known as:

PT LTS 7 & 8, CON 3 ESQ , AS IN 335221, EXCEPT 574487 & 679752 ; S/T EW15614 HALTON HILLS/ESQUESING

Being all of PIN 25022-0014 (LT) (the "**Halton Park Property**")

With respect to the mortgage registered on title for the Halton Park Property as instrument number HR1665994 (the "**Halton Park Mortgage**"), for which Halton Park is the chargee and Milton 525 Holdings Inc. is the chargor (the "**Halton Park Chargor**") is void and/or unenforceable.

(j) A mandatory Order compelling the Respondents to forthwith deliver an accounting of all monies, assets, property or benefits of any kind received by First Global or

any company which First Global has control, either directly or indirectly, by way of the TGP Canada Transaction from the Halton Park Mortgage, and the accounting shall include particulars as to how and where the money obtained from the Halton Park Mortgage was expended or transferred, accompanied with an order for the disgorgement of such funds and any profits earned thereby by way of payment to SimpsonWigle LAW LLP in trust, or in the alternative, to be paid into court.

(k) A mandatory Order directing the Halton Park Chargor to pay into court all monies due and owing by the Halton Park Chargor to the Respondents pursuant to the Halton Park Mortgage, as they become due and owing.

(l) An order that the registration of the cautions against title to the lands legally described in Schedule "A" hereto, be and the same is hereby discharged.

(m) A declaration that the Respondent First Global is in default of the SPAs and the Promissory Notes, as defined below;

(n) A declaration that the Respondent First Global's breach of the Promissory Notes constitutes an "Event of Default" under the Pledge Agreement defined below;

(o) An order in accordance with Article VI "Remedies" of the SPA:

(i) Requiring First Global to transfer all of the Collateral as defined in the SPA (the "Collateral") into the name of Trans Global;

(ii) permitting Trans Global to notify the parties obligated on any of the Collateral to make payment to Trans Global of any amount due or to due thereunder;

(iii) Allowing any officer or director of Trans Global to endorse any cheques, drafts, or other writings in the name of the Respondent First Global to allow the collection of the Collateral;

(iv) permitting Trans Global to take control of any proceeds of the Collateral; and

(v) permitting Trans Global to execute, in the name place and stead of the Respondent First Global, endorsements, assignments, stock powers and other instruments of conveyance or transfer with respect to all or any of the Collateral.

(p) An order, without limiting the forgoing, that Trans Global is empowered to do and take all actions with respect to the Collateral to which it is entitled pursuant to the SPA.

(q) An interim and interlocutory order in the form of a Mareva Injunction restraining the Respondents, together with any employees, agents, assigns, and any person acting on their behalf or in conjunction with them, and any and all persons with notice of the Order sought herein, pending satisfaction of any judgment granted herein, from directly or indirectly, by any means whatsoever:

(i) Selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with their assets, or the assets of any companies which they came to control pursuant to the TGP Canada Transaction, whether solely or jointly owned, wherever situated, including, without limitation, any funds received with respect to same;

(ii) Listing for sale their assets, or the assets of any other companies which they came to control in accordance with the terms of the TGP Canada Transaction;

(iii) Instructing, requesting, counselling, demanding or encouraging any other person to do so; and

(iv) Facilitating, assigning in, aiding, abetting or participating in any acts which would have the effect of doing so.

(r) An order declaring that the Respondents First Global Financial Corp., Elena Salvatore and Vincent Salvatore have acted in a manner that is oppressive, prejudicial and disregards the Applicants interests and that the Applicants are entitled to the relief set out at Section 258 of the *Business Corporations Act*, R.S.O. 1990 (the "*OBCA*").

(s) An Order for damages payable to the Applicants by the Respondents in the amount of $12,444,121.92 plus interest at the default rate of 26.82%.

(t) A declaration pursuant to Section 178(1)(d) and (e) of the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3 (the "*BIA*") that any amounts awarded herein are debts or liabilities that are arising out of fraud, embezzlement, misappropriation or defalcation while acting in a fiduciary capacity, or resulting from obtaining property by false pretences or fraudulent misrepresentation.

(u) An Order abridging the time for filing and service of the application materials, if necessary;

(v) If necessary, an order dispensing with the requirement to deliver a factum on the initial hearing of this Application for interim and/or interlocutory relief;

(w) prejudgment interest in accordance with section 128 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;

(x) postjudgment interest in accordance with section 129 of the *Courts of Justice Act*;

(y) the costs of this proceeding on a substantial indemnity basis, plus all applicable taxes; and

(z) Such further and other Relief as to this Honourable Court may seem just.

THE PARTIES

THE APPLICANT TRANS GLOBAL PARTNERS LIMITED (TRANS GLOBAL") & TIM SHIELDS ("MR. SHIELDS")

19. The Applicant, Trans Global, is a corporation existing under the laws of the special administrative region of Hong King, which operates out of its head office located at 77 City Centre Drive, Suite 602, Mississauga, Ontario L5B 1M5. Prior to in or about June 6, 2024, Trans Global was the registered, legal and beneficial owner of all issued and outstanding shares in the capital of the company TGP Canada Management Inc.

20. While not a party to this Application, Tim Shields ("**Mr. Shields**") is an individual residing in Tokyo, Japan. Mr. Shields was also, during certain times, an officer and director of the Applicant Trans Global. Mr. Shields was an officer and director of the corporations defined below as Land Mutual, Canadian Shield, TSI Group, Titan Shield as well as the Canadian Shield Subsidiary Companies and the Land Shield Subsidiary Companies.

THE APPLICANT RANDY HOFFNER (THE AFFIANT) & 183 ONTARIO LIMITED ("183")

21. The Applicant, Randy Hoffner ("**Mr. Hoffner**"), is an individual residing in the City of Mississauga in the Province of Ontario. Prior to in or about July 4, 2024, he was the beneficial owner of one hundred percent (100%) of the issued and outstanding shares in the corporation 1837732 Ontario Limited. Prior to in or about June 4, 2024, Mr. Hoffner was also an officer and director of the corporations defined below as TGP Canada, Land Mutual, Canadian Shield, TSI Group, Titan Shield as well as the Canadian Shield Subsidiary Companies and the Land Shield Subsidiary Companies.

22. While not a party to this Application, 1837732 Ontario Limited ("**183**") is a corporation incorporated pursuant to the laws of the Province of Ontario.

THE APPLICANT PAULINE HOFFNER ("MS. HOFFNER") AND TGP PROPERTY MANAGEMENT INC. ("TGP PROPERTY")

23. The Applicant Pauline Hoffner ("**Ms. Hoffner**") is an individual residing in the City of City of Mississauga, in the Province of Ontario. Mr. Hoffner is my spouse. Prior to in or about June 4, 2024 Ms. Hoffner was the beneficial owner of one hundred percent (100%) of the issued and outstanding shares in the corporation TGP Property Management Inc.

24. While not a party to this Application, TGP Property Management Inc. ("**TPG Property**"), is a corporation incorporated pursuant to the laws of the Province of Ontario.

TGP CANADA MANAGEMENT INC. ("TGP CANADA") AND 2630306 ONTARIO INC. O/A PAYBANK FINANCIAL ("PAYBANK")

25. While not a party to this Application, TGP Canada Management Inc. ("**TGP Canada**") is a corporation incorporated pursuant to the laws of the Province of Ontario. Prior to in or about June 4, 2024, Trans Global was the registered, legal and beneficial owner of all of the issued and outstanding shares in the capital of TGP Canada.

26. While not a party to this Application, 2630306 Ontario Inc. o/a Paybank Financial ("**Paybank**") is a corporation incorporated pursuant to the laws of the province of Ontario.

TITAN SHIELD INC.

27. While not a party to this Application, Titan Shield Inc. ("**Titan Shield**") is a corporation incorporated pursuant to the laws of the province of Ontario. Titan Shield is the registered, legal

and beneficial owner of all of the issued and outstanding shares in the capital of Trillium Shield Inc.

TRILLIUM SHIELD INC.

28. While not a party to this Application, Trillium Shield Inc. ("**Trillium Shield**") is a corporation incorporated pursuant to the province of Ontario. Trillium Shield is the registered, legal and beneficial owner of all of the issued and outdating shares in the TSI Group of Companies Inc.

TSI GROUP OF COMPANIES INC.

29. While not a party to this Application, TSI Group of Companies Inc. ("**TSI Group**") is a corporation incorporated pursuant to the laws of the province of Ontario. TSI Group, directly or indirectly, is involved with the corporations Land Mutual Inc. and Canadian Shield Inc.

LAND MUTUAL INC. AND THE LAND MUTUAL SUBSIDIARY COMPANIES

30. While not a party to this Application, Land Mutual is a corporation incorporated pursuant to the laws of the Province of Ontario. Land Mutual, directly or indirectly, is involved with various subsidiary companies (jointly the "**Land Mutual Subsidiary Companies**"). The Land Mutual Subsidiary Companies are the owners of various real properties.

CANADIAN SHIELD INC. AND THE CANADIAN SHIELD SUBSIDIARY COMPANIES

31. While not a party to this Application, Canadian Shield is a corporation incorporated pursuant to the laws of the Province of Ontario. Canadian Shield, directly or indirectly, is involved with various subsidiary companies (jointly the "**Canadian Shield Subsidiary Companies**"). The Canadian Shield Subsidiary Companies are the owners of various real properties.

THE RESPONDENTS FIRST GLOBAL FINANCIAL CORP. ("FIRST GLOBAL"), ELENA SALVATORE, VINCENT SALVATORE

32. The Respondent First Global Financial Corp. ("**First Global**" and the "**Respondent"**) is a corporation incorporated pursuant to the laws of the province of Ontario operating from its head office located at PH5-801 Lawrence Ave. East, Toronto, Ontario, M3C 3W2.

33. The Respondent, Elena Salvatore ("**Ms. Salvatore**"), is an individual residing in the City of Toronto in the Province of Ontario. Ms. Salvatore is the sole officer and director of First Global.

34. The Respondent, Vincent Salvatore ("**Mr. Salvatore**" and jointly with First Global and Ms. Salvatore the "**Respondents**"), is an individual residing in the City of Toronto in the Province of Ontario. Mr. Salvatore is married to Ms. Salvatore. Mr. Salvatore, along with Ms. Salvatore, are the governing minds of First Global. Mr. Salvatore is the sole officer and director of the Respondent Tiberis Capital Corp.

35. The Respondent Tiberis Capital Corp. ("**Tiberis**") is a corporation incorporated pursuant to the laws of the province of Ontario. Mr. Salvatore is the sole officer and director of Tiberis. Mr. Salvatore, and potentially Ms. Salvatore, are owners of Tiberis

THE TITAN SHIELD SHARE SALE AND PURCHASE

The TGP Canada Management Inc. Share Purchase Agreement

36. In or about June 4, 2024, TPG Canada as vendor and First Global as purchaser entered into a Share Purchase Agreement (the "**TGP Canada Transaction**") dated June 4, 2024 (the "**TGP Canada SPA**") pursuant to which, *inter alia*,

(a) TGP Canada would sell to First Global all of its shares in Titan Shield (the "**Titan Shield Shares**");

(b) The closing of the purchase and sale of the Titan Shield Shares was to take place on June 4, 2024 (the "**SPA Closing Date**");

(c) First Global agreed to pay to SimpsonWigle LAW LLP ("**SimpsonWigle**"), counsel for Trans Global, in trust, on behalf of Trans Global, the purchase price of Ten Thousand Dollars ($10,000.00) within 7 days of the Closing Date (the "**TGP Canada Purchase Price**"); and

(d) First Global agreed to pay to SimpsonWigle One Hundred Thousand Dollars ($100,000.00) towards legal costs incurred with respect to the transactions referenced in the SPAs within 7 days of the Closing Date (the "**Legal Fees**").

37. It was at all times understood by the parties:

(a) that Trans Global was the ultimate recipient of the TGP Canada Purchase Price to be paid pursuant to the TGP Canada SPA;

(b) that the failure to pay the TGP Canada Purchase Price in accordance with the terms of the TGP Canada SPA would deny Trans Global the benefit of those monies; and

(c) that the Legal Fees to be paid by it in accordance with the TGP Canada SPA was to pay to SimpsonWigle LAW those legal fees incurred by the Applicants in facilitating the sales referenced herein; and

(d) that should it fail, or otherwise refuse to pay the Legal Fees in accordance with the TGP Canada SPA that the Applicants would be required to pay to SimpsonWigle LAW their respective shares of the legal fees incurred in facilitating the herein referenced transactions.

38. Pursuant to the terms of the TGP Canada SPA, upon closing the Respondent would have direct or indirect control of the real properties owned by the Land Mutual Subsidiary Companies and the Canadian Shield Subsidiary Companies.

THE TGP CANADA MANAGEMENT SHARE SALE AND PURCHASE

The Trans Global Partners Limited Share Purchase Agreement

39. In or about June 4, 2024, and immediately following the TGP Canada transaction, Trans Global as vendor and Paybank as Purchaser entered into a share purchase agreement dated June 4, 2024 (the "**Trans Global SPA**") pursuant to which Trans Global sold to Paybank all of its shares in TGP Canada.

The Trans Global Partners Limited Promissory Note

40. First Global executed a promissory note in favour of Trans Global (the "**Trans Global Promissory Note**") the terms of which were, *inter alia*, as follows:

(a) the principal amount of Seven Million Dollars ($7,000.000.00) (the "**Principal Amount**");

(b) the principal amount was to be paid on or before August 3, 2024 unless renewed or extended;

(c) the parties may mutually agree to a renewal or extension of the due date in exchange for an extension/renewal fee of Five Hundred Thousand Dollars ($500,000.00) (the "**Extension Fee**");

(d) the note would be interest free unless a default occurs; and

(e) upon default, interest shall be charged at the rate of 26.82% per annum, calculated semi-annually not in advance, from the date of default;

(f) First Global agreed to:

(i) Deliver a collateral charge in the Principal Amount as against the property municipally referred to as 11720 Highway 27, Vaughan, Ontario (the "**Highway 27 Property**"); and

(ii) Execute a share pledge agreement pledging all of the issued and outstanding shares in Titan Shield and consequently, as a result of said pledge included all of the issued and outstanding shares in Trillium Shield, TSI Group, Land

Mutual Inc, Canadian Shield Inc., Land Mutual Subsidiary Companies and Canadian Shield Subsidiary Companies.

THE TGP PROPERTY MANAGEMENT INC. SHARE SALE AND PURCHASE

The Pauline Hoffner Share Purchase Agreement

41. In or about June 4, 2024, and immediately following the TGP Canada transaction, Ms. Hoffner as vendor and First Global as purchaser entered into a Share Purchase Agreement dated June 4, 2024 (the "**Ms. Hoffner SPA**") the terms of which, *inter alia*, are as follows:

(a) Ms. Hoffner would sell to First Global all of her shares in TGP Property (the "**TGP Property Shares**");

(b) The closing of the purchase and sale of the TGP Property Shares was to take place on the SGA Closing Date;

(c) First Global agreed to pay the purchase price of One Million Five Hundred Thousand Dollars ($1,500,000.00) (the "**Ms. Hoffner Purchase Price**"); and

(d) The Ms. Hoffner Purchase Price was to be paid in full on the Closing Date by way of the delivery of a promissory note, secured by a pledge of shares in Titan Shield (the "**Ms. Hoffner Promissory Note**").

The Pauline Hoffner Promissory Note

42. The Ms. Hoffner Promissory Note was on the same terms as the Trans Global Promissory Note save and except that:

(a) the principal amount would be in the amount of the Ms. Hoffner Purchase Price, being One Million Five Hundred Thousand Dollars ($1,500,000.00); and

(b) the Ms. Hoffner Principal amount was to be paid on or before June 11, 2024 unless renewed or extended.

THE 1837732 ONTARIO INC. SHARE SALE AND PURCHASE

The Randy Hoffner Share Purchase Agreement

43. In or about June 4, 2024, and immediately following the TGP Property transaction, Mr. Hoffner as vendor and First Global as purchaser, entered into a Share Purchase Agreement dated June 4, 2024 (the "**Mr. Hoffner SPA**") the terms of which, *inter alia*, are as follows:

(a) he would sell to First Global all of his shares in 183 (the "**183 Shares**");

(b) the closing of the purchase and sale of the 183 Shares would take place on the SPA Closing Date;

(c) First Global agreed to pay the purchase price of One Million Five Hundred Thousand Dollars ($1,500,000.00) (the **Mr. Hoffner Purchase Price**"); and

(d) The Mr. Hoffner Purchase Price was to be paid in full on the Closing Date by way of the delivery of a promissory note, secured by a pledge of shares in Titan Shield (the "**Mr. Hoffner Promissory Note**").

The Randy Hoffner Promissory Note

44. The Mr. Hoffner Promissory Note was on the same terms as the Trans Global Promissory Note save and except that the principal amount would be in the amount of the Mr. Hoffner Purchase Price being One Million Five Hundred Thousand Dollars ($1,500,000.00).

THE SHARE PLEDGE AGREEMENT

45. In accordance with the terms of the Trans Global Promissory Note, the Ms. Hoffner Promissory Note and the Mr. Hoffner Promissory Note (jointly the "**Promissory Notes**") First Global executed a Share Pledge Agreement dated June 4, 2024 (the "**Pledge Agreement**") in favour of Trans Global, Mr. Hoffner and Ms. Hoffner.

46. The terms of the Pledge Agreement were, *inter alia*, as follows:

(a) In accordance with section 2.1, First Global, as collateral security for the payment and performance of all present and future indebtedness, liabilities and obligations of First Global to the Applicants, First Global granted to the Applicants a continuing security interest in various collateral (the "**Collateral**") including, but not limited to, the following:

(i) all issued and outstanding shares of capital stock in Titan Shield;

(ii) all other shares in Titan Shield acquired by First Global; and

(iii) the proceeds of same.

(b) In accordance with section 4.4, in the Event of Default, which is defined in the Pledge Agreement as a default under the Promissory Notes (the "**Event of Default**"), First Global agreed that:

(i) It is to deliver to one of the Applicants (the "Holder"), as directed by the Applicants, all proceeds of the Collateral to be held by the Holder as additional collateral;

(ii) the Holder may exercise the voting power and all other incidental rights of ownership with respect to the Titan Shield shares or other shares of capital stock constituting Collateral and First Global granted the Applicants an irrevocable proxy to vote the Titan Shield shares and such other Collateral;

(iii) it would deliver any additional proxies and other documents reasonably requested by the Holder that may be necessary to allow the Holder to exercise such voting power;

(c) in accordance with section 6.1 that, in the Event of Default the Holder, on behalf of the Applicants, had certain other remedies available to it including, but not limited to:

(i) the Holder may exercise the rights and remedies of a secured party on default under the PPSA including, but not limited to, selling the Collateral or any part of it; and

(ii) the Holder could:

(1) transfer all or any part of the Collateral into the name of the Holder, or their nominee or assignee;

(2) notify the parties obligated on any of the Collateral to make payment to the Holder of any amount due or to become due thereunder;

(3) enforce collection of any of the Collateral by suit or otherwise;

(4) endorse any cheques, drafts or other writings in First Global's name to allow collection of the collateral;

(5) take control of the proceeds of the Collateral; and

(6) execute, in the name, place and stead of First Global, endorsements, assignments, stock powers and other instruments of conveyance or transfer with respect to all or any of the Collateral;

(iii) First Global agreed to pay to the Applicants the amounts of any and all reasonable expenses, including reasonable fees and disbursements of its counsel and of any expert and agents, which the Applicants may incur in connection with:

(1) Administration of the Pledge Agreement;

(2) The custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral;

(3) The exercise or enforcement of any of the rights of the Applicants under the Pledge Agreement;

(4) The failure of First Global to perform or observe any of the provisions of the Pledge Agreement; and

(5) Advancing of any funds pursuant to the Pledge Agreement.

47. On June 6, 2024, the Applicants, by way of their counsel, registered in the Ontario Personal Property Registry a lien as against First Global as the debtor in favour of the Applicants as secured parties, with respect to the collateral classified as "accounts" and "other" pursuant to the terms of the Pledge Agreement.

THE COLLATERAL MORTGAGE

48. On June 6, 2024, the Applicants, by way of their counsel, registered a charge against the Highway 27 Property (the "**Collateral Mortgage**") as instrument number YR3684667 and immediately thereafter registered an application to change name-instrument to correct the name of Trans Global as Trans Global Partners Limited, as evidenced by instrument number YR3684727.

49. The terms of the Collateral Mortgage include, but are not limited to the following:

(a) The mortgage will be interest free unless a default occurs under the mortgage;

(b) If a default occurs interest will be charged at 26.82% per annum, calculated semi-annually not in advance, from the date of default;

(c) All terms contained in the Promissory Notes are incorporated in the Collateral Mortgage and apply to the Collateral Mortgage;

(d) All fees, charges or payments incurred, expended or paid by the Applicants together with the interest thereon, will be added to the indebtedness to be repaid by the Respondents to the Applicants forthwith and, until repaid, will constitute a charge upon the Highway 27 Property;

(e) That any occurrence of an event of default under the provisions of the Collateral Mortgage will constitute a default under any other charge or security document (the "Security Documents" between the Applicants and the Respondents and default under any of the other Security Documents will constitute an event of default under the provisions of the Collateral Mortgage);

(f) That upon and during the continuance of an event of default under the Collateral Mortgage or a default under the other Security Documents, the Applicants pursue their remedies under those Security Documents; and

(g) Upon default in payment of principal or interest under this Collateral Mortgage, or in the performance of any of the terms and conditions of the Collateral Mortgage, the Applicants may enter into and take possession of the Highway 27 Property.

FIRST GLOBAL FINANCIAL CORP.'S REQUEST FOR AN EXTENSION OF PAYMENT TERMS

50. On agreement between the parties to the SPAs, the Closing Date of the transactions contemplated by the SPAs was extended to June 6, 2024 (the "Amended Closing Date").

51. As of the Amended Closing Date, the Applicants complied with all of their obligations pursuant to the terms of the various SPAs such that by the amended closing date, First Global was the owner of the Titan Shield Shares, the TGP Property Shares and the 183 Shares.

52. Despite the terms of the TGP Canada SPA and the Ms. Hoffner Promissory Note which required payment of the TGP Canada Purchase Price and the Ms. Hoffner Principal Amount (the "Arrears") by June 12, 2024, as of that date no payment had been made by First Global.

53. Pursuant to an agreement between the parties, the deadline for the payment of the Arrears was extended to June 21, 2024 in exchange for First Global agreeing to pay the Extension Fee. Despite this agreement however the Arrears were not paid as of this date. Subsequently the Respondents advised that the amount would be paid within the non-specific period of two weeks.

FIRST GLOBAL FINANCIAL CORP.'S BREACH OF THE SPAS AND PROMISSORY NOTE

54. On July 5, 2024, counsel for the Applicants sent a Notice of Default to the Respondents by way of Registered Mail confirming the Respondents' breach and demanding payment of those amounts due and owing as of that date.

55. On July 16, 2024, when no payment towards the amounts owing had been made by the Respondents, the Applicants' Counsel sent a Notice of Sale Under Charge/Mortgage demanding payment of all outstanding amounts, inclusive of principal, interest and fees, by no later than August 22, 2024, failing which the Applicants would proceed to sell the Highway 27 Property.

56. On September 9, 2024, counsel for the Applicants sent a Notice pursuant to section 63(4) of the *Personal Property Security Act* on behalf of the Applicants, putting First Global on Notice

that, in light of First Global's default, the Applicants intended to enforce their security under the Pledge Agreement (the "PPSA Notice").

57. Despite the PPSA Notice, all amounts owing under the SPAs, Promissory Notes and Collateral Charge remained due and owing, and continued to accrue interest.

58. The Respondents' failure to pay the monies owing under the Ms. Hoffner Promissory Note on June 21, 2024, and under the Mr. Hoffner Promissory Note and the TGP Canada Promissory Note on August 3, 2024, constituted not only a breach of the terms of the Collateral Mortgage but also an Event of Default under the Pledge Agreement pursuant to which the Applicants were permitted to, amongst other things, enforce their security under the Pledge Agreement.

FRAUDULENT AND/OR BAD FAITH ACTIONS OF FIRST GLOBAL FINANCIAL CORP.

59. Despite First Global having not paid any monies owing pursuant to the SPAs and/or the Promissory Notes as well as failing to comply with its obligations under the Pledge Agreement, the Respondents have taken actions with respect to assets they have come to control by way of the SPAs which serves to convert the profits of same to their own benefit.

60. These actions, as hereinafter described, are part of a fraudulent scheme perpetrated by the Respondents (the "Fraudulent Scheme") which was conducted as follows:

(a) The Respondents, utilizing First Global, entered into the Share Purchase Agreements, and primarily the First Global SPA, pursuant to which they agreed to purchase shares in companies that, directly or indirectly, control certain real properties, namely those owned by the Subsidiary Companies;

(b) The Respondents negotiated terms for the TPG Canada SPA pursuant to which First Global received the benefit of TPG Canada Transaction, including taking direct or indict control of those real properties owned by the Subsidiary Companies;

(c) The Respondents negotiated terms for the Promissory Notes pursuant to which First Global could delay making payment thereunder until June 11, 2024, in the case of the Ms. Hoffner Promissory Note, or August 3, 2024, in the case of Trans Global Promissory Note and the Mr. Hoffner Promissory Note;

(d) At all times the Respondents represented that they had sufficient funds to pay those amounts owing pursuant to the Trans Global SPA and the Promissory Notes;

(e) Despite those representations, almost immediately after the closing of the transactions contemplated under the SPAs, the Respondents advised the Applicants that they would not be able to make payment, first until June 21, 2024 and then on June 21, 2024, at some hypothetical period within two (2) weeks;

(f) Almost immediately thereafter the Respondents, utilizing means outlined in more detail below:

(i) Commenced a fire sale of certain real properties they took control, directly or indirectly, pursuant to the terms of the SPAs;

(ii) directed the proceeds of those sales to themselves and/or dispersing them to parties unknown to the Applicants;

(iii) assigned certain receivables which are properly directed to certain Subsidiary Companies to companies which they own; and

(iv) encumbered certain real properties owned by the Subsidiary Companies in order to prevent the Applicants from enforcing their security;

(v) refused to pay liabilities which they had assumed pursuant to the Trans Global SPA resulting in the loss of further assets; and

(vi) generally refused to direct any monies received since the closing of the transactions contemplated by the SPAs to the Applicants despite their clear obligations.

61. The Respondents at all times knew that ultimately the Applicants would enforce their security under the Pledge Agreement which would entitle them to control those companies which Titan Shield, directly or indirectly, controlled including, but not limited to the Subsidiary Companies, and by extension the real properties that they owned. Consequently, the Respondents acted in a manner to strip from those companies as much assets as possible to deprive the Applicants of the benefit of those assets when they did so.

THE SALE OF 4423 HIGHBURY AVENUE SOUTH, LONDON, ONTARIO

62. On August 6, 2024, First Global sold the property municipality referred to as 4423 Highbury Avenue South, London, ON N6N 1J2 (the "**Highbury Property**") owned by Greenvalley Estates Inc. ("**Greenvalley**"), one of the Land Mutual Subsidiary Companies, for the total sum of Nine Million, Nine Hundred Thousand Dollars ($9,900,000.00) of which half was

paid to, presumably, Greenvalley, and the remaining half paid by way of a vendor take back mortgage in favour of Greeenvalley (the "**Highbury Mortgage**").

63. The Applicants have not received any portion of the proceeds received by the Respondents with respect to the sale of the Highbury Property. The Applicants state that these proceeds no longer remain with Greenvalley in as much as they have either been distributed to the Applicants or third parties. Furthermore, on July 18, 2024, Greenvalley registered a Transfer of Charge on title for the Highbury Property, on the instructions of the Respondents, transferring its interest in the Highbury Mortgage to the Respondent Tiberis.

64. These heretofore described actions were designed to benefit the Respondents while denying the Applicants the opportunity to benefit from these assets/receivables should they subsequently enforce their rights under the Pledge Agreement.

ENTERING INTO AN AGREEMENT OF PURCHASE AND SALE OF THE THREE LONDON PROPERTIES

65. On July 30, 2024, Ms. Salvatore entered into three Agreements of Purchase and Sale on behalf of the Land Mutual Subsidiary Companies, Talbot Crossing Inc., London Valley II Inc. and London Valley V Inc. (jointly the "Sellers"), pursuant to which she sought to sell to Clawson Group Inc. (the "**London Properties Sale**") the properties municipally referred to as 5980 Colonel Talbot Road, London , ON N6P 1J1, 6172 Colonel Talbot Road, London, ON N6P 1J1 and Wonderland Road. S, PART LOTS 58 & 59 ETR WESTMINSTER, London, ON N6P 1J6 (jointly the "**London Properties**"), for the total purchase price of Ten Million, Eighteen Thousand, Six Hundred and Seventy-Four Dollars and Twenty-Four Cents ($10,018,674.24). By way of certain

Assignment of Agreement of Purchase and Sale, the purchasers of the London Properties were changed (jointly the "**Purchasers**").

66. In correspondence exchanged between Counsel it was agreed that the closing date to the London Properties Sale would be extended to November 6, 2024, or within 4 days of the Sellers obtaining a court order directing and vesting title to the London Properties to the Purchasers. Failing that the Purchaser's counsel advised that the London Properties Sale would not close without the following:

(a) Satisfactory evidence as to the Officers and Directors authorizing the subject transactions including but not limited to such Corporate Resolutions necessary to give effect to the applicable Agreements of Purchase and Sale and subsequent title transfers, supported by Officers Certificates and executed solicitor Legal Opinions confirming the veracity, execution and validity of the subject Agreements, Transfers of Title, together with the supporting closing documents and Corporate Resolutions and Documents as contemplated by the constating documents of the Corporations;

(b) Sworn Statutory Declarations of the Officers/ Directors of the subject Corporations attesting to but not limited to: the validity of the foregoing documents; the enforceability thereof; the validity of the sale and Transfer of the subject properties; and that there is no other person or entity having an interest in or claim to the subject properties and the proceeds of the sale thereof;

(c) Indemnity's from the Sellers, the Principals and Shareholders indemnifying the Buyers from any claims arising subsequent to the completion of the transactions against the Buyers in respect of any competing parties' potential interest in the properties or the sale proceeds thereof or otherwise; and

(d) Releases from such other Party or entity claiming such interest in the subject properties and/or the proceeds of the sale thereof.

67. The Applicants do not object to the Sellers proceeding with the sale of the London Properties to the Purchasers. However, as a condition of doing so, the Applicants submit they are entitled to the imposition of certain court orders requiring all proceeds from those sales be paid to SimpsonWigle LAW in trust, or, alternatively into court.

68. The Applicants submit that if the Respondents are permitted to proceed with the sale of the London Properties without restrictions, the Respondents will remove, or otherwise transfer those assets by means which will deny the Applicants the ability to benefit from those amounts as part of the enforcement of their rights under the Pledge Agreement.

LISTING OF CERTAIN PROPERTIES BELONGING TO THE LAND MUTUAL SUBSIDIARY COMPANIES AND THE CANADIAN SHIELD SUBSIDIARY COMPANIES

69. The Respondents registered cautions (the "Cautions") against certain properties owned by the Land Mutual Subsidiary Companies, namely:

Property Address	Owner	MLS #	Proposed Price

(unassigned) 0 Sodom Road E., Niagara Falls, ON L2E 6S6	Niagara Estates of Chippawa II Inc.	X9250524	$1.00
(unassigned) 0 Stanley Avenue E. Niagara Falls, ON L2E 0A6	Lyons Creek Niagara Falls Park Inc.	X9250496	$1.00
4001 Weaver Road, Niagara Falls, ON L2G 0S7	Niagara Estates of Chippawa II. Inc.	X9250508	$1.00
2310 Dingman Drive, London, ON N0L 1B0 (incorrectly labeled as 0 Dingman Drive)	Greenvalley Estates II Inc.	X9250090	$3,953,000.00
6211 Colonel Talbot Road, London, ON N6P 1J2	London Valley IV Inc.	X9249955	$3,240,000.00
85 Crooks Street, Fort Erie, ON L2A 4H2	Fort Erie Hills Inc.	X9249962	$14,900,000.00
5318 Colonel Talbot Road, London, ON N6P 1H9	London Valley Inc.	X9249952	$4,365,000.00
9063 Twiss Road, Milton, ON L0P1B0	Randy Hoffner	W9249957	$3,495,000.00

70. The Applicants did not have knowledge of these listings at the time they were made, nor did they consent to the listing of these properties. Furthermore, the Applicants have never consented to the sale of any of these properties and deny that the Respondents are entitled to sell same under the circumstances.

71. While it appears that the aforementioned listings have since been removed, it is unknown to the Applicants whether other properties have been listed and/or if the Respondents are making efforts to sell the properties held by the Land Mutual Subsidiary Companies and/or the Canadian Shield Subsidiary Companies by way of alternative means that would not result in an MLS listing.

72. The Applicants further submit that the property municipally referred to as 9063 Twiss Road, Milton, ON L0P 1B0 (the "**Twiss Property**") is not owned by any company that First Global acquired control, either directly or indirectly, by way of the TGP Canada Transaction. It was, at all times relevant to these proceedings, owned by the Applicant Mr. Hoffner. Despite this, the Respondents still registered a caution against this property. Consequently, it is unclear on what grounds the Respondents believe they were entitled to list a property which they did not control, either directly or indirectly, for sale regardless of whether they had the authority of the owner, which in this case they did not have.

REGISTERING CAUTIONS ON PROPERTIES FOR WHICH IT HAS NO INTEREST

73. On September 11, 2024, being the same day that counsel for the Respondents received the PPSA Notice, First Global registered cautions against eleven (11) properties (the "**Cautions**") owned by the Land Mutual Subsidiary Companies and/or the Canadian Shield Subsidiary Companies. Specifically, First Global registered cautions against the following properties (jointly the "**Encumbered Properties**"):

Property Address	**Owner**	**MLS #**	**Proposed Price**
(unassigned) 0 Sodom Road E., Niagara Falls, ON L2E 6S6	Niagara Estates of Chippawa II Inc.	X9250524	$1.00
(unassigned) 0 Stanley Avenue E. Niagara Falls, ON L2E 0A6	Lyons Creek Niagara Falls Park Inc.	X9250496	$1.00
4001 Weaver Road, Niagara Falls, ON L2G 0S7	Niagara Estates of Chippawa II. Inc.	X9250508	$1.00

2310 Dingman Drive, London, ON N0L 1B0 (incorrectly labeled as 0 Dingman Drive)	Greenvalley Estates II Inc.	X9250090	$3,953,000.00
6211 Colonel Talbot Road, London, ON N6P 1J2	London Valley IV Inc.	X9249955	$3,240,000.00
85 Crooks Street, Fort Erie, ON L2A 4H2	Fort Erie Hills Inc.	X9249962	$14,900,000.00
5318 Colonel Talbot Road, London, ON N6P 1H9	London Valley Inc.	X9249952	$4,365,000.00
9063 Twiss Road, Milton, ON L0P1B0	Randy Hoffner	W9249957	$3,495,000.00

74. The Cautions registered against the Encumbered Properties all indicate that they were registered pursuant to section 71 of the *Land Titles Act*, and that the nature of the interest is "*the caution is being registered by First Global Financial Corp., who claims an ownership interest in the property through its subsidiaries*".

75. The Applicants submit that registering the Cautions on the Encumbered Properties served no purpose but to complicate the Applicants' abilities to enforce their security under the Pledge Agreement.

76. Again, the Twiss Property is not owned by First Global or any company which it acquired control, either directly or indirectly, by way of the TGP Canada Transaction. Despite this, First Global registered a caution against the Twiss Property pursuant to which they have alleged having an ownership interest on same.

77. Despite demands that these Charges be discharged, the Respondents have refused to do so.

LOSS OF CERTAIN PROPERTIES

78. Pursuant to the TGP Canada SPA First Global agreed to assume certain outstanding liabilities at its sole cost and expense. These liabilities included, but were not limited to, that liability provided at:

(a) paragraph 2(b)(xix) namely Niagara Falls Park Inc. is under a notice of sale instituted by Dennis Blain and Lakefront Developments Inc. for monies owing of approximately $5,934,495.00. In accordance with the service of notice of sale and the property has been sold to RA-Tech CAD Services Inc., pursuant to an agreement of purchase and sale dated April 11, 2024, for the sale price of $10,000,000.00 (the "**Niagara Falls Liability**"); and

(b) paragraph 2(b)(xx) namely, Niagara Estates of Chippawa II Inc. is in default under the mortgage in favour of 2229815 Ontario Ltd. for monies owing of approximately $6,288,381.00. A notice of sale has been served on this matter (the "**Chippawa II Liability**").

79. Despite the above, First Global has failed to take any steps to protect the assets subject to the above liabilities. Consequently, and as outlined below, two of the Land Mutual Subsidiary Companies have lost their ownership interest in certain properties.

The Niagara Falls Park Inc. Liability

80. Niagara Falls Park Inc., a corporation incorporated pursuant to the laws of the province of Ontario, as well as one of the Land Mutual Subsidiary Companies, was the owner of the property municipally known as 5021 Garner Road, Niagara Falls, ON L2E 6S4 (the "**Garner Property**").

81. On December 13, 2022, Dennis Blaine and Lakefront Developments Inc. (jointly the "**Garner Chargees**") registered a charge as against the Garner Property (the "**Garner Charge**"). On or about February 8, 2024, the Garner Chargees issued a Notice of Sale Under Charge/Mortgage of Land with respect to the Garner Charge and demanded payment of all amounts owing thereunder.

82. Despite the above, the Respondents failed to make any payments to thee Garner Chargeees or take any steps to avoid the Garner Chargees pursuing the power of sale process. Consequently, on or about July 31, 2024, the Garner Chargees registered a Transfer: Power of Sale pursuant to which title to the Garner Property was transferred to Garner Estates Inc.

<u>The Niagara Estates of Chippawa II Inc. Liability</u>

83. Niagara Estates of Chippawa II Inc. ("**Chippawa II**") is a corporation incorporated pursuant to the laws of the province of Ontario as well as being one of the Land Mutual Subsidiary Companies, and was the owner of the property municipally known as Willick Road and Sodom Road, Niagara Falls, ON (the "**Willick & Sodom Property**").

84. On April 19, 203 2229815 Ontario Inc. (the "**Willick & Sodom Chargee**") registered a charge as against the Willick & Sodom Property. On or about April 25, 2024, the Willick & Sodom Chargee issued a Notice of Sale Under Mortgage with respect to the Willick & Sodom Charge and demanded payment of all amounts owing thereunder.

85. Subsequently, on July 12, 2024, the Willick and Sodom Chargee commenced a foreclosure action (the "**Foreclosure Action**") as against Chippawa II with respect to the Willick & Sodom Charge. The Applicants had no knowledge of the Foreclosure Action, but the Applicants submit that the Respondents did. Despite this, the Respondents took no steps to avoid the foreclosure and on August 30, 2024, the Willick & Sodom Chargee obtained a Default Judgement for Immediate Foreclosure pursuant to which Chippawa II was ordered to deliver to the Willick & Sodom Chargee direct possession of the Willick & Sodom Property.

ASSIGNMENT OF THE HALTON PARK MORTGAGE

86. While not a party to this action, Halton Park Inc. ("**Halton Park**") is a corporation incorporated pursuant to the laws of the province of Ontario. Until in or about November 15, 2019, Halton Park was the owner of the property (the "**Halton Park Property**") legally referred to as:

> PT LTS 7 & 8, CON 3 ESQ , AS IN 335221, EXCEPT 574487 & 679752 ; S/T EW15614 HALTON HILLS/ESQUESING

87. On or about November 15, 2019, Halton Park sold the Halton Park Property to Milton 525 Holdings Inc., a corporation incorporated pursuant to the laws of the province of Ontario for the total consideration of $13,000,000.00. A portion of the purchase price was paid by way of a vendor take back mortgage in the amount of $7,800,000.00 (the "**Halton Park Mortgage**").

88. The terms of the Halton Park Mortgage were, *inter alia*, as follows:

(a) The principal sum of $7,800,000.00 (the "**Halton Park Principal**"); and

(b) The balance due date of November 4, 2024.

The Highway 27 Property Mortgage

89. On or about April 12, 2024, certain Land Mutual Subsidiary Companies (the "**Highway 27 Chargees**") registered a charge in the amount of $45,000,000.00 as against the Highway 27 Property as instrument number YR3666111 (the "**Highway 27 Mortgage**").

Assignment of the Halton Park Mortgage to First Global

90. On or about April 23, 2024, Halton Park and First Global entered into an assignment agreement (the "**Halton Park Assignment Agreement**") pursuant to which Halton Park irrevocably assigned, conveyed, granted and transferred all of its rights with respect to the Halton Park Mortgage to First Global (the "**Assignment**"), in consideration for which First Global agreed to:

(a) an amendment of the Highway 27 Mortgage increasing of the amount of same from $45,000,000.00 to $52,800,000.00, being an increase of $7,800,000.00 (the "**Highway 27 Mortgage Amendment**"); and

(b) irrevocably agreeing and confirming that Halton Park will be considered an additional joint account holder of the Highway 27 Mortgage, notwithstanding it is not legally registered as a charge under the Highway 27 Mortgage.

91. To facilitate the above, First Global, the Highway 27 Chargees and Mr. Salvatore entered into a Charge Amending Agreement dated April 26, 2024, pursuant to which, *inter alia*:

(a) The principal amount of the Highway 27 Mortgage was amended from $45,000,000.00 to $52,800,000;

(b) Additional language was added under the heading of "Additional Provisions" which provided as follows:

e. Upon the occurrence of a Triggering Event (As that term is defined under the Note), the sum of $7,800,000.00 shall become immediately due and payable on June 14, 2024. Failure to pay this amount on this date, shall constitute a default under this Charge entitling the Chargee to enforce all remedies available under the terms of the Charge.

(c) The parties agreed that Halton Park will be considered an additional joint account holder of the Highway 27 Mortgage, notwithstanding it is not legally registered a charge under the Charge.

92. The Proposed Acquisition of Companies referenced above, is what ultimately became the purchases contemplated by the SPAs.

93. On April 26, 2024, a Transfer of Charge was registered on title for the Halton Park Property as instrument number HR2028433 pursuant to which the Halton Park Mortgage was assigned from Halton Park to First Global.

Assignment of Portions of the Halton Park Mortgage to Third Parties

94. On May 3, 2024, pursuant to the terms of an assignment agreement between First Global and Evangelista Tolfa ("**Ms. Tolfa**"), First Global assigned to Ms. Tolfa $1,100,000.00 of the Halton Park Mortgage in exchange for the payment of $1,000,000.00.

95. On May 13, 2024, pursuant to the terms of an assignment agreement between First Global and Balwinder Cheema ("**Mr. Cheema**"), First Global assigned to Mr. Cheema $275,000.00 of the Halton Park Mortgage in exchange for the payment of $250,000.00.

96. The Applicants have no knowledge as to who Ms. Tolfa or Mr. Cheema and their involvement with the Respondents are, nor do they have any knowledge of the circumstances which led to these individuals paying monies to First Global in exchange for the aforementioned Tolfa Amendment and Cheema Amendment (the "Halton Park Mortgage Amendments").

97. The Applicants believe that assigning portions of the Halton Park Mortgage Amendments to these individuals only serves to ensure that $1,375,000.00 of the Halton Park Principal is not recoverable by the Applicants.

98. The Applicants submit that these actions are in breach of the Respondents' duty of good faith owed to the Applicants.

Assignment of the Halton Park Mortgage to Danny Iandoli

99. On September 20, 2024, First Global registered a Transfer of Charge on title for the Halton Park Property as instrument number HR2058425 pursuant to which the Halton Park Mortgage was assigned to Danny Iandoli ("**Mr. Iandoli**"), a resident of Toronto, Ontario (the "**Mr. Iandoli Assignment**").

100. Pursuant to certain correspondence sent to Mr. Hoffner, it is clear that Mr. Iandoli is connected to First Global, Mr. Salvatore and Ms. Salvatore and consequently were aware of:

(a) the Respondents' obligations to First Global under the Promissory Notes and Pledge Agreement;

(b) that the Respondents owed significant sums of money to the Applicants;

(c) that the Applicants were in a position to enforce the Respondents' obligations against them;

(d) that the Applicants could commence litigation as against the Respondents; and

(e) if the Applicants were successful with their litigation, they would be able to collect monies paid to First Global.

101. The Applicants submit that but for the assignment, the funds payable under the Halton Park Mortgage would have been paid to First Global, and consequently would be in its possession should the Applicants take steps to enforce their rights under the Promissory Notes and/or the Pledge Agreement.

102. The Applicants further submit that in choosing to assign the Halton Park Mortgage from First Global to Mr. Iandoli, First Global had no other purpose but to prevent the Applicants from being able to enforce any judgment they might obtain against First Global against those funds. As such, the Applicants submit that this assignment was conducted with the intention of First Global to defeat, hinder or delay the Applicants of their lawful action, suit, debts, accounts, damages, penalties or forfeitures.

103. The Applicants further submit that Mr. Iandoli, in agreeing to have the Halton Park Mortgage assigned to him, knew, or reasonably ought to have known, that he was interfering with

the Applicants' ability to enforce their claim as against those funds which would have been paid to First Global pursuant to the Halton Park Mortgage. In other words, he knew, or reasonably ought to have known, that he was denying the Applicants the ability to collect almost $7,800,000.00 of funds owing to them.

EXPECTATIONS OF THE APPLICANTS

104. The Applicants reasonably believed and expected, among other things, that:

(a) the Respondents had sufficient financing to complete the transactions outlined in the SPAs and to pay all monies owing with respect to same;

(b) the Respondents would not need to sell the real properties it, directly or indirectly, came to own by way of the SPAs to finance its obligations under same

(c) the Respondents would comply with the terms of the SPAs including, but not limited to, paying all monies owing pursuant to same;

(d) the Respondents would comply with the terms of the Promissory Note, including, but not limited to paying all monies owing pursuant to same by the deadlines contained therein, or in the alternative, by no later than the date agreed to by the parties;

(e) the Respondents would comply with their obligations pursuant to the terms of the Pledge Agreement;

(f) in the case where the Respondents defaulted on any of their obligations under the SPAs and/or the Promissory Notes, that they would immediately take all steps possible to cure any such default;

(g) the Respondents would not take any actions which would interfere with the Applicants' ability to enforce their security under the Collateral Mortgage and/or the Share Pledge;

(h) that until such time as the Respondents paid all monies owing to the Applicants by way of the SPAs and/or the Promissory Notes, they would not take any steps to sell those real properties they had come to control, directly or indirectly, pursuant to the terms of the SPAs;

(i) if it was necessary for the Respondents to sell any of those real properties they had come to control, directly or indirectly, prior to the Applicants being paid in full, which should not have been necessary, the proceeds of the sale of any of those real properties would be directed to the Applicants to the credit of the amounts owing under the SPAs and the Promissory Notes;

(j) until such time as the Respondents paid all monies owing to the Applicants by way of the SPAs and/or Promissory Notes, the Respondents would not transfer or assign any rights belonging to those companies which First Global came to control, directly or indirectly, by way of the TPG Canada SPA to any third party including, but not limited to, companies to which the Respondents, or some or one of them own personally;

(k) Until such time as the Respondents had fulfilled all obligations arising under the SPAs and the Promissory Notes, the Respondents would not take any steps with respect to the assets purchased by way of the SPAs without the knowledge and consent of the Applicants;

(l) Until such time as the Respondent had fulfilled all obligations arising under the SPAs and the Promissory Notes, the Respondents would not misappropriate the proceeds of the sale of any real property which it came to control, directly or indirectly, pursuant to the SPAs;

(m) Until such time as the Respondents had fulfilled all obligations arising under the SPAs and the Promissory Notes, the Respondents would not take any action that would dilute, erode or otherwise affect the value of the assets;

(n) Until such time as the Respondents had fulfilled all obligations arising under the SPAs and the Promissory Notes, they would treat the Applicants fairly and comply with all agreements made between them in good faith;

(o) Until such time as the Respondents had paid all monies owing to the Applicants by way of the SPAs and Promissory Notes, First Global, to the extent it assumed outstanding liabilities by way of the TGP Canada SPA, would ensure the default of such liabilities did not result in the loss of assets belonging to any of those companies which the Respondents controlled, directly or indirectly, by way of the TGP Canada SPA;

(p) The Respondents would fulfil their fiduciary obligations to the Applicants until such time as they had complied with all of their obligations under the SPAs and the Promissory Notes.

105. The Respondents have acted in a manner that is in contravention, and is oppressive to all of the above expectations.

THE APPLICANT'S POSITION ON THE RELIEF SOUGHT

106. Given the above, the Applicants are seeking the following relief:

(a) An injunction restraining the Respondents from dealing with, encumber or clouding title to, or causing another party to deal with, encumber or cloud title to, the real property which the Respondents came to control, directly or indirectly, by way of the SPAs. It is the Applicants' position that the actions of the Respondents to date, heretofore described, demonstrate an intention on the part of the Respondents to conduct a Fraudulent Scheme by which they sell, or otherwise transfer, assets in First Global's direct or indirect control, for the purpose of benefiting themselves and depriving the Applicants.

(b) A court order approving the sale of the London Properties and vesting the London Properties to (i) Farhi Farming Corporation as it relates to 5980 Colonel Talbot APS and 6172 Colonel Talbot APS; and (ii) Farhi Farming Corporation and Farhi Holdings Corporation as it relates to the Wonderland APS, but requiring that the proceeds of these transactions, less any reasonable costs and expenses, be paid to SimpsonWigle LAW LLP in trust, or, alternatively, paid into court. It is the

Applicants' position that while the sale of the London Properties should be permitted to proceed, the Applicants are concerned that if the Respondents, or one of the companies for which it has direct or indirect control, is permitted to receive the proceeds of those sales without restriction it will dispose of same in a manner that prioritizes their interests over those interests of the Applicants who, to date, have yet to receive any of the amounts to be paid under the SPAs and the Promissory Notes.

(c) A court order requiring the Respondents to account for the funds they, or one of the companies for which they have direct or indirect control, received pursuant to the sale of the Highbury Property, or any other property for which they have direct or indirect control as a result of the TGP Canada Transaction, and requiring them to pay to SimpsonWigle LAW in trust any portion of those proceeds remaining in First Global's control. At this point in time, it is not known to the Applicants the quantum of the net proceeds of the sale of the Highbury Property but the Applicants are reasonably concerned, given that no portion of those proceeds have ever been paid to the Applicants to the credit of the amounts owing under the SPAs and Promissory notes, that those net proceeds have ben entirely distributed, or if not, should they not be preserved as outlined above, they will be distributed.

(d) A court order reversing the transfer of Greenvalley's interest in the Highbury Charge to the Respondent Tiberis and directing that any further monies to be paid with respect to the Highbury Charge by ~~Milton 525~~ Dancor to Greenvalley be paid to SimpsonWigle LAW LLP in trust. The Applicants submit that this transfer

served no purpose but to direct funds which should have been payable to a company on which the Applicants could enforce their security under the Pledge Agreement, to a company in the control of the Respondents, thus benefiting the Respondents while depriving the Applicants should it become necessary for them to enforce their security under the Pledge Agreement. To the extent the transfer is reversed as requested by the Applicants, the Applicants will require a further order requiring any funds due and owing by ~~Milton 525~~ Dancor to Greenvalley to be paid to SimpsonWigle LAW LLP in trust in order to avoid such funds being dispersed in a manner which benefits the Respondents at the expense of the Applicants.

(e) A court order reversing the transfer of First Global's interest in the Halton Park Mortgage to the Respondent Mr. Iandoli and directing that any further monies to be paid with respect to the Halton Park Mortgage by Milton 525 to First Global be paid to SimpsonWigle LAW LLP in trust. The Applicants submit that this transfer served no purpose but to direct funds which should have been payable to First Global against which the Applicants could have enforced any judgment obtained in the herein proceedings, to a company in the control of a third party who is directly connected to First Global, Mr. Salvatore and Ms. Salavatore, thus benefiting the Respondents while depriving the Applicants. To the extent the transfer is reversed as requested by the Applicants, the Applicants will require a further order requiring any funds due and owing by Milton 525 to First Global to be paid to SimpsonWigle LAW LLP in trust in order to avoid such funds being dispersed in a manner which benefits the Respondents at the expense of the Applicants.

(f) A court order prohibiting the Respondents from listing, or instructing a party to list, any of the real property which they controls, directly or indirectly, as a result of the transaction contemplated under the SPAs and to the extent such listings already exist, an order requiring that they be removed. It is the Applicants' position that the listing of any of the real property over which the Respondents have gained control of, directly or indirectly, pursuant to the SPAs , only serves to impact the Applicants' ability to deal with same in accordance with the terms of the Pledge Agreement.

(g) A court order requiring the Respondents discharge all Cautions registered against the Encumbered Properties. As outlined above, these Cautions serve no purpose but to interfere with the Applicants' ability to enforce their security under the Pledge Agreement in as much as they might prevent the Applicants from selling properties falling within the definition of Collateral as provided in the Pledge Agreement.

(h) A court order requiring that the listing of any of those real properties for which the Respondents took control, directly or indirectly, by way of the TGP Canada Transaction, be immediately withdrawn and preventing further listings in the future by the Respondents. It is the Applicants' position that the listing of any of these real properties by the Respondents, will only serve to complicate, or otherwise interfere with the Applicants' ability to enforce their security by way of the Pledge Agreement.

(i) A court order permitting the Applicants to enforce their rights under the Pledge Agreement. As outlined above, it is the Applicants' position that First Global has breached the terms of the Promissory Note and consequently the Applicants are permitted to enforce their security thereunder which includes, but is not limited to, enforcing their rights under the Pledge Agreement.

(j) The Respondents have taken steps which serve to benefit Mr. Salvatore and Ms. Salvatore in their personal capacity and consequently the Applicants submit they are permitted to an order piercing the corporate veil.

(k) The Applicants submit that:

(i) They are a complainant under section 248 of the *Business Corporations Act*, R.S.O. 1990, Ch. B-16 (the "*BIA*");

(ii) that the business or affairs of the Respondents, or their affiliates are, have been or are threatened to be carried on or conducted in a manner that is oppressive or unfairly prejudicial to or that unfairly disregards the interests of the Applicants;

(iii) that the powers of the director(s) of First Global, or any of its affiliates, have been or are threatened to be exercised in a manner that is oppressive or unfairly prejudicial to or that unfairly disregards the interests of the Applicants; and

(iv) consequently, in accordance with section 248(3) of the *BIA* the Applicants are entitled to the relief sought herein.

107. Section 248 of the *Business Corporations Act*, R.S.O. 1990, Ch. B-16.

108. Rules 3.02, 14 and 38 of the *Rules of Civil Procedure.*

109. Such further and other grounds as the lawyers may advise.

The following documentary evidence will be used at the hearing of the application: (List the affidavits or other documentary evidence to be relied on.)

(a) The Affidavit of Randy Hoffner sworn October 18, 2024 and the exhibits appended thereto;

(b) The Affidavit of Pauline Hoffner sworn October 18, 2024;

(c) The Affidavit of Tim Shields sworn October 17, 2024;

(d) The Supplemental Affidavit of Randy Hoffner sworn October 24, 2024;

(e) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

(Date of issue)

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TRANS GLOBAL PARTNERS LIMITED et al.
Applicants

-and-

FIRST GLOBAL FINANCIAL CORP. et al.
Respondents

Court File No. CV-24-87580-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
HAMILTON

AMENDED NOTICE OF APPLICATION

SimpsonWigle LAW LLP
1 Hunter Street East
Suite 200
Hamilton, Ontario L8N 3W1

George Limberis (LSO #48328T)
Email: GeorgeL@SimpsonWigle.com

Kevin Mitchell (LSO #64736U)
Email: MitchellK@SimpsonWigle.com

Tel: 905-528-8411

Lawyers for the Applicants

TRANS GLOBAL PARTNERS LIMITED et al.
Applicants

-and-

FIRST GLOBAL FINANCIAL CORP. et al.
Respondents

Court File No. CV-24-00087580-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
HAMILTON

ORDER

SimpsonWigle LAW LLP
1 Hunter Street East
Suite 200
Hamilton, Ontario L8N 3W1

George Limberis (LSO #48328T)
Email: GeorgeL@SimpsonWigle.com

Kevin Mitchell (LSO #64736U)
Email: MitchellK@SimpsonWigle.com

Lawyers for the Applicants

THIS IS **EXHIBIT "NNN"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

ONTARIO

Superior Court of Justice – Central South Region

ENDORSEMENT SHEET FOR CIVIL MOTION/APPLICATION

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

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

BEFORE: JUSTICE L, SHEARD.

HEARD ON: 19-NOV-2024

COUNSEL:

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

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

☐ **ORDER SIGNED** ☐ **ON CONSENT**

☐ **UNOPPOSED** ☐ **NO ONE APPEARED**

☐ **ADJOURNED TO** Click here to enter a date.

ENDORSEMENT:

ON CONSENT Unless ordered otherwise the Order of Justice McNeil made on 31October 2024 ("McNei
remain in full force and effect
On cosent paragraphs 6/7/8/9 of McNeil Order shall not be enforced pending further order of court
On consent the sales proceeds and payment - less legal fees - are to be held in trust by
Simpson Wigle Law LLP until further order of the court
With respect to paragraph 10 of McNeil Order the following words shall be added:
"without predjudice to the right, if any, of the respondents - First Global Financial Corp, Elena Salvatore, Vincent Salvatore and Tiberis Capital Corp- to seek reimbursment of daily interest, payable by reason of the adjournment today caused by one or more of the non parties, from one or more of those parties.
The applicaton is adjourned to Dec 5 2024 to be spoken to for the purpose of allowing parties to reach agrement allowing the saleof the properties and to advise the court of a time tsble for thwe hearing or the

osts of today resercved for judge hearing the application

ONTARIO

Superior Court of Justice – Central South Region

Date: Click or tap here to enter text.

Justice Click or tap here to enter text.

THIS IS **EXHIBIT "OOO"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

Court File No. CV-24-00087580-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE	)	THURSDAY, THE 5th
	)	
JUSTICE BORDIN	)	DAY OF DECEMBER, 2024

B E T W E E N:

TRANS GLOBAL PARTNERS LIMITED, RANDRY HOFFNER and PAULINE HOFFNER

Applicants

- and -

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

Respondents

ORDER

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

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

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

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

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

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

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

Bordin J.

Issued and entered electronically by

Alexandre Boulianne Digitally signed by Alexandre Boulianne
Date: 2024.12.11 10:15:19 -05'00'

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

SCHEDULE "A"

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

TRANS GLOBAL PARTNERS LIMITED *et al.*
Applicants

-and-

FIRST GLOBAL FINANCIAL CORP. *et al.*
Respondents

Court File No. CV-24-00087580-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceedings commenced at HAMILTON

ORDER

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

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

Tel: (416) 366-6743

Lawyers for the Respondent,
Danny Iandoli

THIS IS **EXHIBIT "PPP"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

ONTARIO

Superior Court of Justice – Central South Region

ENDORSEMENT SHEET FOR SHORT MOTION

ACTION COMMENCED AT: SCJ 45 Main St E. Hamilton, Ontario

SHORT TITLE OF PROCEEDINGS: TRANS GLOBAL et al v FIRST GLOBAL et al

COURT FILE NO.: CV-24-87580

BEFORE: JUSTICE BORDIN

HEARD ON: 05 December 2024

COUNSEL:

- K. MITCHELL for the plaintiff/applicant
- WYGODNY A (~~Danny R~~ CK 5 DEC 24) for defendant/respondent
  BADHAM, D - RESP 2, 3, 4

A. WYGODNY for Danny LANDOLI.

MOVING PARTY ☒ Plaintiff/Applicant ☐ Defendant/Respondent ☐ Other

RELIEF REQUESTED: TO BE COMPLETED BY PARTY

☐ **ORDER SIGNED** ☐ **ON CONSENT**

☐ **UNOPPOSED** ☐ **NO ONE APPEARED**

☐ **ADJOURNED TO:** Click here to enter a date.

ENDORSEMENT:

~~(Timetable on consent (to be provided))~~ CK 5 DEC 2024.

order to go in accordance as signed by me

Date: 05 December 2024

Justice BORDIN

THIS IS **EXHIBIT "QQQ"** REFERRED TO IN THE
AFFIDAVIT OF AKIKO KOBAYASHI, SWORN BEFORE ME
THIS 27th DAY OF FEBRUARY, 2025.

Amanda McLachlan

A Commissioner for Taking Affidavits (or as may be)

AMANDA MCLACHLAN

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

Applicants

- and -

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

Respondents

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

CONSENT TO ACT AS RECEIVER

KSV RESTRUCTURING INC. hereby consents to act as the court-appointed receiver and manager, without security, of the present and after-acquired assets, undertakings, and properties of the Respondents, and all proceeds thereof, pursuant to the terms of the order contained in the Applicants' Application Record, section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended, and Rules 14.05(2) and (3) of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended.

Dated at Toronto, Ontario this 18th day of February 2025.

KSV RESTRUCTURING INC. solely in its capacity as proposed Receiver of the Respondents and not in its personal or corporate capacities

Per: _____
Name: Noah Goldstein
Title: Managing Director

63472877.2

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

MIZUE FUKIAGE, AKIKO KOBAYASHI, YOSHIKI FUKIAGE, KOBAYASHI KYOHODO CO., LTD. AND TORU FUKIAGE	and	**CLEARVIEW GARDEN ESTATES INC., TALBOT CROSSING INC., NIAGARA ESTATES OF CHIPPAWA II INC., LONDON VALLEY INC., LONDON VALLEY II INC., LONDON VALLEY III INC., LONDON VALLEY IV INC., LONDON VALLEY V INC., FORT ERIE HILLS INC., 2533430 ONTARIO INC., CGE CAPITAL MANAGEMENT INC., TGP-TALBOT CROSSING INC., NEC II CAPITAL MANAGEMENT INC., LV CAPITAL MANAGEMENT INC., LV II CAPITAL MANAGEMENT INC., LV III CAPITAL MANAGEMENT INC., LV IV CAPITAL MANAGEMENT INC., LV V CAPITAL MANAGEMENT INC. AND FORT ERIE HILLS CAPITAL MANAGEMENT INC.**
Applicants		Respondents

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced in Toronto

AFFIDAVIT OF AKIKO KOBAYASHI
(Sworn February 27, 2025)

BENNETT JONES LLP
One First Canadian Place, Suite 3400
P.O. Box 130
Toronto, ON M5X 1A4
Amanda McLachlan (LSO# 58365O)
Tel: (416) 777-5393
Email: mclachlana@bennettjones.com
Mike Shakra (LSO#: 64604K)
Tel: (416) 777-6236
Email: shakram@bennettjones.com
Joshua Foster (LSO# 79447K)
Tel: (416) 777-7906
Email: fosterj@bennettjones.com
Lawyers for the Applicants

Tab 3

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

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

Applicants

- and -

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

Respondents

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

AFFIDAVIT OF LORRAINE KLEMENS

(Sworn February 28, 2025)

I, Lorraine Klemens, of the City of Mississauga, in the Regional Municipality of Peel, MAKE OATH AND SAY:

1. I am a law clerk with the law firm of Bennett Jones LLP, lawyers for the Plaintiffs, and, as such, have personal knowledge of the matters contained in this affidavit. Where I do not possess

personal knowledge, I have stated the source of my information and, in all such cases, believe it to be true.

The Hamilton Proceedings

2. Attached as **Exhibit "A"** is a copy of an email from Patryk Sawicki ("**Mr. Sawicki**") of Gowling WLG (Canada) LLP ("**Gowling**"), counsel to Ben Pilehver ("**Mr. Pilehver**") to the service list for the matter of *Trans Global Partners Limited et al v. First Global Financial Corp. et al*, Court File No. CV-24-00087580-0000 (the "**Hamilton Proceedings**"), serving the motion record for TGP Canada Management Inc.'s motion for leave to intervene in the Hamilton Proceedings, dated January 20, 2025. Pam Hundal ("**Ms. Hundal**") is included in the service list.

3. Attached as **Exhibit "B"** is a copy of an email from Mr. Sawicki serving a Notice of Motion for TGP Canada Management Inc.'s motion for leave to intervene in the Hamilton Proceedings, dated February 4, 2025. Ms. Hundal is included in the service list.

Communications with Interested Parties in the Within Application

4. Attached as **Exhibit "C"** is a copy of an email from Joshua Foster ("**Mr. Foster**") of Bennett Jones LLP ("**Bennett Jones**"), counsel to the Applicants, serving the Notice of Application in this proceeding on the service list, including Ms. Hundal and Mr. Sawicki, dated February 7, 2025.

5. Attached as **Exhibit "D"** is a copy of an email from Mr. Foster circulating the Endorsement of the Honourable Madame Justice Steele regarding the scheduling conference for this proceeding to the service list, dated February 20, 2025.

6. Attached as **Exhibit "E"** is a copy of an email from Mr. Sawicki, in response to Exhibit "D", advising that Gowling does not act for TGP Canada Management Inc. or its affiliates in this proceeding, and requesting to be removed from the service list, dated February 21, 2025.

Attempted Sales of Certain Properties

7. Attached as **Exhibit "F"** is a copy of email correspondence from Mike Shakra of Bennett Jones ("**Mr. Shakra**") to William Fawcett ("**Mr. Fawcett**") and Beth Mullin of McKenzie Lake Lawyers LLP, counsel for Steve Copp and Copperstone Farms Inc. (the purchaser), regarding the sale of 5318 Colonel Talbot Road (the "**LV Project**"), dated February 20, 2025.

8. Attached as **Exhibit "G"** is a copy of a letter from Mr. Fawcett to David Badham ("**Mr. Badham**"), of Brar Tamber Rigby Badham, counsel for First Global Financial Corp.; Sajid Mahmood ("**Mr. Mahmood**") of AMS Mangat Law PC, counsel for Mr. Pilehver and London Valley Inc.; and RE/MAX West Realty Inc., Brokerage, regarding the sale of the LV Project, dated February 26. 2025.

9. Attached as **Exhibit "H"** is a copy of an email from Mr. Shakra to Mr. Fawcett and Beth Mullin, counsel for Titan Lands Inc. (the purchaser), regarding the sale of 6211 Colonel Talbot Road (the "**LV IV Project**"), dated February 21, 2025.

10. Attached as **Exhibit "I"** is a copy of a letter from Mr. Badham to Mr. Pilehver, Ms. Hundal, and Marie Canonaco of RE/MAX West Realty Inc., brokerage ("**Ms. Canonaco**"), regarding the sale of the LV Project, dated February 25, 2025.

11. Attached as **Exhibit "J"** is a copy of an email from Amanda McLachlan ("**Ms. McLachlan**") of Bennett Jones to Ms. Hundal regarding the sale of the LV IV Project, dated February 20, 2025.

12. Attached as **Exhibit "K"** is a copy of an automatic reply email from Ms. Hundal to Ms. McLachlan, dated February 21, 2025.

13. Attached as **Exhibit "L"** is a copy of an email from Ms. McLachlan to Ms. Hundal, in reply to Exhibit "J", requesting a response and confirmation that the Sale Proceeds from the LV IV Project have not been disbursed, dated February 25, 2025. I am advised by Ms. McLachlan that she has still not received a response from Ms. Hundal as of February 27, 2025.

14. Attached as **Exhibit "M"** is a copy of an email from Ms. Hundal to the service list requesting to be removed from the chain and advising that she is not retained in relation to this proceeding, dated February 27, 2025.

15. Attached as **Exhibit "N"** is a copy of a Notice of Application from the Law Society of Ontario against Ms. Hundal for misconduct and conduct unbecoming a licensee, dated March 16, 2023.

16. Attached as **Exhibit "O"** is a copy of an email from Ms. McLachlan to Mr. Pilehver regarding the sale of the LV IV Project, dated February 22, 2025.

17. Attached as **Exhibit "P"** is a copy of a read receipt from Mr. Pilehver to Ms. McLachlan, confirming that Mr. Pilehver read the correspondence attached at Exhibit N on February 22, 2025

18. Attached as **Exhibit "Q"** is a copy of an email from Mr. Shakra to Mr. Mahmood regarding the sale of the LV Project, dated February 22, 2025.

19. Attached as **Exhibit "R"** is a copy of a read receipt from Mr. Mahmood to Mr. Shakra, confirming that Mr. Mahmood read the correspondence attached at Exhibit P on February 23, 2025.

Sale Proceeds

20. Attached as **Exhibit "S"** is a copy of a letter from Ms. McLachlan to TD Bank Group regarding the sale proceeds from the LV IV Project, dated February 21, 2025. I am advised by Ms. McLachlan that TD Bank Group had initially indicated the proceeds remained in Ms. Hundal's account, but has subsequently confirmed the funds were disbursed. I am also advised by Ms. McLachlan that TD Bank Group has advised that it is unable to advise the Applicants or the proposed Receiver as to the particulars of where the proceeds from the sale of the LV IV Project were disbursed without a court order.

21. Attached as **Exhibit "T"** is a copy of a wire transfer confirmation detailing a transfer of $1,899,528.20 from McKenzie Lake Lawyers LLP's trust account to Parminder Hundal Law Professional for the balance due on closing, dated February 5, 2025. I am advised that the wire transfer confirmation depicts the transfer of funds from the purchaser of the property owned by the LV IV Project to Parminder Hundal Law Professional (Ms. Hundal's law firm).

Prior Attempts to Sell Certain of the Properties

22. Attached as **Exhibit "U"** is a copy of an email dated February 22, 2025 to Mr. Shakra of Bennett Jones attaching a link to listings of various properties previously listed by Ms. Canonaco.

I am advised by Ms. McLachlan that several of these properties are owned by the projects at issue in this proceeding, or other projects related to the projects in which the Applicants invested, as detailed at Exhibits U to AA below:

(a) Attached as **Exhibit "V"** is a copy of a listing for 0 Stanley Ave East, Niagara Falls, Ontario, dated February 25, 2025.

(b) Attached as **Exhibit "W"** is a copy of a listing for 0 Dingman Drive, London, Ontario, dated February 25, 2025.

(c) Attached as **Exhibit "X"** is a copy of a listing for 5318 Colonel Talbot Road, London, Ontario, dated February 25, 2025.

(d) Attached as **Exhibit "Y"** is a copy of a listing for 85 Crooks Street, Fort Erie, Ontario, dated February 25, 2025.

(e) Attached as **Exhibit "Z"** is a copy of a listing for 6211 Colonel Talbot Road, London, Ontario, dated February 25, 2025.

(f) Attached as **Exhibit "AA"** is a copy of a listing for 11720 Highway 27, Vaughan, Ontario, dated February 25, 2025.

23. Attached as **Exhibit " BB "** is a copy of the corporate profile report for Rozhina Development Group Inc. ("**Rozhina**"), stating that Mr. Pilehver is an active director of the corporation as of February 25, 2025.

24. Attached as **Exhibit "CC"** is a copy of the home page for Rozhina's website as of February 25, 2025.

25. Attached as **Exhibit "DD"** is a copy of the 'About Us' page for Rozhina's website as of February 25, 2025.

26. Attached as **Exhibit "EE"** is a copy of the 'Meet our Team' page for Rozhina's website as of February 25, 2025, listing Mr. Pilehver as a Vice President/Partner, Ms. Hundal as General Counsel/Managing Partner, and Ms. Canonaco as Top Real Estate Advisor and Urban Planning Expert.

27. Attached as **Exhibit "FF"** is a copy of the Notice of Application issued in this proceeding on February 6, 2025.

SWORN by Lorraine Klemens of the City of Mississauga, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on February 28, 2025 in accordance with O Reg 431/20, Administering Oath or Declaration Remotely.

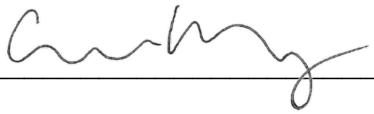
A Commissioner, etc., Province of Ontario, while a Student-at-Law. Expires April 27, 2026.
CLARE MURRAY

LORRAINE KLEMENS

This is **Exhibit "A"** referred to in the

Affidavit of Lorraine Klemens

Sworn before me, this 28th day of February, 2025



CLARE PATRICIA MURRAY

A Commissioner, etc., Province of Ontario, while a Student-at-Law.

Expires April 27, 2026.

From:	Sawicki, Patryk
To:	"GeorgeL@SimpsonWigle.com"; "MitchellK@SimpsonWigle.com"; "jsousa@bbo.on.ca"; "Pam@hundallaw.ca"; "Brennan Brar"; Amanda McLachlan; Maisah Syed; "Adam Wygodny"; "David Badham"
Cc:	Iqbal, Asim; Murray, Haddon
Subject:	Motion Record re: Motion to Intervene - TGP Canada Management Inc. - Trans Global Partners Limited et al v First Global Financial Corp. et al - Court File No. CV-24-00087580-0000
Date:	Monday, January 20, 2025 6:34:39 PM

Dear Service List:

We are counsel for TGP Canda Management Inc. ("**TGP**"), the proposed intervenor in the above proceedings.

Please see a link to a Titan File channel containing the Motion Record of TGP, in connection with TGP's motion for leave to intervene pursuant to Rule 13 of the *Rules of Civil Procedure* (Ontario):

https://gowlingwlgca.titanfile.com/channels/sqMJ5P/

We intend to schedule the motion for the week of March, 24, 2025, in accordance with the order of the Court dated December 5, 2025.

Please note that the bookmarked and hyperlinked version will be uploaded later today.

Kindly advise if there are issues accessing the materials.

Regards,

Patryk

Patryk Sawicki
Associate
T +1 416 369 7246
M +1 437-439-1944
patryk.sawicki@gowlingwlg.com

Gowling WLG (Canada) LLP
Suite 1600, 1 First Canadian Place
100 King Street West
Toronto ON M5X 1G5
Canada

gowlingwlg.com

Gowling WLG | 1,500+ legal professionals worldwide

The information in this email is intended only for the named recipient and may be privileged or confidential. If you are not the intended recipient please notify us immediately and do not copy, distribute or take action based on this email. If this email is marked 'personal' Gowling WLG is not liable in any way for its content. E-mails are susceptible to alteration. Gowling WLG shall not be liable for the message if altered, changed or falsified.

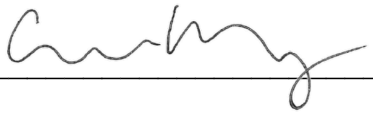
Gowling WLG (Canada) LLP is a member of Gowling WLG, an international law firm which consists of independent and autonomous entities providing services around the world. Our structure is explained in more detail at www.gowlingwlg.com/legal.

References to 'Gowling WLG' mean one or more members of Gowling WLG International Limited and/or any of their affiliated businesses as the context requires. Gowling WLG (Canada) LLP has offices in Montréal, Ottawa, Toronto, Hamilton, Waterloo Region, Calgary and Vancouver.

This is **Exhibit "B"** referred to in the

Affidavit of Lorraine Klemens

Sworn before me, this 28th day of February, 2025



CLARE PATRICIA MURRAY

A Commissioner, etc., Province of Ontario, while a Student-at-Law.

Expires April 27, 2026.

Priscilla Cheng

From: Sawicki, Patryk <Patryk.Sawicki@gowlingwlg.com>
Sent: Tuesday, February 4, 2025 6:15 PM
To: 'GeorgeL@SimpsonWigle.com'; 'MitchellK@SimpsonWigle.com'; 'jsousa@bbo.on.ca'; 'Pam@hundallaw.ca'; 'Brennan Brar'; Amanda McLachlan; Maisah Syed; 'Adam Wygodny'; 'David Badham'
Cc: Iqbal, Asim; Murray, Haddon
Subject: RE: Motion Record re: Motion to Intervene - TGP Canada Management Inc. - Trans Global Partners Limited et al v First Global Financial Corp. et al - Court File No. CV-24-00087580-0000
Attachments: NOTICE OF MOTION - PROPOSED INTERVENOR - TGP CANADA MANAGEMENT INC - 4-FEB-2025.pdf

Dear Service List:

Per the below, please see attached a Notice of Motion of TGP Canada Management Inc., the proposed intervenor in the above proceedings, with the motion being returnable on Tuesday, March 25, 2025.

The Notice of Motion has only been updated to reflect that the motion is to be heard on the above date and in person.

Regards,

Patryk

Patryk Sawicki
Associate
T +1 416 369 7246
M +1 437-439-1944
patryk.sawicki@gowlingwlg.com

GOWLING WLG

From: Sawicki, Patryk
Sent: Monday, January 20, 2025 9:30 PM
To: 'GeorgeL@SimpsonWigle.com' <GeorgeL@simpsonwigle.com>; 'MitchellK@SimpsonWigle.com' <MitchellK@simpsonwigle.com>; 'jsousa@bbo.on.ca' <jsousa@bbo.on.ca>; 'Pam@hundallaw.ca' <Pam@hundallaw.ca>; 'Brennan Brar' <brennan@brartamber.com>; 'Amanda McLachlan' <McLachlanA@bennettjones.com>; 'Maisah Syed' <SyedM@bennettjones.com>; 'Adam Wygodny' <awygodny@wagnersidlofsky.com>; 'David Badham' <dbadham@btrlaw.ca>
Cc: Iqbal, Asim <Asim.Iqbal@ca.gowlingwlg.com>; Murray, Haddon <Haddon.Murray@ca.gowlingwlg.com>
Subject: RE: Motion Record re: Motion to Intervene - TGP Canada Management Inc. - Trans Global Partners Limited et al v First Global Financial Corp. et al - Court File No. CV-24-00087580-0000

Dear Service List:

A bookmarked and hyperlinked Motion Record of TGP has been uploaded to Titan File:

https://gowlingwlgca.titanfile.com/channels/sqMJ5P/

Regards,

Patryk

Patryk Sawicki
Associate
T +1 416 369 7246
M +1 437-439-1944
patryk.sawicki@gowlingwlg.com

GOWLING WLG

From: Sawicki, Patryk
Sent: Monday, January 20, 2025 6:34 PM
To: 'GeorgeL@SimpsonWigle.com' <GeorgeL@simpsonwigle.com>; 'MitchellK@SimpsonWigle.com' <MitchellK@simpsonwigle.com>; 'jsousa@bbo.on.ca' <jsousa@bbo.on.ca>; 'Pam@hundallaw.ca' <Pam@hundallaw.ca>; 'Brennan Brar' <brennan@brartamber.com>; 'Amanda McLachlan' <McLachlanA@bennettjones.com>; 'Maisah Syed' <SyedM@bennettjones.com>; 'Adam Wygodny' <awygodny@wagnersidlofsky.com>; 'David Badham' <dbadham@btrlaw.ca>
Cc: Iqbal, Asim <Asim.Iqbal@ca.gowlingwlg.com>; Murray, Haddon <Haddon.Murray@ca.gowlingwlg.com>
Subject: Motion Record re: Motion to Intervene - TGP Canada Management Inc. - Trans Global Partners Limited et al v First Global Financial Corp. et al - Court File No. CV-24-00087580-0000

Dear Service List:

We are counsel for TGP Canda Management Inc. (“**TGP**”), the proposed intervenor in the above proceedings.

Please see a link to a Titan File channel containing the Motion Record of TGP, in connection with TGP’s motion for leave to intervene pursuant to Rule 13 of the *Rules of Civil Procedure* (Ontario):

https://gowlingwlgca.titanfile.com/channels/sqMJ5P/

We intend to schedule the motion for the week of March, 24, 2025, in accordance with the order of the Court dated December 5, 2025.

Please note that the bookmarked and hyperlinked version will be uploaded later today.

Kindly advise if there are issues accessing the materials.

Regards,

Patryk

Patryk Sawicki
Associate
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M +1 437-439-1944
patryk.sawicki@gowlingwlg.com

GOWLING WLG

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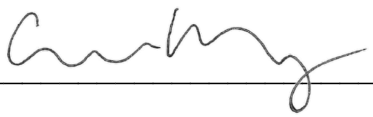
References to 'Gowling WLG' mean one or more members of Gowling WLG International Limited and/or any of their affiliated businesses as the context requires. Gowling WLG (Canada) LLP has offices in Montréal, Ottawa, Toronto, Hamilton, Waterloo Region, Calgary and Vancouver.

This is **Exhibit "C"** referred to in the

Affidavit of Lorraine Klemens

Sworn before me, this 28th day of February, 2025



CLARE PATRICIA MURRAY

A Commissioner, etc., Province of Ontario, while a Student-at-Law.

Expires April 27, 2026.

From:	Joshua Foster
To:	ngoldstein@ksvadvisory.com; kplunkett@airdberlis.com; georgel@simpsonwigle.com; mitchellk@simpsonwigle.com; asim.iqbal@gowlingwlg.com; haddon.murray@gowlingwlg.com; patryk.sawicki@gowlingwlg.com; pam@hundallaw.ca; awygodny@wagnersidlofsky.com; jsousa@bbo.on.ca; dbadham@btrlaw.ca
Cc:	Amanda McLachlan; Mike Shakra; Maisah Syed
Subject:	RE: Kobayashi Kyohodo Co. Ltd. et al. v Clearview Garden Estates Inc. et al. - CV-25-00736577-00CL - Application Returnable on a Date to be Set
Date:	Friday, February 7, 2025 2:57:48 PM
Attachments:	image001.png NOTICE OF APPLICATION - APPLICANTS - KOBAYASHI KYOHODO CO. LTD. ET AL. - 06-FEB-2025.PDF

TO THE SERVICE LIST:

In connection with the application (the "**Application**") of the applicants (collectively, the "**Applicants**") in the above-captioned proceedings, for an order (the "**Receivership Order**") under section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C-43, and Rules 14.05(2) and (3) of the *Rules of Civil Procedure,* R.R.O. 1990, Reg. 194, among other things, appointing KSV Restructuring Inc. as the receiver and manager of certain real and personal property of the respondents, please find attached and served upon you pursuant to and in accordance with the *Rules of Civil Procedure* and the E-Service Protocol of the Commercial List, the Applicants' Notice of Application. As reflected in the Notice of Application, the Application is currently returnable on a date to be set by the registrar.

The Applicants intend to book a 9:30 a.m. scheduling conference on the earliest available date within the following two weeks with the Commercial List office for the purposes of scheduling a date for the Application and, if necessary, setting a timetable for the delivery of responding and reply materials. To that end, please advise as soon as possible of any date(s) on which you are not available in the event you intend to respond to the Application. If we do not hear from you, we will book the nearest available date that is convenient for the Applicants.

Kind regards,

Josh

Joshua Foster
Associate, Bennett Jones LLP
3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4
T. 416 777 7906 | F. 416 863 1716
BennettJones.com

Bennett Jones

Electronically issued / Délivré par voie électronique : 06-Feb-2025
Toronto Superior Court of Justice / Cour supérieure de justice
Court File No./N° du dossier du greffe : CV-25-00736577-00CL

Court File No.: _____

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

Applicants

- and -

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

Respondents

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

NOTICE OF APPLICATION

TO THE RESPONDENTS:

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

THIS APPLICATION will come on for a hearing

☐ In person

☐ By telephone conference

☒ By video conference

At the following location:

330 University Avenue, Toronto, Ontario, on a date to be set by the registrar.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil*

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Toronto Superior Court of Justice / Cour supérieure de justice

Procedure, serve it on the Applicants' lawyer or, where the Applicants do not have a lawyer, serve it on the Applicants, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

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

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

Date: February __, 2025

Issued by:

Local Registrar

Address of court office: 330 University Avenue, 9th Floor
Toronto, ON M5G 1R7

TO: **THE SERVICE LIST**

Electronically issued / Délivré par voie électronique : 06-Feb-2025
Toronto Superior Court of Justice / Cour supérieure de justice
Court File No./N° du dossier du greffe : CV-25-00736577-00CL

APPLICATION

1. **THE APPLICANTS MAKE AN APPLICATION FOR:**

(a) An order substantially in the form attached as Tab 3 of the Application Record (the "**Receivership Order**") pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C-43, as amended (the "**CJA**"), and Rules 14.05(2) and (3) of the *Rules of Civil Procedure,* R.R.O. 1990, Reg. 194, as amended (the "**Rules of Civil Procedure**"), among other things:

(i) if necessary, abridging the time for and validating the service of this Notice of Application and the Applicants' Application Record and dispensing with further service thereof;

(ii) declaring that Clearview Garden Estates Inc., Talbot Crossing Inc., Niagara Estates of Chippawa II Inc., London Valley Inc., London Valley II Inc., London Valley III Inc., London Valley IV Inc., London Valley V Inc. and Fort Erie Hills Inc. (collectively, the "**Nominee Respondents**") hold the applicable real property legally described in Schedule "A" to the proposed Receivership Order (collectively, the "**Real Property**") in trust for the benefit of the Co-Owners (as defined below), to the extent of each Co-Owner's respective interest;

(iii) appointing KSV Restructuring Inc. ("**KSV**") as receiver and manager (in such capacity, the "**Receiver**") without security, of all of the (A) assets, undertakings and personal property of the Nominee Respondents and

2533430 Ontario Inc. acquired for, or used in relation to a business carried on by the Nominee Respondents (or any of them) and/or 2533430 Ontario Inc. and the proceeds therefrom, including, without limitation, the Real Property and any assets or property held by any of the Nominee Respondents and/or 2533430 Ontario Inc. in trust for any third party (collectively, the "**Nominee Property**"), and (B) Concept Planning Funds (as defined below), Net Income (as defined below, and together with the Concept Planning Funds, the "**Segregated Funds**") and all of the assets, undertakings and personal property of CGE Capital Management Inc., TGP-Talbot Crossing Inc., NEC II Capital Management Inc., LV Capital Management Inc., LV II Capital Management Inc., LV III Capital Management Inc., LV IV Capital Management Inc., LV V Capital Management Inc., and Fort Erie Hills Capital Management Inc. (collectively, the "**Operator Respondents**", and together with the Nominee Respondents and 2533430 Ontario Inc., the "**Respondents**") used in connection with or arising from or out of or which is necessary to access or use the Segregated Funds (collectively with the Nominee Property, the "**Property**");

(iv) granting a first-ranking super-priority charge (the "**Receiver's Charge**") over the Property in favour of the Receiver and the Receiver's counsel to secure their fees and disbursements in respect of these proceedings (these "**Receivership Proceedings**"); and

(v) granting a second-ranking super-priority charge (the "**Receiver's Borrowings Charge**") over the Property for the purpose of funding the exercise of the powers and duties conferred upon the Receiver pursuant to the proposed Receivership Order; and

(b) Such further and other relief as counsel may request and this Honourable Court deems just.

2. **THE GROUNDS FOR THE APPLICATION ARE:**

The Applicants

(a) The Applicants consist of Kobayashi Kyohodo Co., Ltd. (a/k/a Kobayashi Kyohodo K.K./K.K. Kobayashi kyoho dou/K.K. Kobayashi Kyouhou Doh/ K.K Kobayashi kyohodou), a privately held corporation incorporated under the laws of Japan, and four members of the Kobayashi family (collectively, the "**Kobayashi Group**");

The Respondents

(b) The Respondents are privately held special purpose companies incorporated pursuant to the *Business Corporations Act*, R.S.O. 1990, c. B. 16, as amended (the "**OBCA**"). With the exception of 2533430 Ontario Inc., the Respondents were purportedly formed to hold title to, as nominees and bare trustees, or operate, as applicable, various land banking projects in Ontario that involve the Real Property (collectively, the "**Land Banking Projects**");

(c) Each of the Nominee Respondents other than Clearview Garden Estates Inc. and London Valley III Inc. (which have a registered or head office located at 77 City Centre Drive, Unit 602, Mississauga, Ontario, L5B 1M5, Canada), and Niagara Estates of Chippawa II Inc. (which has a registered or head office located at 901 Lawrence Avenue East, Ph5, Toronto, Ontario, M3C 3W2), has a registered or head office located at 50 West Wilmont Street, Suite 100, Richmond Hill, Ontario, L4B 1M5, Canada;

(d) Elena Salvatore ("**Ms. Salvatore**") is the sole director and officer of Niagara Estates of Chippawa II Inc. while Behzad Pilehver ("**Mr. Pilehver**") is the sole director and officer of Talbot Crossing Inc., London Valley Inc., London Valley II Inc., London Valley IV Inc., London Valley V Inc. and Fort Erie Hills Inc. Randy Hoffner ("**Mr. Hoffner**") was previously the director and officer of each of the Nominee Respondents and remains the director and officer of Clearview Garden Estates Inc. and London Valley III Inc.;

(e) Each of the Operator Respondents and 2533430 Ontario Inc. has a registered or head office located at 77 City Centre Drive, Unit 602, Mississauga, Ontario, L5B 1M5, Canada. Mr. Hoffner is the sole director and officer of each of the Respondents, except for LV Capital Management Inc. (of which Timothy Shields ("**Mr. Shields**") is the sole director and officer) and 2533430 Ontario Inc. (of which Akiko Kobayashi and K.K. Kobayashi Kyouhou Doh are the directors);

The TSI/TGP Group

(f) Until recently, the Respondents, other than 2533430 Ontario Inc., were indirect subsidiaries of Trans Global Partners Limited ("**TGP**"). TGP is a corporation existing under the special administrative region of Hong Kong, of which Mr. Hoffner is a director;

(g) On or about June 4, 2024, the Respondents, other than 2533430 Ontario Inc., were indirectly acquired by First Global Financial Corp. ("**First Global**"). First Global is a corporation incorporated under the OBCA, with a registered or head office located at 801 Lawrence Avenue East, Ph5, Toronto, Ontario, M3C 3W2. Ms. Salvatore is the sole director and officer of First Global;

The Real Property, the Land Banking Projects and the Kobayashi Group's Investments Therein

(h) The Nominee Respondents and 2533430 Ontario Inc. are the registered owners of the Real Property;

(i) The Real Property and the Land Banking Projects, certain of which are no longer owned by the Respondents, consist of the following:

(i) a property located at 5980 Colonel Talbot Road, London, Ontario (the "**TCX Project**"), which is owned by Talbot Crossing Inc.;

(ii) a property located at 5318 Colonel Talbot Road, London, Ontario (the "**LV Project**"), which is owned by London Valley Inc.;

(iii) a property located at 6172 Colonel Talbot Road, London, Ontario (the "**LV II Project**"), which is owned by London Valley II Inc.;

(iv) a property located immediately adjacent to the LV III Project (as defined below) in London, Ontario, which is owned by 2533430 Ontario Inc.;

(v) a property located at 6211 Colonel Talbot Road, London, Ontario (the "**LV IV Project**"), which is owned by London Valley IV Inc.;

(vi) a property located at Wonderland Road. S, London, Ontario (the "**LV V Project**"), which is owned by London Valley V Inc.;

(vii) a property located at 6237 27/28 Side Road Nottawasaga, Clearview, Ontario (the "**CGE Project**"), which was previously owned by Clearview Garden Estates Inc.;

(viii) a property located at 5559 Sodom Road, Niagara Falls, Ontario (the "**NEC Project**"), which was previously owned by Niagara Estates of Chippawa II Inc.;

(ix) a property located at 6188 Colonel Talbot Road, London, Ontario (the "**LV III Project**"), which was previously owned by 2533430 Ontario Inc.; and

(x) a property located at 87 Crooks Street & 0 Thompson Road ES, Fort Erie, Ontario (the "**FEH Project**"), which was previously owned by Fort Erie Hills Inc.;

(j) The Applicants and the other members of the Kobayashi Group are major stakeholders of the Respondents and beneficial owners of the Real Property. Indeed, between 2012 and 2016, the Kobayashi Group invested or were caused to invest in excess of $21 million in the Real Property and the Land Banking Projects, approximately $14 million of which was invested by the Applicants, or caused to be invested on, or purportedly on, their behalf;[1]

(k) As a result of its substantial investments, the Kobayashi Group acquired or were caused to acquire fractional undivided beneficial interests in each of the Land Banking Projects ranging between approximately 3%-72% pursuant to agreements of sale and purchase, among the applicable member of the Kobayashi Group, as purchaser, Nominee Respondent, as nominee, and affiliate of such Nominee Respondent, as vendor (collectively, the "**Sale Agreements**");

(l) Each of the Sale Agreements was accompanied by a co-owners agreement (collectively, the "**Co-Owners Agreements**") among the applicable member of the Kobayashi Group, as purchaser, Nominee Respondent, as nominee, Operator Respondent, as operator, and affiliate of such Nominee Respondent and Operator Respondent, as vendor;

(m) Principally, the Co-Owners Agreements govern the ownership of the undivided beneficial interests in the applicable Real Property, any sale, financing and/or development of such Real Property, the obligations and powers of the applicable

[1] Certain of the Applicants' investments were inherited following the death of another member of the Kobayashi Group.

Operator Respondent, and the distribution of any net proceeds or income derived from such Real Property;

(n) The Co-Owners Agreements provide for the delivery of a declaration of trust or certificate of interest to each applicable Co-Owner, wherein the applicable Nominee Respondent declared or acknowledged, as applicable, that it holds title to the applicable Land Banking Project as nominee and bare trustee for and on behalf of such Co-Owner to the extent of such Co-Owner's interest;

(o) The Co-Owners Agreements prohibit, absent a written resolution from the Co-Owners holding, in aggregate, not less than 51% of the interests in relevant Land Banking Project, the applicable Operator Respondent from exercising certain powers, including approving the sale or exchange of all or any part of, or a plan to develop, the applicable Land Banking Project;

(p) Notwithstanding the terms of the Co-Owners Agreements and the rights and interests of the Co-Owners in respect of the Real Property and the Land Banking Projects, the Respondents and their present and former principals, as detailed in part below, have, by neglect and potentially, by design, allowed the Real Property to be lost to creditor enforcement efforts, inappropriately transferred, encumbered and/or sold;

(q) What remains of the Real Property and the Land Banking Projects, as discussed below, is, in part, ensnared in an application commenced under section 248 of the OBCA (the "**Hamilton Proceedings**") by TGP, Mr. Hoffner and Mr. Hoffner's spouse, Pauline Hoffner (collectively, the "**Hamilton Applicants**") against First

Global, Ms. Salvatore, Vincent Salvatore ("**Mr. Salvatore**") and Tiberis Capital Corp. (collectively, the "**Hamilton Respondents**"), alleging, among other things, oppression and the perpetration of a fraudulent scheme;

(r) In the Hamilton Proceedings, the Hamilton Applicants seek (i) the sale of the TCX Project, the LV II Project and the LV V Project pursuant to sale agreements that have not been approved by the applicable Co-Owners and in which members of the Kobayashi Group, according to the Respondents' and TGP's records, collectively own 61%, 42% and 59% of the beneficial interest, respectively, and (ii) the distribution of the proceeds of such sales to the Hamilton Applicants, in flagrant disregard of the interest of the Co-Owners and the terms of the applicable Co-Owners Agreements;

(s) As discussed below, the proposed Receiver's appointment over what remains of the Land Banking Projects and the Respondents' assets, including the Real Property entangled in the Hamilton Proceedings, is necessary to protect the interests of the Applicants, the other members of the Kobayashi Group and the other Co-Owners, and protect, monetize and maximize the value of the Property for all stakeholders;

The Sale and Loss of the CGE Project Without Notice or a Distribution of Proceeds

(t) On October 8, 2021, the CGE Project was transferred to CBJ – Clearview Garden Estates Inc., a corporation incorporated under the OBCA of which Christopher Agagnier and Jeffrey Burrell ("**Mr. Burrell**") are directors, for a reported purchase price of $15 million;

(u) Approximately $13 million of the purchase price for the CGE Project was paid by way of a subordinated vendor take-back mortgage (the "**Clearview VTB Charge**"). A $6 million priority mortgage/charge was also registered on title to the CGE Project on the date of the transfer in favour of 1180554 Ontario Limited ("**118**");

(v) On January 26, 2024, 118 obtained an order from this Court appointing TDB Restructuring Limited (f/k/a RSM Canada Limited) ("**TDB Restructuring**") as receiver and manager of all of the assets, undertakings and properties of CBJ – Clearview Garden Estates Inc., CBJ Bridle Park II Inc. and CBJ Developments Inc. (the "**CBJ – CGE Receivership Proceedings**");

(w) On April 12, 2024, Clearview Garden Estates Inc. transferred the Clearview VTB Charge to First Global for $2.00. The CGE Project was subsequently sold to 118 pursuant to a credit bid;

(x) Contrary to the applicable Co-Owners Agreement, the Applicants were not provided with advance notice of the sale of the CGE Project to CBJ – Clearview Garden Estates Inc., the Clearview VTB Charge or the CBJ – CGE Receivership Proceedings. Moreover, the Applicants did not receive any proceeds of the purchase price for the CGE Project or from the transfer of the Clearview VTB Charge;

The Sale and Loss of the FEH Project Without Notice or a Distribution of Proceeds

(y) On November 1, 2021, the FEH Project was sold to CBJ – Fort Erie Hills Inc., a corporation incorporated pursuant to the OBCA of which Ms. Salvatore and Mr.

Salvatore are currently the directors and officers and Mr. Burrell was previously a director, for a reported purchase price of $15.95 million;

(z) Approximately $13.1 million of the purchase price for the FEH Project was paid by way of a subordinated vendor take-back mortgage (the "**FEH VTB Charge**"). Mortgages/charges in favour of Mr. Burrell and Salvatore Romeo ("**Mr. Romeo**") in the amounts of $1,053,000 and $620,000, respectively, were also registered against the FEH Project on the date of the transfer;

(aa) The FEH VTB Charge and mortgages/charges in favour of Messrs. Burrell and Romeo were postponed to a mortgage/charge in favour of 2703738 Ontario Limited (the "**270**") in the amount of $2.5 million and thereafter, discharged when a mortgage/charge in the amount of $8 million in favour of Hillmount Capital Mortgage Holdings Inc. ("**Hillmount**") was registered against the FEH Project;

(bb) On October 29, 2024, 1001045239 Ontario Inc. (the "**Salvatore Numbered Co.**"), a corporation incorporated pursuant to the OBCA just four days prior thereto, of which Mr. Salvatore is the sole director, registered a mortgage/charge in the amount of $49 million against the FEH Project;

(cc) On December 19, 2024, Hillmount obtained an order from this Court appointing TDB Restructuring as receiver and manager of all of the assets, undertakings and properties of CBJ – Fort Erie Hills Inc. (the "**CBJ – FEH Receivership Proceedings**");

(dd) Contrary to the applicable Co-Owners Agreement, the Applicants were not provided with advance notice of the sale of the FEH Project to CBJ – Fort Erie Hills Inc., the FEH VTB Charge, the CBJ – FEH Receivership Proceedings, or the mortgages/charges registered in favour of Messrs. Burrell and Romeo, 270, Hillmount or the Salvatore Numbered Co. Further, the Applicants did not receive any proceeds of the purchase price for the FEH Project or from the FEH VTB Charge;

The Encumbrance and Loss of the NEC Project

(ee) On April 19, 2023, a mortgage/charge was registered against the NEC Project in favour of 2229815 Ontario Ltd. ("**222**") in the amount of $5.25 million. On August 30, 2024, 222 obtained an order for default judgement for immediate foreclosure from the Ontario Superior Court of Justice (the "**Foreclosure**");

(ff) The Applicants were not provided with advance notice of the mortgage/charge registered in favour of 222 or the Foreclosure;

The Encumbrance of the LV IV Project

(gg) On December 6, 2023, Olympia Trust Company registered a collateral mortgage in the amount of $700,000 against the LV IV Project to secure a mortgage loan principally registered against a property located at 601 Maplehurst Ave, Oakville, Ontario, of which Mr. Hoffner is the registered owner. Such property is currently listed for sale;

(hh) The Applicants were not provided with advance notice of the mortgage/charge registered in favour of Olympia Trust Company and are not aware of any basis upon which the LV IV Project ought to have been used as collateral to secure financing for Mr. Hoffner's residential property;

The Titan Shield Acquisition and the Respondents' Change of Control

(ii) On or about June 4, 2024, First Global acquired all of the shares in the capital of Titan Shield Inc., a corporation incorporated under the OBCA of which Messrs. Shields and Pilehver are directors, pursuant to a share purchase agreement (the "**Titan Shield SPA**") among, *inter alios*, TGP Canada Management Inc., a corporation incorporated under the OBCA of which Mr. Pilehver is currently, and Mr. Hoffner was previously, a director, as vendor, First Global, as purchaser, Titan Shield Inc. and TGP;

(jj) Under the transaction contemplated by the Titan Shield SPA (the "**Titan Shield Acquisition**"), First Global was to become the indirect owner of each of the Respondents;

(kk) Following the Titan Shield Acquisition, the Applicants were provided with written notice from TSI Global Co., Ltd., an affiliate of TGP, that the "TGP Group was to be absorbed into First [Financial] Group" and "the co-owners' interests in land and real estate are segregated and protected indivisibly, regardless of the management of the TGP Group";

Attempts to sell the TCX Project, the LV II Project and the LV V Project

(ll) On July 30, 2024, Talbot Crossing Inc., London Valley II Inc., and London Valley V Inc., in each case, as vendor, entered into a separate agreement of purchase and sale dated July 30, 2024 (collectively, the "**Outstanding APSs**"), with Clawson Group Inc., as assigned to Farhi Holdings Corporation and Farhi Farming Corporation, for the purchase of the TCX Project, the LV II Project and the LV V Project, respectively;

(mm) According to the Respondents' and TGP's records, the Kobayashi Group owns approximately 61%, 42% and 59% of the beneficial interests in the TCX Project, the LV II Project and the LV V Project, respectively. Nonetheless, the Applicants, and to the Applicants' knowledge, the Kobayashi Group, were not provided with notice of the Outstanding APSs or an opportunity to vote in respect of a resolution approving such sale transactions (collectively, the "**Proposed Sale Transactions**"), contrary to the applicable Co-Owners Agreements;

(nn) Given the terms of the applicable Co-Owners Agreements, the Proposed Sale Transactions in respect of the TCX Project and LV V Project cannot be approved absent the Kobayashi Group's consent;

The Hamilton Proceedings and Allegations of a Fraudulent Scheme

(oo) On October 18, 2024, the Hamilton Applicants filed a Notice of Application with the Ontario Superior Court of Justice pursuant to section 248 of the OBCA against the Hamilton Respondents, for an order, among other things:

(i) awarding damages payable to the Hamilton Applicants in the amount of $12,444,121.92;

(ii) approving the Outstanding APSs and compelling the disgorgement of the net proceeds of the Proposed Transactions to the Hamilton Applicants; and

(iii) compelling the Hamilton Respondents to disclose the particulars of all sales of properties owned by First Global or companies that it came to control, directly or indirectly, pursuant to the Titan Shield Acquisition;

(pp) The Hamilton Proceedings were commenced by the Hamilton Applicants following several alleged defaults under three promissory notes issued in connection with the Titan Sheild SPA and three other share purchase agreements (collectively with the Titan Shield SPA, the "**Share Purchase Agreements**") related to the Titan Shield Acquisition;

(qq) Notwithstanding their alleged defaults, the Hamilton Applicants have asserted that the Hamilton Respondents took action to monetize, dissipate and/or encumber the assets acquired pursuant to the Share Purchase Agreements while failing to satisfy their assumed obligations in furtherance of a fraudulent scheme, including by:

(i) commencing a "fire sale of certain real properties" by entering into the Outstanding APSs, and listing the NEC Project, the LV Project, the LV IV Project and the FEH Project on MLS for sale (and subsequently removing such listings);

(ii) assigning "receivables which are properly directed to certain Subsidiary Companies" to companies owned by the Hamilton Respondents;

(iii) failing to comply with their assumed obligations, including by permitting Niagara Estates of Chippawa II Inc. to remain in default under the mortgage/charge registered by 222 despite having received a notice of sale (ultimately resulting in the Foreclosure); and

(iv) encumbering "real properties owned by the Subsidiary Companies" to prohibit the Hamilton Applicants from enforcing their security in certain pledged shares;

(rr) Following the commencement of the Hamilton Proceedings, the Salvatore Numbered Co. registered a blanket mortgage/charge in the amount of $110 million against the TCX Project and the LV V Project and a $49 million mortgage/charge against the FEH Project;

(ss) On October 31, 2024, the Ontario Superior Court of Justice granted an order in the Hamilton Proceedings (the "**First Global Injunction**"), among other things, temporarily restraining the Hamilton Respondents from, directly or indirectly, selling, removing, dissipating, alienating, transferring, assigning, encumbering or dealing with their assets or the assets of any companies which they came to control pursuant to the Titan Shield Acquisition, approving the Outstanding APSs, and directing the purchaser under the Outstanding APSs to pay the proceeds of sale to the Hamilton Applicants' counsel, in trust;

(tt) Remarkably, the Hamilton Applicants did not oppose the Outstanding APSs' approval, provided the proceeds arising therefrom were disgorged to them, and made no reference to the fact that the TCX Project, the LV II Project and the LV V Project were acquired using monies from, and are held in trust for, the applicable Co-Owners, the obligation to seek the applicable Co-Owners' approval of the Proposed Transactions, or the Co-Owners' interests in the proceeds of the Proposed Transactions;

(uu) The First Global Injunction was subsequently extended and remains in effect as of the date hereof;

Notice of the Hamilton Proceedings and Other Concerning Events

(vv) Despite their significant economic and ownership interests in the TCX Project, the LV II Project and the LV V Project, the Applicants were not provided with notice of the Hamilton Proceedings by the Respondents, the Hamilton Applicants or the Hamilton Respondents. Rather, the Applicants were first apprised of the Hamilton Proceedings by way of letter dated November 4, 2024, delivered by Mr. Pilehver to the Co-Owners (the "**November 4 Letter**");

(ww) The November 4 Letter advised of various unauthorized actions, including the Outstanding APSs arranged by First Global in breach of the Co-Owners Agreements and violations of the *Ontario Securities Act*, R.S.O. 1990, c. S. 5, as amended, and the failure of First Global to meet its obligations that placed the Co-Owners' investments at immediate risk;

The Receiver's Appointment is Urgently Required and Appropriate in the Circumstances

(xx) The Applicants have lost all confidence in the Respondents' management to comply with the Respondents' obligations under the Co-Owners Agreements or remedy the breaches thereunder, protect, manage and operate the Property in good faith and with a view to the best interests of the Co-Owners, advance any value accretive planning or development activities and solicit interest in potential value maximizing sale transactions for the Co-Owners' consideration and approval;

(yy) The Respondents' and their present and former principals' conduct, the breaches of the Co-Ownership Agreements, the Applicants' and the other members of the Kobayashi Group's substantial ownership interests in the Real Property, the deadlock created by, and material omissions in, the Hamilton Proceedings, and the number of Land Banking Projects, creditors and Co-Owners involved, demand that the Respondents and the Property be subject to the appointment of the proposed Receiver on an urgent basis. Such appointment is not only just and convenient but, necessary in the circumstances;

(zz) If the Receiver is appointed on the terms of the proposed Receivership Order, these Receivership Proceedings will provide the stability, structure and supervision required to identify, collect, preserve, protect and maximize the value of the Property. Moreover, these Receivership Proceedings will provide the most effective and appropriate means of:

(i) safeguarding the rights and interests of the Co-Owners and preventing any further irreversible prejudice to such Co-Owners;

(ii) identifying and securing any and all monies remaining in each concept planning fund (collectively, the "**Concept Planning Funds**") and income derived in any way from the ownership, operation, use, leasing, financing, refinancing, sale, development, and/or any other dealing with the Property or any part thereof, less all proper expenses and charges incurred in connection therewith (collectively, the "**Net Income**");

(iii) evaluating the Outstanding APSs and the Proposed Sale Transactions;

(iv) accessing value-maximizing remedies not currently available to the Respondents, including, the sale of the Property free and clear of claims and encumbrances;

(v) effecting an orderly, efficient and transparent sale of the Property, with a view to maximizing recoveries for, and distributing funds to, the Respondents' stakeholders, including the Co-Owners, in accordance with their respective priorities and entitlements;

(vi) reviewing and reporting to this Court on all payments, receipts, disbursements, accounts payable, conveyances, transfers, preferences, transactions and other arrangements between or among any of the Respondents and other persons, including other companies and entities that are affiliates of any of the Respondents, that appear to the Receiver to be out of the ordinary course of business; and

(vii) undertaking any investigations the Receiver deems appropriate with respect to the location and/or disposition of assets reasonably believed to be, or to have been, Property, and any ownership interest, claim, lien, charge, security interest or encumbrance asserted, filed or registered, as applicable, against the Property or any part thereof;

(aaa) The proposed Receiver, KSV, is a "licensed trustee" as such term is defined under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"), is qualified to act as the Receiver and has consented to act in such capacity if so appointed;

(bbb) The secured creditors who may be affected by the granting of the proposed Receiver's Charge and the Receiver's Borrowings Charge will be served with the Application Record;

These Receivership Proceedings are Properly Commenced on the Commercial List

(ccc) The within application for declaratory relief and the appointment of the proposed Receiver is a matter eligible and appropriate for the Commercial List in the Toronto Region;

(ddd) Other than 2533430 Ontario Inc., the Respondents are special purpose companies incorporated pursuant to the OBCA for the purposes of holding title to, as nominees and bare trustees, or operating, as applicable, the Land Banking Projects located in various regions in Ontario.[2] While the Respondents have registered or head offices

[2] The directors of 2533430 Ontario Inc. are Applicants in these proceedings and consent to its inclusion in the within application.

located in Mississauga, Toronto or Richmond Hill, as applicable, they are each ultimately controlled by First Global (except for 2533430 Ontario Inc.), which has a registered or head office in Toronto;

(eee) The CBJ – CGE Receivership Proceedings and the CBJ – FEH Receivership Proceedings (together, the "**Related Proceedings**"), involving certain of the Land Banking Projects and similar stakeholders, in which the proposed Receiver may participate or seek relief, are already before, and familiar to, the Commercial List;

(fff) Having regard to the location of the registered or head office from which the Respondents are controlled, the Commercial List's familiarity with the Related Proceedings, the substantial number of stakeholders and parties that may be impacted by or participate in these Receivership Proceedings, the geographic reach of the Real Property and the Co-Owners, and the magnitude of the Co-Owners' investments, the Commercial List is best positioned to hear the within application;

Other Grounds

(ggg) Sections 101 and 106 of the CJA;

(hhh) Subsections 14.06(1.1)(b) and (c), 31(1) and 243(2)(b)(ii) of the BIA;

(iii) Rules 1.04, 1.05, 2.01, 2.03, 3.02, 14.05(2), 14.05(3), 16, 38 and 39 of the Rules of Civil Procedure; and

(jjj) Such further and other grounds as counsel may advise and this Honourable Court may permit.

3. **THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the Application:

(a) The affidavit of Akiko Kobayashi to be sworn, and the exhibits thereto;

(b) The consent of KSV to act as the Receiver; and

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

February 6, 2025

BENNETT JONES LLP
3400 One First Canadian Place
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Toronto, ON M5X 1A4

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Email: mclachlana@bennettjones.com

Mike Shakra (LSO#: 64604K)
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Joshua Foster (LSO# 79447K)
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Lawyers for the Applicants

Electronically issued / Délivré par voie électronique : 06-Feb-2025
Toronto Superior Court of Justice / Cour supérieure de justice

Court File No./N° du dossier du greffe : CV-25-00736577-00CL

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

MIZUE FUKIAGE, AKIKO KOBAYASHI, YOSHIKI FUKIAGE, KOBAYASHI KYOHODO CO., LTD. AND TORU FUKIAGE	and	**CLEARVIEW GARDEN ESTATES INC., TALBOT CROSSING INC., NIAGARA ESTATES OF CHIPPAWA II INC., LONDON VALLEY INC., LONDON VALLEY II INC., LONDON VALLEY III INC., LONDON VALLEY IV INC., LONDON VALLEY V INC., FORT ERIE HILLS INC., 2533430 ONTARIO INC., CGE CAPITAL MANAGEMENT INC., TGP-TALBOT CROSSING INC., NEC II CAPITAL MANAGEMENT INC., LV CAPITAL MANAGEMENT INC., LV II CAPITAL MANAGEMENT INC., LV III CAPITAL MANAGEMENT INC., LV IV CAPITAL MANAGEMENT INC., LV V CAPITAL MANAGEMENT INC. AND FORT ERIE HILLS CAPITAL MANAGEMENT INC.**
Applicants		Respondents

Court File No.: _____

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced in Toronto

NOTICE OF APPLICATION

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

Amanda McLachlan (LSO# 58365O)
Tel: (416) 777-5393
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Mike Shakra (LSO#: 64604K)
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Email: shakram@bennettjones.com

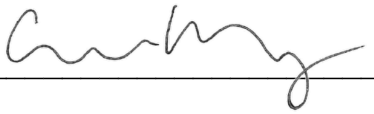
Joshua Foster (LSO# 79447K)
Tel: (416) 777-7906
Email: fosterj@bennettjones.com

Lawyers for the Applicants

This is **Exhibit "D"** referred to in the

Affidavit of Lorraine Klemens

Sworn before me, this 28th day of February, 2025



CLARE PATRICIA MURRAY

A Commissioner, etc., Province of Ontario, while a Student-at-Law.

Expires April 27, 2026.

From:	Joshua Foster
To:	ngoldstein@ksvadvisory.com; kplunkett@airdberlis.com; georgel@simpsonwigle.com; mitchellk@simpsonwigle.com; asim.iqbal@gowlingwlg.com; haddon.murray@gowlingwlg.com; patryk.sawicki@gowlingwlg.com; awygodny@wagnersidlofsky.com; jsousa@bbo.on.ca; dbadham@btrlaw.ca
Cc:	Amanda McLachlan; Mike Shakra
Subject:	RE: Kobayashi Kyohodo Co. Ltd. et al. v Clearview Garden Estates Inc. et al. - CV-25-00736577-00CL - Scheduling Conference on February 20, 2025
Date:	Thursday, February 20, 2025 11:39:29 AM
Attachments:	image001.png Endorsement - Fukiage et al v. Clearview Garden Estates Inc. et al - CV-25-00736577-00CL - Feb 20 2025.pdf

TO THE SERVICE LIST:

Further to the below, please find attached and served upon you pursuant to and in accordance with the *Rules of Civil Procedure* and the E-Service Protocol of the Commercial List, the Endorsement of the Honourable Madam Justice Steele in respect of the scheduling conference that was returnable before Her Honour this morning. As reflected within, the Applicants' application will be heard at **10:00 a.m. on March 13, 2025** via Zoom.

Kind regards,

Josh

Joshua Foster, *Associate,* Bennett Jones LLP
T. 416 777 7906 | F. 416 863 1716

From: Joshua Foster <FosterJ@bennettjones.com>
Sent: Tuesday, February 18, 2025 2:12 PM
To: ngoldstein@ksvadvisory.com; kplunkett@airdberlis.com; georgel@simpsonwigle.com; mitchellk@simpsonwigle.com; asim.iqbal@gowlingwlg.com; haddon.murray@gowlingwlg.com; patryk.sawicki@gowlingwlg.com; awygodny@wagnersidlofsky.com; jsousa@bbo.on.ca; dbadham@btrlaw.ca
Cc: Amanda McLachlan <McLachlanA@bennettjones.com>; Mike Shakra <ShakraM@bennettjones.com>
Subject: RE: Kobayashi Kyohodo Co. Ltd. et al. v Clearview Garden Estates Inc. et al. - CV-25-00736577-00CL - Scheduling Conference on February 20, 2025

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Kind regards,

Josh

Joshua Foster
Associate, Bennett Jones LLP
3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4
T. 416 777 7906 | F. 416 863 1716
BennettJones.com

3015

SUPERIOR COURT OF JUSTICE

ENDORSEMENT

COURT FILE NO.: **CV-25-00736577-00CL** **DATE:** **February 20, 2025**

NO. ON LIST: **1**

TITLE OF PROCEEDING: **Fukiage et al v. Clearview Garden Estates Inc. et al**

BEFORE: **JUSTICE STEELE**

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Amanda McLachlan Joshua Foster Mike Shakra	Counsel to the Applicants - Mizue Fukiage et al.	mclachlana@bennettjones.com fosterj@bennettjones.com shakram@bennettjones.com

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info

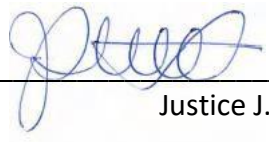
Other:

Name of Person Appearing	Name of Party	Contact Info
Mark van Zandvoort	Counsel to Proposed Receiver	mvanzandvoort@airdberlis.com

ENDORSEMENT OF JUSTICE STEELE:

[1] Scheduling appointment held on February 20, 2025, via Zoom.

[2] The application for a receivership order is scheduled to proceed on **March 13, 2025 at 10 am (90 minutes) via Zoom.**

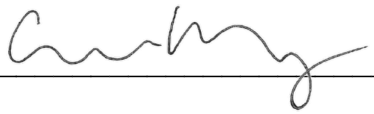


Justice J. Steele

This is **Exhibit "E"** referred to in the

Affidavit of Lorraine Klemens

Sworn before me, this 28th day of February, 2025



CLARE PATRICIA MURRAY

A Commissioner, etc., Province of Ontario, while a Student-at-Law.

Expires April 27, 2026.

From:	Sawicki, Patryk
To:	Mike Shakra; Amanda McLachlan; Joshua Foster
Cc:	BenP; Iqbal, Asim; Saltzman, Jason
Subject:	Kobayashi Kyohodo Co. Ltd. et al. v Clearview Garden Estates Inc. et al. - CV-25-00736577-00CL - Please Remove Gowling WLG from Service List
Date:	Friday, February 21, 2025 9:43:52 AM
Attachments:	image001.png Endorsement - Fukiage et al v. Clearview Garden Estates Inc. et al - CV-25-00736577-00CL - Feb 20 2025.pdf
Importance:	High

Counsel:

Please remove Gowling WLG from the service list. We do not act for TGP Canada Management Inc. or its affiliates on this matter.

Mr. Pilehver has advised that he has retained alternative counsel, so we are copying Mr. Pilehver to provide those details.

Kind regards,

Patryk

Patryk Sawicki
Associate
T +1 416 369 7246
M +1 437-439-1944
patryk.sawicki@gowlingwlg.com

From: Joshua Foster <FosterJ@bennettjones.com>
Sent: Thursday, February 20, 2025 11:39 AM
To: ngoldstein@ksvadvisory.com; kplunkett@airdberlis.com; georgel@simpsonwigle.com; mitchellk@simpsonwigle.com; Iqbal, Asim <Asim.Iqbal@ca.gowlingwlg.com>; Murray, Haddon <Haddon.Murray@ca.gowlingwlg.com>; Sawicki, Patryk <Patryk.Sawicki@ca.gowlingwlg.com>; awygodny@wagnersidlofsky.com; jsousa@bbo.on.ca; dbadham@btrlaw.ca
Cc: Amanda McLachlan <McLachlanA@bennettjones.com>; Mike Shakra <ShakraM@bennettjones.com>
Subject: RE: Kobayashi Kyohodo Co. Ltd. et al. v Clearview Garden Estates Inc. et al. - CV-25-00736577-00CL - Scheduling Conference on February 20, 2025

This message originated from outside of Gowling WLG. | Ce message provient de l'extérieur de Gowling WLG.

TO THE SERVICE LIST:

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Kind regards,

Josh

Joshua Foster, *Associate,* Bennett Jones LLP
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Cc: Amanda McLachlan <McLachlanA@bennettjones.com>; Mike Shakra <ShakraM@bennettjones.com>
Subject: RE: Kobayashi Kyohodo Co. Ltd. et al. v Clearview Garden Estates Inc. et al. - CV-25-00736577-00CL - Scheduling Conference on February 20, 2025

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Kind regards,

Josh

Joshua Foster
Associate, Bennett Jones LLP
3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4
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|

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3021

SUPERIOR COURT OF JUSTICE

ENDORSEMENT

COURT FILE NO.: **CV-25-00736577-00CL** **DATE:** **February 20, 2025**

NO. ON LIST: **1**

TITLE OF PROCEEDING: **Fukiage et al v. Clearview Garden Estates Inc. et al**

BEFORE: **JUSTICE STEELE**

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Amanda McLachlan Joshua Foster Mike Shakra	Counsel to the Applicants - Mizue Fukiage et al.	mclachlana@bennettjones.com fosterj@bennettjones.com shakram@bennettjones.com

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info

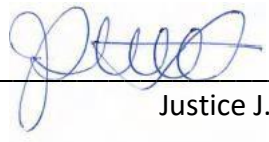
Other:

Name of Person Appearing	Name of Party	Contact Info
Mark van Zandvoort	Counsel to Proposed Receiver	mvanzandvoort@airdberlis.com

ENDORSEMENT OF JUSTICE STEELE:

[1] Scheduling appointment held on February 20, 2025, via Zoom.

[2] The application for a receivership order is scheduled to proceed on **March 13, 2025 at 10 am (90 minutes) via Zoom.**

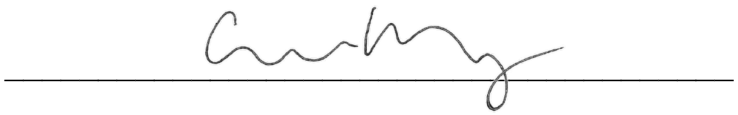


Justice J. Steele

This is **Exhibit "F"** referred to in the

Affidavit of Lorraine Klemens

Sworn before me, this 28th day of February, 2025



CLARE PATRICIA MURRAY

A Commissioner, etc., Province of Ontario, while a Student-at-Law.

Expires April 27, 2026.

From:	Mike Shakra
To:	William Fawcett (McKenzie Lake Lawyers)
Cc:	Beth Mullin (McKenzie Lake Lawyers); Amanda McLachlan; Joshua Foster
Subject:	RE: 5318 Colonel Talbot Road, London, Ontario [IMAN-CLIENT.FID938759]
Date:	Thursday, February 20, 2025 5:44:40 PM
Attachments:	image002.png image003.png Issued Order CV-24-87580(39652086.1).pdf ISSUED NOTICE OF APPLICATION - APPLICANTS - KOBAYASHI KYOHODO CO. LTD. ET AL. - 06-FEB-2025.pdf

Hi Will:

Thanks for the call this afternoon. All capitalized terms in this email that are not otherwise defined have the meaning ascribed to them in the attached Notice of Application (the "NoA").

As discussed, Bennett Jones represents the Applicants, which are members of the broader Kobayashi Group.

Collectively, the Applicants and the Kobayashi Group hold a 45/578th (approximately 8%) undivided beneficial interest in 5318 Colonel Talbot Road (referred to as the LV Project in the NoA).

Mr. Pilehvar does not represent or have the authority to provide instructions on behalf of the Kobayashi Group. We do not know whether he has the requisite authority to represent the interests or provide instructions on behalf of the other Co-Owners of the LV Project.

Consent for a sale of the LV Project was not obtained from the Kobayashi Group, nor was the Kobayashi Group made aware of any pending sale transaction. We do not know whether consent was obtained from other Co-Owners or whether other Co-Owners have been made aware of the pending sale. Consent from the Co-Owners holding, in aggregate, not less than 51% of the interest in the LV Project is required to proceed with any sale transaction pursuant to the terms of the applicable Co-Owners Agreement.

Pursuant to an Order dated October 31, 2024, issued in the Hamilton Proceedings (the First Global Injunction), Mr. Pilehvar is restrained, without the consent of the Applicants in the Hamilton Proceedings, from selling or listing for sale the LV Project. A copy of the First Global Injunction is attached. In particular, we draw your attention to paragraph 5 of the First Global Injunction, which provides in part:

> 5. THIS COURT ORDERS until a final disposition of these proceedings the Respondents First Global Financial Corp., Elena Salvatore, Vincent Salvatore, and Tiberis Capital Corp, together with any employees, agents, assigns, and any person acting on their behalf or in conjunction with them, **and any and all persons with notice of the Order sought herein**, pending final disposition of these proceedings, **be and are hereby restrained from, without the written consent of the Applicants**, directly or indirectly, by any means whatsoever:

a. **Selling, removing dissipating, alienating, transferring, assigning, encumbering or similarly dealing with their assets, or the assets of any companies which they came to control pursuant to the TGP Canada Transaction**, whether solely owned, wherever situated, including without limitation, any funds received with respect to same;
b. **Listing for sale their assets, or the assts of any other companies which they came to control in accordance with the TGP Canada Transaction**;
c. Instructing, requesting, counselling, demanding or encouraging any other person to do so; .....

Mr. Pilehvar is aware of the Hamilton Proceedings and is a person who has notice of the First Global Injunction. The LV Project is an asset of a company which the Hamilton Respondents came to control pursuant to the TGP Canada Transaction (as defined in the First Global Injunction). Accordingly, the sale of the LV Project is restrained by the First Global Injunction.

Finally, London Valley Inc., the registered owner of the LV Project, is a proposed respondent to the receivership proceedings contemplated by the NoA. As mentioned, the Ontario Superior Court of Justice (Commercial List) has scheduled a hearing on March 13 at 10am regarding the appointment of a receiver over London Valley Inc. and the other respondents to the NoA. To the extent the receiver is appointed, it is expected to, among other things, review, and if necessary, impugn and reverse, any fraudulent or preference transactions, conveyances or transfers authorized by the Respondents prior to the granting of the Receivership Order.

In the circumstances, the Applicants reserve all of their rights and remedies at law and in equity, including any rights and remedies they may have regarding a sale of the LV Project in contravention of the First Global Injunction or any applicable Co-Owners Agreement.

Best,

Mike

Mike Shakra
Partner,* Bennett Jones LLP
*Denotes Professional Corporation
3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4
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BennettJones.com

Bennett Jones

From: William Fawcett (McKenzie Lake Lawyers) <william.fawcett@mckenzielake.com>
Sent: Thursday, February 20, 2025 3:06 PM
To: Mike Shakra <ShakraM@bennettjones.com>

Cc: Beth Mullin (McKenzie Lake Lawyers) <beth.mullin@mckenzielake.com>
Subject: RE: 5318 Colonel Talbot Road, London, Ontario [IMAN-CLIENT.FID938759]

Mike,

Sorry for the double email.

I'm told that Behzad "Ben" Pilehvar is holding himself out as representing the investors. Are you able to comment on that assertion?

Will

WILLIAM FAWCETT
McKenzie Lake Lawyers LLP
Lawyer

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From: William Fawcett (McKenzie Lake Lawyers)
Sent: February 20, 2025 3:00 PM
To: shakram@bennettjones.com
Cc: Beth Mullin (McKenzie Lake Lawyers) <beth.mullin@mckenzielake.com>
Subject: 5318 Colonel Talbot Road, London, Ontario [IMAN-CLIENT.FID938759]

Mike,

Thanks for taking my cold call.

I'm on for a party that is attempting to purchase the property in the subject line. Beth Mullin, copied here, is the real estate solicitor. I've been looped in as litigation counsel.

That sale was to close yesterday, but it has been held up due to the discovery of an order in the Hamilton Proceedings (as defined in your notice of application). In connection with that, we also discovered your client's notice of application.

I understand that your clients assert that consent of a majority investors (of which they are part) is required for the sale of the properties identified in their application. 5318 Colonel Talbot Road is identified at the bottom of page 7.

Do your clients continue to maintain that investor consent is required for the sale of this property?

If so, can you advise as to what percent your clients assert of this investment?

Can you please confirm whether your clients have or have not provided consent to a sale?

Yours truly,

Will

WILLIAM FAWCETT
McKenzie Lake Lawyers LLP
Lawyer

Tel: 519-672-5666 ext. 7310 | Fax: 519-672-2674 | TF: 1-800-261-4844
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Court File No. CV-24-00087580-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE	)	THURSDAY, THE 31ST
	)	
JUSTICE MACNEIL	)	DAY OF OCTOBER, 2024

B E T W E E N:

(Court Seal)

TRANS GLOBAL PARTNERS LIMITED, RANDY HOFFNER and PAULINE HOFFNER

Applicants

and

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

Respondents

APPLICATION UNDER ss. 248 of the *Business Corporations Act*, R.S.O. 1990, c. B.16

ORDER

THIS APPLICATION, made by the Applicants for, *inter alia*: (1) an interim and/or interlocutory Order in the form of a Mareva injunction restraining the Respondents from dealing with, disposing of, or dissipating their assets, (2) an Order approving certain Agreements of

Purchase and Sale and allowing for the sale of certain properties, (3) an Order directing the Respondents to disgorge funds, (4) an Order requiring the Respondents to provide an accounting of funds received to date, (5) an Order declaring instruments registered on title for certain properties as invalid and/or unenforceable, (6) an Order permitting the Applicants to enforce their rights under the Share Pledge Agreement, (7) an order discharging cautions registered on certain properties by the Respondent First Global Financial Corp., and (8) certain declaratory relief, was heard this day, at 45 Main Street E., Hamilton, Ontario, L8N 2B7.

ON READING the Consent of the Applicants and the Respondents First Global Financial Corp., Elena Salvatore, and Vincent Salvatore, and being advised by counsel for Mr. Daniel Iandoli of his consent to paragraph 1 and 2 herein,

1. **THIS COURT ORDERS** that the style of cause be amended to replace "FIRST GLOBAL FINANCIAL CORP., ELENA SALVATORE, VINCENT SALVATORE and TIBERIS CAPITAL CORP." with "FIRST GLOBAL FINANCIAL CORP., ELENA SALVATORE, VINCENT SALVATORE, DANNY IANDOLI, and TIBERIS CAPITAL CORP." as the Respondents to this Application.

2. **THIS COURT ORDERS** that the Applicants are hereby granted leave to amend the Application in the form Attached hereto as Schedule "A".

3. **THIS COURT ORDERS** that the above orders are without prejudice to the Applicants rights to bring a further motion to amend the style of cause to add the parties Evangelista Tolfa and Balwinder Cheema.

4. **THIS COURT ORDERS** that the above orders are without prejudice to Evangelista Tolfa and Balwinder Cheema's respective rights to object to any further motion to amend the style of cause to add them as parties to the herein Application;

5. **THIS COURT ORDERS** until a final disposition of these proceedings the Respondents First Global Financial Corp., Elena Salvatore, Vincent Salvatore, and Tiberis Capital Corp, together with any employees, agents, assigns, and any person acting on their behalf or in conjunction with them, and any and all persons with notice of the Order sought herein, pending final disposition of these proceedings, be and are hereby restrained from, without the written consent of the Applicants, directly or indirectly, by any means whatsoever:

(a) Selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with their assets, or the assets of any companies which they came to control pursuant to the TGP Canada Transaction, whether solely or jointly owned, wherever situated, including, without limitation, any funds received with respect to same;

(b) Listing for sale their assets, or the assets of any other companies which they came to control in accordance with the terms of the TGP Canada Transaction;

(c) Instructing, requesting, counselling, demanding or encouraging any other person to do so; and

(d) Facilitating, assigning in, aiding, abetting or participating in any acts which would have the effect of doing so.

(e) Any further receivables obtained in control in accordance with TGP Canada Transaction, including but not limited to any sale to Falco Properties, CBJ-Fort Erie, For Erie Hills Inc. etc.

6. **THIS COURT ORDERS** that the following agreements of purchase and sale are approved and that the sales contemplated therein are allowed to proceed:

(f) the Agreement of Purchase and Sale dated July 30, 2024 and as may be amended and/or assigned from time to time between Talbot Crossing Inc. and Clawson Group Inc. and assigned to Farhi Farming Corporation (the "**5980 Colonel Talbot Purchaser**") and providing a vesting in the 5980 Colonel Talbot Purchaser of the right, title and interest to the lands municipally described as 5980 Colonel Talbot Road, London, ON N6P 1J1 (the "**5980 Colonel Talbot Sale**");

(g) the Agreement of Purchase and Sale dated July 30, 2024 and as may be amended and/or assigned from time to time between London Valley II Inc. and Clawson Group Inc. and assigned to Farhi Farming Corporation ("**6172 Colonel Talbot Purchaser**") and providing a vesting in the 6172 Colonel Talbot Purchaser of the right, title and interest to the lands municipally described as 6172 Colonel Talbot Road, London, ON N6P 1J1 (the "**6172 Colonel Talbot Sale**"); and

(h) the Agreement of Purchase and Sale dated July 30, 2024 and as may be amended and/or assigned from time to time between London Valley V Inc. and Clawson Group Inc. and assigned to Farhi Holdings Corporation and Farhi Farming Corporation (jointly the "**Wonderland Purchasers**") and providing a vesting in

the Wonderland Purchasers of the right, title and interest to the lands municipally described as Wonderland Road. S, PART LOTS 58 & 59 ETR WESTMINSTER, London, ON N6P 1J6 (the "**Wonderland Sale**") (jointly the "**London Property Sales**")

7. **THIS COURT ORDERS** the 5980 Colonel Talbot Purchaser to pay to the Applicants, by way of payment to SimpsonWigle LAW LLP in Trust, the proceeds of the 5980 Colonel Talbot Sale, less the sellers reasonable fees and disbursements (the "**5980 Colonel Talbot Proceeds**");

8. **THIS COURT ORDERS** the 6172 Colonel Talbot Purchaser to pay to the Applicants, by way of payment to SimpsonWigle LAW LLP in Trust, the proceeds of the 6172 Colonel Talbot Sale, less the sellers reasonable fees and disbursements (the " **6172 Colonel Talbot Proceeds**")

9. **THIS COURT ORDERS** the Wonderland Purchasers to pay to the Respondents, by way of payment to SimpsonWigle LAW LLP in Trust, the proceeds of the Wonderland Sale, less the sellers reasonable fees and disbursements (the "**Wonderland Proceeds**" and jointly with the 5980 Colonel Talbo Proceeds and the 6172 Colonel Talbot Proceeds, the "**Sale Proceeds**");

10. **THIS COURT ORDERS** the Milton 525 Holding Inc (the "Chargor"), the chargor with respect to the charge registered on title for the property legally described as PT LTS 7 & 8, CON 3 ESQ , AS IN 335221, EXCEPT 574487 & 679752 ; S/T EW15614 HALTON HILLS/ESQUESING (the "**Halton Hills Property**"), is instructed to pay to SimpsonWigle LAW LLP in trust, from Danny Iandoli's or First Global's entitlement under the mortgage, the difference between the sum of $12,725,776.71, as well as all per diem accrued from October 31, 2024 to the date of payment accruing at the rate of $9,350.83 per day, less the Sale Proceeds, on or before

November 4, 2024 (the "**Payment**"), and is instructed to pay the balance of the principal owing to Danny Iandoli or First Global under the charge to the accountant of the Superior Court of Justice to be held until further order of this Court..

11. **THIS COURT ORDERS** that the Respondent Daniel Iandoli and/or First Global or its counsel will take all steps necessary to inform the Chargor of the herein order.

12. **THIS COURT ORDERS** that from the Payment, SimpsonWigle LAW LLP is entitled to withdraw legal fees incurred to date totalling $238,500.00 (the "Legal Fees").

13. **THIS COURT ORDERS** that the Sales Proceeds and Payment, less Legal Fees, is to be held in trust by SimpsonWigle LAW LLP until November 18, 2024, or further order of this court**;**

14. **THIS COURT ORDERES** that the Applicants shall promptly notify Evangelista Tolfa of this Order by providing her with a copy of same by way of registered mail sent to the address listed for Evangelista Tolfa in the Assignment Agreement dated May 3, 2024 attached as a schedule to the Notice Registered on title for the Halton Hills Property as instrument number HR2030329, being 131 King Street, Terra Cotta, ON L7C 1P2.

15. **THIS COURT ORDERS** that the Applicant shall promptly notify Balwinder Cheema of this Order by providing him with a copy of same sent by way of registered mail sent to the address listed for Balwinder Cheema in the Assignment Agreement dated May 13, 2024 attached as a schedule to the Notice Registered on title for the Halton Hills Property as instrument number HR2031553, being 65 Louvain Drive, Brampton, ON L6P 1Y9.

16. **THIS COURT ORDERS** that the payment of monies to SimpsonWigle LAW LLP in trust is without prejudice to the Applicants rights to bring a motion to obtain the immediate payout of those funds.

17. **THIS COURT ORDERS** that the herein Application is adjourned to November 19, 2024, to be spoken to.

Date of issuance November 4th, 2024
(to be completed by registrar)

B. MacNeil, J.
(Signature of judge, officer or registrar)

Issued and entered electronically by

Alexandre Boulianne
Digitally signed by Alexandre Boulianne
Date: 2024.11.04 09:14:08 -05'00'

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

SCHEDULE "A"

Court File No. CV-24-87580-00000

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

(Court Seal)

TRANS GLOBAL PARTNERS LIMITED, RANDY HOFFNER and PAULINE HOFFNER

Applicants

and

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

Respondents

APPLICATION UNDER ss. 248 of the Business Corporations Act, R.S.O. 1990, c. B.16

AMENDED NOTICE OF APPLICATION

TO THE RESPONDENTS

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

THIS APPLICATION will come on for a hearing *(choose one of the following)*

☐ In person
☐ By telephone conference
☒ By video conference

at the following location:

[location]

(Courthouse address or telephone conference or video conference details, such as a dial-in number, access code, video link, etc. if applicable)

on Thursday, October 31, 2024, at 10:00 a.m., *(or on a day to be set by the registrar)*.

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

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

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

Date _____ Issued by _____
Local Registrar

Address of court office: 45 Main Street E.
Hamilton, Ontario
L8N 2B7

TO: **First Global Financial Corp.**
PH5-801 Lawrence Avenue East
Toronto, Ontario
M3C 3W2

Respondent

AND TO: **Elena Salvatore**
PH5-801 Lawrence Avenue East
Toronto, Ontario
M3C 3W2

Respondent

AND TO: **Vincent Salvatore**
PH5-801 Lawrence Avenue East
Toronto, Ontario
M3C 3W2

Respondent

AND TO: **Tiberis Capital Corp.**
PH5-801 Lawrence Avenue East
Toronto, Ontario
M5C 3W2

Respondent

AND TO: **Danny Iandoli**
2803 – 50 Yorkville Avenue
Toronto, Ontario
M4W 0A3

Respondent

APPLICATION

18. The Applicants Trans Global Partners Limited ("Trans Global"), Randy Hoffner ("**Mr. Hoffner**") and Pauline Hoffner ("**Ms. Hoffner**") make application for: *(State here the precise relief claimed.)*

(a) An order piercing the corporate veil of First Global Financial Corp. and holding the Respondents as liable as for the acts of one another;

(b) An order approving:

(i) the Agreement of Purchase and Sale dated July 30, 2024 and as may be amended and/or assigned from time to time between Talbot Crossing Inc. and Clawson Group Inc. and assigned to Farhi Farming Corporation (the "**5980 Colonel Talbot Purchaser**") and providing a vesting in **5980** Colonel Talbot Purchaser of the right, title and interest to the lands municipally described as 5980 Colonel Talbot Road, London, ON N6P 1J1 (the "**5980 Colonel Talbot Sale**");

(ii) the Agreement of Purchase and Sale dated July 30, 2024 and as may be amended and/or assigned from time to time between London Valley II Inc. and Clawson Group Inc. and assigned to Farhi Farming Corporation ("**6172 Colonel Talbot Purchaser**") and providing a vesting in the 6172 Colonel Talbot Purchaser of the right, title and interest to the lands municipally described as 6172 Colonel Talbot Road, London, ON N6P 1J1 (the "**6172 Colonel Talbot Sale**"); and

(iii) the Agreement of Purchase and Sale dated July 30, 2024 and as may be amended and/or assigned from time to time between London Valley V Inc. and Clawson Group Inc. and assigned to Farhi Holdings Corporation and Farhi Farming Corporation (jointly the "**Wonderland Purchasers**") and providing a vesting in the Wonderland Purchasers of the right, title and interest to the lands municipally described as Wonderland Road. S, PART LOTS 58 & 59 ETR WESTMINSTER, London, ON N6P 1J6 (the "**Wonderland Sale**") (jointly the "**London Property Sales**")

(c) A mandatory Order compelling the Respondents to disgorge to SimpsonWigle LAW LLP in trust the proceeds, less all legitimate fees and costs, of the London Property Sales.

(d) A mandatory order compelling the Respondents to disclose the particulars of all sales of properties owned by First Global or companies which First Global came to control, directly or indirectly, by way of the TGP Canada Transaction as defined below;

(e) A mandatory Order compelling the Respondents to forthwith deliver an accounting of all monies, assets, property or benefits of any kind received by First Global or any company which First Global has control, either directly or indirectly, by way of the TGP Canada Transaction from the sale of any property owned by any of those companies, and the accounting shall include particulars as to how and where the money obtained from the sale was expended or transferred, accompanied with

an order for the disgorgement of such funds and any profits earned thereby by way of payment to SimpsonWigle LAW LLP in trust, or in the alternative, to be paid into court.

(f) An order declaring that the Transfer of Charge registered by Greenvalley Estates Inc. ("**Greenvalley**") on the instructions of First Global, and registered as Instrument Number ER1582697 on July 18, 2024 (the "**Greenvalley Transfer of Charge**") on title to the lands and premises known as:

> PART SOUTH 1/2 LOT 11 CONCESSION 3 BEING PARTS 1 AND 3 ON 33R-2805; EXCEPT 879942 SUBJECT TO ANY INTEREST IN 870207 LONDON/WESTMINSTER,
>
> Being all of PIN 08203-0074 (LT),

And being municipally described as 4423 Highbury Avenue, South, London, Ontario (the "**Highbury Property**")

With respect to the mortgage registered on title for the Highbury Property as instrument number ER1582696 (the "**Highbury Mortgage**") for which Greenvalley is the chargee and ~~Milton 525~~ Dancor Dundas Inc. is the chargor (the "**Highbury Chargor**") is void and/or unenforceable.

(g) A mandatory Order compelling the Respondents to forthwith deliver an accounting of all monies, assets, property or benefits of any kind received by First Global or any company which First Global has control, either directly or indirectly, by way of the TGP Canada Transaction from the Highbury Mortgage, and the accounting

shall include particulars as to how and where the money obtained from the ~~sale~~ Highbury Mortgage was expended or transferred, accompanied with an order for the disgorgement of such funds and any profits earned thereby by way of payment to SimpsonWigle LAW LLP in trust, or in the alternative, to be paid into court.

(h) A mandatory Order directing the Highbury Chargor to pay to SimpsonWigle LAW LLP in trust all monies due and owing by the Highbury Chargor to Greenvalley pursuant to the Highbury Mortgage, as they become due and owing,

(i) An order declaring that the Transfer of Charge registered by the Respondent First Global, and registered as Instrument Number HR2058425 on September 20, 2024 (the "**First Global Transfer of Charge**") on title to the lands and premises known as:

PT LTS 7 & 8, CON 3 ESQ , AS IN 335221, EXCEPT 574487 & 679752 ; S/T EW15614 HALTON HILLS/ESQUESING

Being all of PIN 25022-0014 (LT) (the "**Halton Park Property**")

With respect to the mortgage registered on title for the Halton Park Property as instrument number HR1665994 (the "**Halton Park Mortgage**"), for which Halton Park is the chargee and Milton 525 Holdings Inc. is the chargor (the "**Halton Park Chargor**") is void and/or unenforceable.

(j) A mandatory Order compelling the Respondents to forthwith deliver an accounting of all monies, assets, property or benefits of any kind received by First Global or

any company which First Global has control, either directly or indirectly, by way of the TGP Canada Transaction from the Halton Park Mortgage, and the accounting shall include particulars as to how and where the money obtained from the Halton Park Mortgage was expended or transferred, accompanied with an order for the disgorgement of such funds and any profits earned thereby by way of payment to SimpsonWigle LAW LLP in trust, or in the alternative, to be paid into court.

(k) A mandatory Order directing the Halton Park Chargor to pay into court all monies due and owing by the Halton Park Chargor to the Respondents pursuant to the Halton Park Mortgage, as they become due and owing.

(l) An order that the registration of the cautions against title to the lands legally described in Schedule "A" hereto, be and the same is hereby discharged.

(m) A declaration that the Respondent First Global is in default of the SPAs and the Promissory Notes, as defined below;

(n) A declaration that the Respondent First Global's breach of the Promissory Notes constitutes an "Event of Default" under the Pledge Agreement defined below;

(o) An order in accordance with Article VI "Remedies" of the SPA:

(i) Requiring First Global to transfer all of the Collateral as defined in the SPA (the "Collateral") into the name of Trans Global;

(ii) permitting Trans Global to notify the parties obligated on any of the Collateral to make payment to Trans Global of any amount due or to due thereunder;

(iii) Allowing any officer or director of Trans Global to endorse any cheques, drafts, or other writings in the name of the Respondent First Global to allow the collection of the Collateral;

(iv) permitting Trans Global to take control of any proceeds of the Collateral; and

(v) permitting Trans Global to execute, in the name place and stead of the Respondent First Global, endorsements, assignments, stock powers and other instruments of conveyance or transfer with respect to all or any of the Collateral.

(p) An order, without limiting the forgoing, that Trans Global is empowered to do and take all actions with respect to the Collateral to which it is entitled pursuant to the SPA.

(q) An interim and interlocutory order in the form of a Mareva Injunction restraining the Respondents, together with any employees, agents, assigns, and any person acting on their behalf or in conjunction with them, and any and all persons with notice of the Order sought herein, pending satisfaction of any judgment granted herein, from directly or indirectly, by any means whatsoever:

(i) Selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with their assets, or the assets of any companies which they came to control pursuant to the TGP Canada Transaction, whether solely or jointly owned, wherever situated, including, without limitation, any funds received with respect to same;

(ii) Listing for sale their assets, or the assets of any other companies which they came to control in accordance with the terms of the TGP Canada Transaction;

(iii) Instructing, requesting, counselling, demanding or encouraging any other person to do so; and

(iv) Facilitating, assigning in, aiding, abetting or participating in any acts which would have the effect of doing so.

(r) An order declaring that the Respondents First Global Financial Corp., Elena Salvatore and Vincent Salvatore have acted in a manner that is oppressive, prejudicial and disregards the Applicants interests and that the Applicants are entitled to the relief set out at Section 258 of the *Business Corporations Act*, R.S.O. 1990 (the "*OBCA*").

(s) An Order for damages payable to the Applicants by the Respondents in the amount of $12,444,121.92 plus interest at the default rate of 26.82%.

(t) A declaration pursuant to Section 178(1)(d) and (e) of the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3 (the "*BIA*") that any amounts awarded herein are debts or liabilities that are arising out of fraud, embezzlement, misappropriation or defalcation while acting in a fiduciary capacity, or resulting from obtaining property by false pretences or fraudulent misrepresentation.

(u) An Order abridging the time for filing and service of the application materials, if necessary;

(v) If necessary, an order dispensing with the requirement to deliver a factum on the initial hearing of this Application for interim and/or interlocutory relief;

(w) prejudgment interest in accordance with section 128 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;

(x) postjudgment interest in accordance with section 129 of the *Courts of Justice Act*;

(y) the costs of this proceeding on a substantial indemnity basis, plus all applicable taxes; and

(z) Such further and other Relief as to this Honourable Court may seem just.

THE PARTIES

THE APPLICANT TRANS GLOBAL PARTNERS LIMITED (TRANS GLOBAL") & TIM SHIELDS ("MR. SHIELDS")

19. The Applicant, Trans Global, is a corporation existing under the laws of the special administrative region of Hong King, which operates out of its head office located at 77 City Centre Drive, Suite 602, Mississauga, Ontario L5B 1M5. Prior to in or about June 6, 2024, Trans Global was the registered, legal and beneficial owner of all issued and outstanding shares in the capital of the company TGP Canada Management Inc.

20. While not a party to this Application, Tim Shields ("**Mr. Shields**") is an individual residing in Tokyo, Japan. Mr. Shields was also, during certain times, an officer and director of the Applicant Trans Global. Mr. Shields was an officer and director of the corporations defined below as Land Mutual, Canadian Shield, TSI Group, Titan Shield as well as the Canadian Shield Subsidiary Companies and the Land Shield Subsidiary Companies.

THE APPLICANT RANDY HOFFNER (THE AFFIANT) & 183 ONTARIO LIMITED ("183")

21. The Applicant, Randy Hoffner ("**Mr. Hoffner**"), is an individual residing in the City of Mississauga in the Province of Ontario. Prior to in or about July 4, 2024, he was the beneficial owner of one hundred percent (100%) of the issued and outstanding shares in the corporation 1837732 Ontario Limited. Prior to in or about June 4, 2024, Mr. Hoffner was also an officer and director of the corporations defined below as TGP Canada, Land Mutual, Canadian Shield, TSI Group, Titan Shield as well as the Canadian Shield Subsidiary Companies and the Land Shield Subsidiary Companies.

22. While not a party to this Application, 1837732 Ontario Limited ("**183**") is a corporation incorporated pursuant to the laws of the Province of Ontario.

THE APPLICANT PAULINE HOFFNER ("MS. HOFFNER") AND TGP PROPERTY MANAGEMENT INC. ("TGP PROPERTY")

23. The Applicant Pauline Hoffner ("**Ms. Hoffner**") is an individual residing in the City of City of Mississauga, in the Province of Ontario. Mr. Hoffner is my spouse. Prior to in or about June 4, 2024 Ms. Hoffner was the beneficial owner of one hundred percent (100%) of the issued and outstanding shares in the corporation TGP Property Management Inc.

24. While not a party to this Application, TGP Property Management Inc. ("**TPG Property**"), is a corporation incorporated pursuant to the laws of the Province of Ontario.

TGP CANADA MANAGEMENT INC. ("TGP CANADA") AND 2630306 ONTARIO INC. O/A PAYBANK FINANCIAL ("PAYBANK")

25. While not a party to this Application, TGP Canada Management Inc. ("**TGP Canada**") is a corporation incorporated pursuant to the laws of the Province of Ontario. Prior to in or about June 4, 2024, Trans Global was the registered, legal and beneficial owner of all of the issued and outstanding shares in the capital of TGP Canada.

26. While not a party to this Application, 2630306 Ontario Inc. o/a Paybank Financial ("**Paybank**") is a corporation incorporated pursuant to the laws of the province of Ontario.

TITAN SHIELD INC.

27. While not a party to this Application, Titan Shield Inc. ("**Titan Shield**") is a corporation incorporated pursuant to the laws of the province of Ontario. Titan Shield is the registered, legal

and beneficial owner of all of the issued and outstanding shares in the capital of Trillium Shield Inc.

TRILLIUM SHIELD INC.

28. While not a party to this Application, Trillium Shield Inc. ("**Trillium Shield**") is a corporation incorporated pursuant to the province of Ontario. Trillium Shield is the registered, legal and beneficial owner of all of the issued and outdating shares in the TSI Group of Companies Inc.

TSI GROUP OF COMPANIES INC.

29. While not a party to this Application, TSI Group of Companies Inc. ("**TSI Group**") is a corporation incorporated pursuant to the laws of the province of Ontario. TSI Group, directly or indirectly, is involved with the corporations Land Mutual Inc. and Canadian Shield Inc.

LAND MUTUAL INC. AND THE LAND MUTUAL SUBSIDIARY COMPANIES

30. While not a party to this Application, Land Mutual is a corporation incorporated pursuant to the laws of the Province of Ontario. Land Mutual, directly or indirectly, is involved with various subsidiary companies (jointly the "**Land Mutual Subsidiary Companies**"). The Land Mutual Subsidiary Companies are the owners of various real properties.

CANADIAN SHIELD INC. AND THE CANADIAN SHIELD SUBSIDIARY COMPANIES

31. While not a party to this Application, Canadian Shield is a corporation incorporated pursuant to the laws of the Province of Ontario. Canadian Shield, directly or indirectly, is involved with various subsidiary companies (jointly the "**Canadian Shield Subsidiary Companies**"). The Canadian Shield Subsidiary Companies are the owners of various real properties.

THE RESPONDENTS FIRST GLOBAL FINANCIAL CORP. ("FIRST GLOBAL"), ELENA SALVATORE, VINCENT SALVATORE

32. The Respondent First Global Financial Corp. ("**First Global**" and the "**Respondent"**) is a corporation incorporated pursuant to the laws of the province of Ontario operating from its head office located at PH5-801 Lawrence Ave. East, Toronto, Ontario, M3C 3W2.

33. The Respondent, Elena Salvatore ("**Ms. Salvatore**"), is an individual residing in the City of Toronto in the Province of Ontario. Ms. Salvatore is the sole officer and director of First Global.

34. The Respondent, Vincent Salvatore ("**Mr. Salvatore**" and jointly with First Global and Ms. Salvatore the "**Respondents**"), is an individual residing in the City of Toronto in the Province of Ontario. Mr. Salvatore is married to Ms. Salvatore. Mr. Salvatore, along with Ms. Salvatore, are the governing minds of First Global. Mr. Salvatore is the sole officer and director of the Respondent Tiberis Capital Corp.

35. The Respondent Tiberis Capital Corp. ("**Tiberis**") is a corporation incorporated pursuant to the laws of the province of Ontario. Mr. Salvatore is the sole officer and director of Tiberis. Mr. Salvatore, and potentially Ms. Salvatore, are owners of Tiberis

THE TITAN SHIELD SHARE SALE AND PURCHASE

The TGP Canada Management Inc. Share Purchase Agreement

36. In or about June 4, 2024, TPG Canada as vendor and First Global as purchaser entered into a Share Purchase Agreement (the "**TGP Canada Transaction**") dated June 4, 2024 (the "**TGP Canada SPA**") pursuant to which, *inter alia*,

(a) TGP Canada would sell to First Global all of its shares in Titan Shield (the "**Titan Shield Shares**");

(b) The closing of the purchase and sale of the Titan Shield Shares was to take place on June 4, 2024 (the "**SPA Closing Date**");

(c) First Global agreed to pay to SimpsonWigle LAW LLP ("**SimpsonWigle**"), counsel for Trans Global, in trust, on behalf of Trans Global, the purchase price of Ten Thousand Dollars ($10,000.00) within 7 days of the Closing Date (the "**TGP Canada Purchase Price**"); and

(d) First Global agreed to pay to SimpsonWigle One Hundred Thousand Dollars ($100,000.00) towards legal costs incurred with respect to the transactions referenced in the SPAs within 7 days of the Closing Date (the "**Legal Fees**").

37. It was at all times understood by the parties:

(a) that Trans Global was the ultimate recipient of the TGP Canada Purchase Price to be paid pursuant to the TGP Canada SPA;

(b) that the failure to pay the TGP Canada Purchase Price in accordance with the terms of the TGP Canada SPA would deny Trans Global the benefit of those monies; and

(c) that the Legal Fees to be paid by it in accordance with the TGP Canada SPA was to pay to SimpsonWigle LAW those legal fees incurred by the Applicants in facilitating the sales referenced herein; and

(d) that should it fail, or otherwise refuse to pay the Legal Fees in accordance with the TGP Canada SPA that the Applicants would be required to pay to SimpsonWigle LAW their respective shares of the legal fees incurred in facilitating the herein referenced transactions.

38. Pursuant to the terms of the TGP Canada SPA, upon closing the Respondent would have direct or indirect control of the real properties owned by the Land Mutual Subsidiary Companies and the Canadian Shield Subsidiary Companies.

THE TGP CANADA MANAGEMENT SHARE SALE AND PURCHASE

The Trans Global Partners Limited Share Purchase Agreement

39. In or about June 4, 2024, and immediately following the TGP Canada transaction, Trans Global as vendor and Paybank as Purchaser entered into a share purchase agreement dated June 4, 2024 (the "**Trans Global SPA**") pursuant to which Trans Global sold to Paybank all of its shares in TGP Canada.

The Trans Global Partners Limited Promissory Note

40. First Global executed a promissory note in favour of Trans Global (the "**Trans Global Promissory Note**") the terms of which were, *inter alia*, as follows:

(a) the principal amount of Seven Million Dollars ($7,000.000.00) (the "**Principal Amount**");

(b) the principal amount was to be paid on or before August 3, 2024 unless renewed or extended;

(c) the parties may mutually agree to a renewal or extension of the due date in exchange for an extension/renewal fee of Five Hundred Thousand Dollars ($500,000.00) (the "**Extension Fee**");

(d) the note would be interest free unless a default occurs; and

(e) upon default, interest shall be charged at the rate of 26.82% per annum, calculated semi-annually not in advance, from the date of default;

(f) First Global agreed to:

(i) Deliver a collateral charge in the Principal Amount as against the property municipally referred to as 11720 Highway 27, Vaughan, Ontario (the "**Highway 27 Property**"); and

(ii) Execute a share pledge agreement pledging all of the issued and outstanding shares in Titan Shield and consequently, as a result of said pledge included all of the issued and outstanding shares in Trillium Shield, TSI Group, Land

Mutual Inc, Canadian Shield Inc., Land Mutual Subsidiary Companies and Canadian Shield Subsidiary Companies.

THE TGP PROPERTY MANAGEMENT INC. SHARE SALE AND PURCHASE

The Pauline Hoffner Share Purchase Agreement

41. In or about June 4, 2024, and immediately following the TGP Canada transaction, Ms. Hoffner as vendor and First Global as purchaser entered into a Share Purchase Agreement dated June 4, 2024 (the "**Ms. Hoffner SPA**") the terms of which, *inter alia*, are as follows:

(a) Ms. Hoffner would sell to First Global all of her shares in TGP Property (the "**TGP Property Shares**");

(b) The closing of the purchase and sale of the TGP Property Shares was to take place on the SGA Closing Date;

(c) First Global agreed to pay the purchase price of One Million Five Hundred Thousand Dollars ($1,500,000.00) (the "**Ms. Hoffner Purchase Price**"); and

(d) The Ms. Hoffner Purchase Price was to be paid in full on the Closing Date by way of the delivery of a promissory note, secured by a pledge of shares in Titan Shield (the "**Ms. Hoffner Promissory Note**").

The Pauline Hoffner Promissory Note

42. The Ms. Hoffner Promissory Note was on the same terms as the Trans Global Promissory Note save and except that:

(a) the principal amount would be in the amount of the Ms. Hoffner Purchase Price, being One Million Five Hundred Thousand Dollars ($1,500,000.00); and

(b) the Ms. Hoffner Principal amount was to be paid on or before June 11, 2024 unless renewed or extended.

THE 1837732 ONTARIO INC. SHARE SALE AND PURCHASE

The Randy Hoffner Share Purchase Agreement

43. In or about June 4, 2024, and immediately following the TGP Property transaction, Mr. Hoffner as vendor and First Global as purchaser, entered into a Share Purchase Agreement dated June 4, 2024 (the "**Mr. Hoffner SPA**") the terms of which, *inter alia*, are as follows:

(a) he would sell to First Global all of his shares in 183 (the "**183 Shares**");

(b) the closing of the purchase and sale of the 183 Shares would take place on the SPA Closing Date;

(c) First Global agreed to pay the purchase price of One Million Five Hundred Thousand Dollars ($1,500,000.00) (the **Mr. Hoffner Purchase Price**"); and

(d) The Mr. Hoffner Purchase Price was to be paid in full on the Closing Date by way of the delivery of a promissory note, secured by a pledge of shares in Titan Shield (the "**Mr. Hoffner Promissory Note**").

The Randy Hoffner Promissory Note

44. The Mr. Hoffner Promissory Note was on the same terms as the Trans Global Promissory Note save and except that the principal amount would be in the amount of the Mr. Hoffner Purchase Price being One Million Five Hundred Thousand Dollars ($1,500,000.00).

THE SHARE PLEDGE AGREEMENT

45. In accordance with the terms of the Trans Global Promissory Note, the Ms. Hoffner Promissory Note and the Mr. Hoffner Promissory Note (jointly the "**Promissory Notes**") First Global executed a Share Pledge Agreement dated June 4, 2024 (the "**Pledge Agreement**") in favour of Trans Global, Mr. Hoffner and Ms. Hoffner.

46. The terms of the Pledge Agreement were, *inter alia*, as follows:

(a) In accordance with section 2.1, First Global, as collateral security for the payment and performance of all present and future indebtedness, liabilities and obligations of First Global to the Applicants, First Global granted to the Applicants a continuing security interest in various collateral (the "**Collateral**") including, but not limited to, the following:

(i) all issued and outstanding shares of capital stock in Titan Shield;

(ii) all other shares in Titan Shield acquired by First Global; and

(iii) the proceeds of same.

(b) In accordance with section 4.4, in the Event of Default, which is defined in the Pledge Agreement as a default under the Promissory Notes (the "**Event of Default**"), First Global agreed that:

(i) It is to deliver to one of the Applicants (the "Holder"), as directed by the Applicants, all proceeds of the Collateral to be held by the Holder as additional collateral;

(ii) the Holder may exercise the voting power and all other incidental rights of ownership with respect to the Titan Shield shares or other shares of capital stock constituting Collateral and First Global granted the Applicants an irrevocable proxy to vote the Titan Shield shares and such other Collateral;

(iii) it would deliver any additional proxies and other documents reasonably requested by the Holder that may be necessary to allow the Holder to exercise such voting power;

(c) in accordance with section 6.1 that, in the Event of Default the Holder, on behalf of the Applicants, had certain other remedies available to it including, but not limited to:

(i) the Holder may exercise the rights and remedies of a secured party on default under the PPSA including, but not limited to, selling the Collateral or any part of it; and

(ii) the Holder could:

(1) transfer all or any part of the Collateral into the name of the Holder, or their nominee or assignee;

(2) notify the parties obligated on any of the Collateral to make payment to the Holder of any amount due or to become due thereunder;

(3) enforce collection of any of the Collateral by suit or otherwise;

(4) endorse any cheques, drafts or other writings in First Global's name to allow collection of the collateral;

(5) take control of the proceeds of the Collateral; and

(6) execute, in the name, place and stead of First Global, endorsements, assignments, stock powers and other instruments of conveyance or transfer with respect to all or any of the Collateral;

(iii) First Global agreed to pay to the Applicants the amounts of any and all reasonable expenses, including reasonable fees and disbursements of its counsel and of any expert and agents, which the Applicants may incur in connection with:

(1) Administration of the Pledge Agreement;

(2) The custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral;

(3) The exercise or enforcement of any of the rights of the Applicants under the Pledge Agreement;

(4) The failure of First Global to perform or observe any of the provisions of the Pledge Agreement; and

(5) Advancing of any funds pursuant to the Pledge Agreement.

47. On June 6, 2024, the Applicants, by way of their counsel, registered in the Ontario Personal Property Registry a lien as against First Global as the debtor in favour of the Applicants as secured parties, with respect to the collateral classified as "accounts" and "other" pursuant to the terms of the Pledge Agreement.

THE COLLATERAL MORTGAGE

48. On June 6, 2024, the Applicants, by way of their counsel, registered a charge against the Highway 27 Property (the "**Collateral Mortgage**") as instrument number YR3684667 and immediately thereafter registered an application to change name-instrument to correct the name of Trans Global as Trans Global Partners Limited, as evidenced by instrument number YR3684727.

49. The terms of the Collateral Mortgage include, but are not limited to the following:

(a) The mortgage will be interest free unless a default occurs under the mortgage;

(b) If a default occurs interest will be charged at 26.82% per annum, calculated semi-annually not in advance, from the date of default;

(c) All terms contained in the Promissory Notes are incorporated in the Collateral Mortgage and apply to the Collateral Mortgage;

(d) All fees, charges or payments incurred, expended or paid by the Applicants together with the interest thereon, will be added to the indebtedness to be repaid by the Respondents to the Applicants forthwith and, until repaid, will constitute a charge upon the Highway 27 Property;

(e) That any occurrence of an event of default under the provisions of the Collateral Mortgage will constitute a default under any other charge or security document (the "Security Documents" between the Applicants and the Respondents and default under any of the other Security Documents will constitute an event of default under the provisions of the Collateral Mortgage);

(f) That upon and during the continuance of an event of default under the Collateral Mortgage or a default under the other Security Documents, the Applicants pursue their remedies under those Security Documents; and

(g) Upon default in payment of principal or interest under this Collateral Mortgage, or in the performance of any of the terms and conditions of the Collateral Mortgage, the Applicants may enter into and take possession of the Highway 27 Property.

FIRST GLOBAL FINANCIAL CORP.'S REQUEST FOR AN EXTENSION OF PAYMENT TERMS

50. On agreement between the parties to the SPAs, the Closing Date of the transactions contemplated by the SPAs was extended to June 6, 2024 (the "Amended Closing Date").

51. As of the Amended Closing Date, the Applicants complied with all of their obligations pursuant to the terms of the various SPAs such that by the amended closing date, First Global was the owner of the Titan Shield Shares, the TGP Property Shares and the 183 Shares.

52. Despite the terms of the TGP Canada SPA and the Ms. Hoffner Promissory Note which required payment of the TGP Canada Purchase Price and the Ms. Hoffner Principal Amount (the "Arrears") by June 12, 2024, as of that date no payment had been made by First Global.

53. Pursuant to an agreement between the parties, the deadline for the payment of the Arrears was extended to June 21, 2024 in exchange for First Global agreeing to pay the Extension Fee. Despite this agreement however the Arrears were not paid as of this date. Subsequently the Respondents advised that the amount would be paid within the non-specific period of two weeks.

FIRST GLOBAL FINANCIAL CORP.'S BREACH OF THE SPAS AND PROMISSORY NOTE

54. On July 5, 2024, counsel for the Applicants sent a Notice of Default to the Respondents by way of Registered Mail confirming the Respondents' breach and demanding payment of those amounts due and owing as of that date.

55. On July 16, 2024, when no payment towards the amounts owing had been made by the Respondents, the Applicants' Counsel sent a Notice of Sale Under Charge/Mortgage demanding payment of all outstanding amounts, inclusive of principal, interest and fees, by no later than August 22, 2024, failing which the Applicants would proceed to sell the Highway 27 Property.

56. On September 9, 2024, counsel for the Applicants sent a Notice pursuant to section 63(4) of the *Personal Property Security Act* on behalf of the Applicants, putting First Global on Notice

that, in light of First Global's default, the Applicants intended to enforce their security under the Pledge Agreement (the "PPSA Notice").

57. Despite the PPSA Notice, all amounts owing under the SPAs, Promissory Notes and Collateral Charge remained due and owing, and continued to accrue interest.

58. The Respondents' failure to pay the monies owing under the Ms. Hoffner Promissory Note on June 21, 2024, and under the Mr. Hoffner Promissory Note and the TGP Canada Promissory Note on August 3, 2024, constituted not only a breach of the terms of the Collateral Mortgage but also an Event of Default under the Pledge Agreement pursuant to which the Applicants were permitted to, amongst other things, enforce their security under the Pledge Agreement.

FRAUDULENT AND/OR BAD FAITH ACTIONS OF FIRST GLOBAL FINANCIAL CORP.

59. Despite First Global having not paid any monies owing pursuant to the SPAs and/or the Promissory Notes as well as failing to comply with its obligations under the Pledge Agreement, the Respondents have taken actions with respect to assets they have come to control by way of the SPAs which serves to convert the profits of same to their own benefit.

60. These actions, as hereinafter described, are part of a fraudulent scheme perpetrated by the Respondents (the "Fraudulent Scheme") which was conducted as follows:

(a) The Respondents, utilizing First Global, entered into the Share Purchase Agreements, and primarily the First Global SPA, pursuant to which they agreed to purchase shares in companies that, directly or indirectly, control certain real properties, namely those owned by the Subsidiary Companies;

(b) The Respondents negotiated terms for the TPG Canada SPA pursuant to which First Global received the benefit of TPG Canada Transaction, including taking direct or indict control of those real properties owned by the Subsidiary Companies;

(c) The Respondents negotiated terms for the Promissory Notes pursuant to which First Global could delay making payment thereunder until June 11, 2024, in the case of the Ms. Hoffner Promissory Note, or August 3, 2024, in the case of Trans Global Promissory Note and the Mr. Hoffner Promissory Note;

(d) At all times the Respondents represented that they had sufficient funds to pay those amounts owing pursuant to the Trans Global SPA and the Promissory Notes;

(e) Despite those representations, almost immediately after the closing of the transactions contemplated under the SPAs, the Respondents advised the Applicants that they would not be able to make payment, first until June 21, 2024 and then on June 21, 2024, at some hypothetical period within two (2) weeks;

(f) Almost immediately thereafter the Respondents, utilizing means outlined in more detail below:

(i) Commenced a fire sale of certain real properties they took control, directly or indirectly, pursuant to the terms of the SPAs;

(ii) directed the proceeds of those sales to themselves and/or dispersing them to parties unknown to the Applicants;

(iii) assigned certain receivables which are properly directed to certain Subsidiary Companies to companies which they own; and

(iv) encumbered certain real properties owned by the Subsidiary Companies in order to prevent the Applicants from enforcing their security;

(v) refused to pay liabilities which they had assumed pursuant to the Trans Global SPA resulting in the loss of further assets; and

(vi) generally refused to direct any monies received since the closing of the transactions contemplated by the SPAs to the Applicants despite their clear obligations.

61. The Respondents at all times knew that ultimately the Applicants would enforce their security under the Pledge Agreement which would entitle them to control those companies which Titan Shield, directly or indirectly, controlled including, but not limited to the Subsidiary Companies, and by extension the real properties that they owned. Consequently, the Respondents acted in a manner to strip from those companies as much assets as possible to deprive the Applicants of the benefit of those assets when they did so.

THE SALE OF 4423 HIGHBURY AVENUE SOUTH, LONDON, ONTARIO

62. On August 6, 2024, First Global sold the property municipality referred to as 4423 Highbury Avenue South, London, ON N6N 1J2 (the "**Highbury Property**") owned by Greenvalley Estates Inc. ("**Greenvalley**"), one of the Land Mutual Subsidiary Companies, for the total sum of Nine Million, Nine Hundred Thousand Dollars ($9,900,000.00) of which half was

paid to, presumably, Greenvalley, and the remaining half paid by way of a vendor take back mortgage in favour of Greeenvalley (the "**Highbury Mortgage**").

63. The Applicants have not received any portion of the proceeds received by the Respondents with respect to the sale of the Highbury Property. The Applicants state that these proceeds no longer remain with Greenvalley in as much as they have either been distributed to the Applicants or third parties. Furthermore, on July 18, 2024, Greenvalley registered a Transfer of Charge on title for the Highbury Property, on the instructions of the Respondents, transferring its interest in the Highbury Mortgage to the Respondent Tiberis.

64. These heretofore described actions were designed to benefit the Respondents while denying the Applicants the opportunity to benefit from these assets/receivables should they subsequently enforce their rights under the Pledge Agreement.

ENTERING INTO AN AGREEMENT OF PURCHASE AND SALE OF THE THREE LONDON PROPERTIES

65. On July 30, 2024, Ms. Salvatore entered into three Agreements of Purchase and Sale on behalf of the Land Mutual Subsidiary Companies, Talbot Crossing Inc., London Valley II Inc. and London Valley V Inc. (jointly the "Sellers"), pursuant to which she sought to sell to Clawson Group Inc. (the "**London Properties Sale**") the properties municipally referred to as 5980 Colonel Talbot Road, London , ON N6P 1J1, 6172 Colonel Talbot Road, London, ON N6P 1J1 and Wonderland Road. S, PART LOTS 58 & 59 ETR WESTMINSTER, London, ON N6P 1J6 (jointly the "**London Properties**"), for the total purchase price of Ten Million, Eighteen Thousand, Six Hundred and Seventy-Four Dollars and Twenty-Four Cents ($10,018,674.24). By way of certain

Assignment of Agreement of Purchase and Sale, the purchasers of the London Properties were changed (jointly the "**Purchasers**").

66. In correspondence exchanged between Counsel it was agreed that the closing date to the London Properties Sale would be extended to November 6, 2024, or within 4 days of the Sellers obtaining a court order directing and vesting title to the London Properties to the Purchasers. Failing that the Purchaser's counsel advised that the London Properties Sale would not close without the following:

(a) Satisfactory evidence as to the Officers and Directors authorizing the subject transactions including but not limited to such Corporate Resolutions necessary to give effect to the applicable Agreements of Purchase and Sale and subsequent title transfers, supported by Officers Certificates and executed solicitor Legal Opinions confirming the veracity, execution and validity of the subject Agreements, Transfers of Title, together with the supporting closing documents and Corporate Resolutions and Documents as contemplated by the constating documents of the Corporations;

(b) Sworn Statutory Declarations of the Officers/ Directors of the subject Corporations attesting to but not limited to: the validity of the foregoing documents; the enforceability thereof; the validity of the sale and Transfer of the subject properties; and that there is no other person or entity having an interest in or claim to the subject properties and the proceeds of the sale thereof;

(c) Indemnity's from the Sellers, the Principals and Shareholders indemnifying the Buyers from any claims arising subsequent to the completion of the transactions against the Buyers in respect of any competing parties' potential interest in the properties or the sale proceeds thereof or otherwise; and

(d) Releases from such other Party or entity claiming such interest in the subject properties and/or the proceeds of the sale thereof.

67. The Applicants do not object to the Sellers proceeding with the sale of the London Properties to the Purchasers. However, as a condition of doing so, the Applicants submit they are entitled to the imposition of certain court orders requiring all proceeds from those sales be paid to SimpsonWigle LAW in trust, or, alternatively into court.

68. The Applicants submit that if the Respondents are permitted to proceed with the sale of the London Properties without restrictions, the Respondents will remove, or otherwise transfer those assets by means which will deny the Applicants the ability to benefit from those amounts as part of the enforcement of their rights under the Pledge Agreement.

LISTING OF CERTAIN PROPERTIES BELONGING TO THE LAND MUTUAL SUBSIDIARY COMPANIES AND THE CANADIAN SHIELD SUBSIDIARY COMPANIES

69. The Respondents registered cautions (the "Cautions") against certain properties owned by the Land Mutual Subsidiary Companies, namely:

Property Address	Owner	MLS #	Proposed Price

(unassigned) 0 Sodom Road E., Niagara Falls, ON L2E 6S6	Niagara Estates of Chippawa II Inc.	X9250524	$1.00
(unassigned) 0 Stanley Avenue E. Niagara Falls, ON L2E 0A6	Lyons Creek Niagara Falls Park Inc.	X9250496	$1.00
4001 Weaver Road, Niagara Falls, ON L2G 0S7	Niagara Estates of Chippawa II. Inc.	X9250508	$1.00
2310 Dingman Drive, London, ON N0L 1B0 (incorrectly labeled as 0 Dingman Drive)	Greenvalley Estates II Inc.	X9250090	$3,953,000.00
6211 Colonel Talbot Road, London, ON N6P 1J2	London Valley IV Inc.	X9249955	$3,240,000.00
85 Crooks Street, Fort Erie, ON L2A 4H2	Fort Erie Hills Inc.	X9249962	$14,900,000.00
5318 Colonel Talbot Road, London, ON N6P 1H9	London Valley Inc.	X9249952	$4,365,000.00
9063 Twiss Road, Milton, ON L0P1B0	Randy Hoffner	W9249957	$3,495,000.00

70. The Applicants did not have knowledge of these listings at the time they were made, nor did they consent to the listing of these properties. Furthermore, the Applicants have never consented to the sale of any of these properties and deny that the Respondents are entitled to sell same under the circumstances.

71. While it appears that the aforementioned listings have since been removed, it is unknown to the Applicants whether other properties have been listed and/or if the Respondents are making efforts to sell the properties held by the Land Mutual Subsidiary Companies and/or the Canadian Shield Subsidiary Companies by way of alternative means that would not result in an MLS listing.

72. The Applicants further submit that the property municipally referred to as 9063 Twiss Road, Milton, ON L0P 1B0 (the "**Twiss Property**") is not owned by any company that First Global acquired control, either directly or indirectly, by way of the TGP Canada Transaction. It was, at all times relevant to these proceedings, owned by the Applicant Mr. Hoffner. Despite this, the Respondents still registered a caution against this property. Consequently, it is unclear on what grounds the Respondents believe they were entitled to list a property which they did not control, either directly or indirectly, for sale regardless of whether they had the authority of the owner, which in this case they did not have.

REGISTERING CAUTIONS ON PROPERTIES FOR WHICH IT HAS NO INTEREST

73. On September 11, 2024, being the same day that counsel for the Respondents received the PPSA Notice, First Global registered cautions against eleven (11) properties (the "**Cautions**") owned by the Land Mutual Subsidiary Companies and/or the Canadian Shield Subsidiary Companies. Specifically, First Global registered cautions against the following properties (jointly the "**Encumbered Properties**"):

Property Address	**Owner**	**MLS #**	**Proposed Price**
(unassigned) 0 Sodom Road E., Niagara Falls, ON L2E 6S6	Niagara Estates of Chippawa II Inc.	X9250524	$1.00
(unassigned) 0 Stanley Avenue E. Niagara Falls, ON L2E 0A6	Lyons Creek Niagara Falls Park Inc.	X9250496	$1.00
4001 Weaver Road, Niagara Falls, ON L2G 0S7	Niagara Estates of Chippawa II. Inc.	X9250508	$1.00

2310 Dingman Drive, London, ON N0L 1B0 (incorrectly labeled as 0 Dingman Drive)	Greenvalley Estates II Inc.	X9250090	$3,953,000.00
6211 Colonel Talbot Road, London, ON N6P 1J2	London Valley IV Inc.	X9249955	$3,240,000.00
85 Crooks Street, Fort Erie, ON L2A 4H2	Fort Erie Hills Inc.	X9249962	$14,900,000.00
5318 Colonel Talbot Road, London, ON N6P 1H9	London Valley Inc.	X9249952	$4,365,000.00
9063 Twiss Road, Milton, ON L0P1B0	Randy Hoffner	W9249957	$3,495,000.00

74. The Cautions registered against the Encumbered Properties all indicate that they were registered pursuant to section 71 of the *Land Titles Act*, and that the nature of the interest is "*the caution is being registered by First Global Financial Corp., who claims an ownership interest in the property through its subsidiaries*".

75. The Applicants submit that registering the Cautions on the Encumbered Properties served no purpose but to complicate the Applicants' abilities to enforce their security under the Pledge Agreement.

76. Again, the Twiss Property is not owned by First Global or any company which it acquired control, either directly or indirectly, by way of the TGP Canada Transaction. Despite this, First Global registered a caution against the Twiss Property pursuant to which they have alleged having an ownership interest on same.

77. Despite demands that these Charges be discharged, the Respondents have refused to do so.

LOSS OF CERTAIN PROPERTIES

78. Pursuant to the TGP Canada SPA First Global agreed to assume certain outstanding liabilities at its sole cost and expense. These liabilities included, but were not limited to, that liability provided at:

(a) paragraph 2(b)(xix) namely Niagara Falls Park Inc. is under a notice of sale instituted by Dennis Blain and Lakefront Developments Inc. for monies owing of approximately $5,934,495.00. In accordance with the service of notice of sale and the property has been sold to RA-Tech CAD Services Inc., pursuant to an agreement of purchase and sale dated April 11, 2024, for the sale price of $10,000,000.00 (the "**Niagara Falls Liability**"); and

(b) paragraph 2(b)(xx) namely, Niagara Estates of Chippawa II Inc. is in default under the mortgage in favour of 2229815 Ontario Ltd. for monies owing of approximately $6,288,381.00. A notice of sale has been served on this matter (the "**Chippawa II Liability**").

79. Despite the above, First Global has failed to take any steps to protect the assets subject to the above liabilities. Consequently, and as outlined below, two of the Land Mutual Subsidiary Companies have lost their ownership interest in certain properties.

The Niagara Falls Park Inc. Liability

80. Niagara Falls Park Inc., a corporation incorporated pursuant to the laws of the province of Ontario, as well as one of the Land Mutual Subsidiary Companies, was the owner of the property municipally known as 5021 Garner Road, Niagara Falls, ON L2E 6S4 (the "**Garner Property**").

81. On December 13, 2022, Dennis Blaine and Lakefront Developments Inc. (jointly the "**Garner Chargees**") registered a charge as against the Garner Property (the "**Garner Charge**"). On or about February 8, 2024, the Garner Chargees issued a Notice of Sale Under Charge/Mortgage of Land with respect to the Garner Charge and demanded payment of all amounts owing thereunder.

82. Despite the above, the Respondents failed to make any payments to thee Garner Chargeees or take any steps to avoid the Garner Chargees pursuing the power of sale process. Consequently, on or about July 31, 2024, the Garner Chargees registered a Transfer: Power of Sale pursuant to which title to the Garner Property was transferred to Garner Estates Inc.

<u>The Niagara Estates of Chippawa II Inc. Liability</u>

83. Niagara Estates of Chippawa II Inc. ("**Chippawa II**") is a corporation incorporated pursuant to the laws of the province of Ontario as well as being one of the Land Mutual Subsidiary Companies, and was the owner of the property municipally known as Willick Road and Sodom Road, Niagara Falls, ON (the "**Willick & Sodom Property**").

84. On April 19, 203 2229815 Ontario Inc. (the "**Willick & Sodom Chargee**") registered a charge as against the Willick & Sodom Property. On or about April 25, 2024, the Willick & Sodom Chargee issued a Notice of Sale Under Mortgage with respect to the Willick & Sodom Charge and demanded payment of all amounts owing thereunder.

85. Subsequently, on July 12, 2024, the Willick and Sodom Chargee commenced a foreclosure action (the "**Foreclosure Action**") as against Chippawa II with respect to the Willick & Sodom Charge. The Applicants had no knowledge of the Foreclosure Action, but the Applicants submit that the Respondents did. Despite this, the Respondents took no steps to avoid the foreclosure and on August 30, 2024, the Willick & Sodom Chargee obtained a Default Judgement for Immediate Foreclosure pursuant to which Chippawa II was ordered to deliver to the Willick & Sodom Chargee direct possession of the Willick & Sodom Property.

ASSIGNMENT OF THE HALTON PARK MORTGAGE

86. While not a party to this action, Halton Park Inc. ("**Halton Park**") is a corporation incorporated pursuant to the laws of the province of Ontario. Until in or about November 15, 2019, Halton Park was the owner of the property (the "**Halton Park Property**") legally referred to as:

> PT LTS 7 & 8, CON 3 ESQ , AS IN 335221, EXCEPT 574487 & 679752 ; S/T EW15614 HALTON HILLS/ESQUESING

87. On or about November 15, 2019, Halton Park sold the Halton Park Property to Milton 525 Holdings Inc., a corporation incorporated pursuant to the laws of the province of Ontario for the total consideration of $13,000,000.00. A portion of the purchase price was paid by way of a vendor take back mortgage in the amount of $7,800,000.00 (the "**Halton Park Mortgage**").

88. The terms of the Halton Park Mortgage were, *inter alia*, as follows:

(a) The principal sum of $7,800,000.00 (the "**Halton Park Principal**"); and

(b) The balance due date of November 4, 2024.

The Highway 27 Property Mortgage

89. On or about April 12, 2024, certain Land Mutual Subsidiary Companies (the "**Highway 27 Chargees**") registered a charge in the amount of $45,000,000.00 as against the Highway 27 Property as instrument number YR3666111 (the "**Highway 27 Mortgage**").

Assignment of the Halton Park Mortgage to First Global

90. On or about April 23, 2024, Halton Park and First Global entered into an assignment agreement (the "**Halton Park Assignment Agreement**") pursuant to which Halton Park irrevocably assigned, conveyed, granted and transferred all of its rights with respect to the Halton Park Mortgage to First Global (the "**Assignment**"), in consideration for which First Global agreed to:

(a) an amendment of the Highway 27 Mortgage increasing of the amount of same from $45,000,000.00 to $52,800,000.00, being an increase of $7,800,000.00 (the "**Highway 27 Mortgage Amendment**"); and

(b) irrevocably agreeing and confirming that Halton Park will be considered an additional joint account holder of the Highway 27 Mortgage, notwithstanding it is not legally registered as a charge under the Highway 27 Mortgage.

91. To facilitate the above, First Global, the Highway 27 Chargees and Mr. Salvatore entered into a Charge Amending Agreement dated April 26, 2024, pursuant to which, *inter alia*:

(a) The principal amount of the Highway 27 Mortgage was amended from $45,000,000.00 to $52,800,000;

(b) Additional language was added under the heading of "Additional Provisions" which provided as follows:

e. Upon the occurrence of a Triggering Event (As that term is defined under the Note), the sum of $7,800,000.00 shall become immediately due and payable on June 14, 2024. Failure to pay this amount on this date, shall constitute a default under this Charge entitling the Chargee to enforce all remedies available under the terms of the Charge.

(c) The parties agreed that Halton Park will be considered an additional joint account holder of the Highway 27 Mortgage, notwithstanding it is not legally registered a charge under the Charge.

92. The Proposed Acquisition of Companies referenced above, is what ultimately became the purchases contemplated by the SPAs.

93. On April 26, 2024, a Transfer of Charge was registered on title for the Halton Park Property as instrument number HR2028433 pursuant to which the Halton Park Mortgage was assigned from Halton Park to First Global.

Assignment of Portions of the Halton Park Mortgage to Third Parties

94. On May 3, 2024, pursuant to the terms of an assignment agreement between First Global and Evangelista Tolfa ("**Ms. Tolfa**"), First Global assigned to Ms. Tolfa $1,100,000.00 of the Halton Park Mortgage in exchange for the payment of $1,000,000.00.

95. On May 13, 2024, pursuant to the terms of an assignment agreement between First Global and Balwinder Cheema ("**Mr. Cheema**"), First Global assigned to Mr. Cheema $275,000.00 of the Halton Park Mortgage in exchange for the payment of $250,000.00.

96. The Applicants have no knowledge as to who Ms. Tolfa or Mr. Cheema and their involvement with the Respondents are, nor do they have any knowledge of the circumstances which led to these individuals paying monies to First Global in exchange for the aforementioned Tolfa Amendment and Cheema Amendment (the "Halton Park Mortgage Amendments").

97. The Applicants believe that assigning portions of the Halton Park Mortgage Amendments to these individuals only serves to ensure that $1,375,000.00 of the Halton Park Principal is not recoverable by the Applicants.

98. The Applicants submit that these actions are in breach of the Respondents' duty of good faith owed to the Applicants.

Assignment of the Halton Park Mortgage to Danny Iandoli

99. On September 20, 2024, First Global registered a Transfer of Charge on title for the Halton Park Property as instrument number HR2058425 pursuant to which the Halton Park Mortgage was assigned to Danny Iandoli ("**Mr. Iandoli**"), a resident of Toronto, Ontario (the "**Mr. Iandoli Assignment**").

100. Pursuant to certain correspondence sent to Mr. Hoffner, it is clear that Mr. Iandoli is connected to First Global, Mr. Salvatore and Ms. Salvatore and consequently were aware of:

(a) the Respondents' obligations to First Global under the Promissory Notes and Pledge Agreement;

(b) that the Respondents owed significant sums of money to the Applicants;

(c) that the Applicants were in a position to enforce the Respondents' obligations against them;

(d) that the Applicants could commence litigation as against the Respondents; and

(e) if the Applicants were successful with their litigation, they would be able to collect monies paid to First Global.

101. The Applicants submit that but for the assignment, the funds payable under the Halton Park Mortgage would have been paid to First Global, and consequently would be in its possession should the Applicants take steps to enforce their rights under the Promissory Notes and/or the Pledge Agreement.

102. The Applicants further submit that in choosing to assign the Halton Park Mortgage from First Global to Mr. Iandoli, First Global had no other purpose but to prevent the Applicants from being able to enforce any judgment they might obtain against First Global against those funds. As such, the Applicants submit that this assignment was conducted with the intention of First Global to defeat, hinder or delay the Applicants of their lawful action, suit, debts, accounts, damages, penalties or forfeitures.

103. The Applicants further submit that Mr. Iandoli, in agreeing to have the Halton Park Mortgage assigned to him, knew, or reasonably ought to have known, that he was interfering with

the Applicants' ability to enforce their claim as against those funds which would have been paid to First Global pursuant to the Halton Park Mortgage. In other words, he knew, or reasonably ought to have known, that he was denying the Applicants the ability to collect almost $7,800,000.00 of funds owing to them.

EXPECTATIONS OF THE APPLICANTS

104. The Applicants reasonably believed and expected, among other things, that:

(a) the Respondents had sufficient financing to complete the transactions outlined in the SPAs and to pay all monies owing with respect to same;

(b) the Respondents would not need to sell the real properties it, directly or indirectly, came to own by way of the SPAs to finance its obligations under same

(c) the Respondents would comply with the terms of the SPAs including, but not limited to, paying all monies owing pursuant to same;

(d) the Respondents would comply with the terms of the Promissory Note, including, but not limited to paying all monies owing pursuant to same by the deadlines contained therein, or in the alternative, by no later than the date agreed to by the parties;

(e) the Respondents would comply with their obligations pursuant to the terms of the Pledge Agreement;

(f) in the case where the Respondents defaulted on any of their obligations under the SPAs and/or the Promissory Notes, that they would immediately take all steps possible to cure any such default;

(g) the Respondents would not take any actions which would interfere with the Applicants' ability to enforce their security under the Collateral Mortgage and/or the Share Pledge;

(h) that until such time as the Respondents paid all monies owing to the Applicants by way of the SPAs and/or the Promissory Notes, they would not take any steps to sell those real properties they had come to control, directly or indirectly, pursuant to the terms of the SPAs;

(i) if it was necessary for the Respondents to sell any of those real properties they had come to control, directly or indirectly, prior to the Applicants being paid in full, which should not have been necessary, the proceeds of the sale of any of those real properties would be directed to the Applicants to the credit of the amounts owing under the SPAs and the Promissory Notes;

(j) until such time as the Respondents paid all monies owing to the Applicants by way of the SPAs and/or Promissory Notes, the Respondents would not transfer or assign any rights belonging to those companies which First Global came to control, directly or indirectly, by way of the TPG Canada SPA to any third party including, but not limited to, companies to which the Respondents, or some or one of them own personally;

(k) Until such time as the Respondents had fulfilled all obligations arising under the SPAs and the Promissory Notes, the Respondents would not take any steps with respect to the assets purchased by way of the SPAs without the knowledge and consent of the Applicants;

(l) Until such time as the Respondent had fulfilled all obligations arising under the SPAs and the Promissory Notes, the Respondents would not misappropriate the proceeds of the sale of any real property which it came to control, directly or indirectly, pursuant to the SPAs;

(m) Until such time as the Respondents had fulfilled all obligations arising under the SPAs and the Promissory Notes, the Respondents would not take any action that would dilute, erode or otherwise affect the value of the assets;

(n) Until such time as the Respondents had fulfilled all obligations arising under the SPAs and the Promissory Notes, they would treat the Applicants fairly and comply with all agreements made between them in good faith;

(o) Until such time as the Respondents had paid all monies owing to the Applicants by way of the SPAs and Promissory Notes, First Global, to the extent it assumed outstanding liabilities by way of the TGP Canada SPA, would ensure the default of such liabilities did not result in the loss of assets belonging to any of those companies which the Respondents controlled, directly or indirectly, by way of the TGP Canada SPA;

(p) The Respondents would fulfil their fiduciary obligations to the Applicants until such time as they had complied with all of their obligations under the SPAs and the Promissory Notes.

105. The Respondents have acted in a manner that is in contravention, and is oppressive to all of the above expectations.

THE APPLICANT'S POSITION ON THE RELIEF SOUGHT

106. Given the above, the Applicants are seeking the following relief:

(a) An injunction restraining the Respondents from dealing with, encumber or clouding title to, or causing another party to deal with, encumber or cloud title to, the real property which the Respondents came to control, directly or indirectly, by way of the SPAs. It is the Applicants' position that the actions of the Respondents to date, heretofore described, demonstrate an intention on the part of the Respondents to conduct a Fraudulent Scheme by which they sell, or otherwise transfer, assets in First Global's direct or indirect control, for the purpose of benefiting themselves and depriving the Applicants.

(b) A court order approving the sale of the London Properties and vesting the London Properties to (i) Farhi Farming Corporation as it relates to 5980 Colonel Talbot APS and 6172 Colonel Talbot APS; and (ii) Farhi Farming Corporation and Farhi Holdings Corporation as it relates to the Wonderland APS, but requiring that the proceeds of these transactions, less any reasonable costs and expenses, be paid to SimpsonWigle LAW LLP in trust, or, alternatively, paid into court. It is the

Applicants' position that while the sale of the London Properties should be permitted to proceed, the Applicants are concerned that if the Respondents, or one of the companies for which it has direct or indirect control, is permitted to receive the proceeds of those sales without restriction it will dispose of same in a manner that prioritizes their interests over those interests of the Applicants who, to date, have yet to receive any of the amounts to be paid under the SPAs and the Promissory Notes.

(c) A court order requiring the Respondents to account for the funds they, or one of the companies for which they have direct or indirect control, received pursuant to the sale of the Highbury Property, or any other property for which they have direct or indirect control as a result of the TGP Canada Transaction, and requiring them to pay to SimpsonWigle LAW in trust any portion of those proceeds remaining in First Global's control. At this point in time, it is not known to the Applicants the quantum of the net proceeds of the sale of the Highbury Property but the Applicants are reasonably concerned, given that no portion of those proceeds have ever been paid to the Applicants to the credit of the amounts owing under the SPAs and Promissory notes, that those net proceeds have ben entirely distributed, or if not, should they not be preserved as outlined above, they will be distributed.

(d) A court order reversing the transfer of Greenvalley's interest in the Highbury Charge to the Respondent Tiberis and directing that any further monies to be paid with respect to the Highbury Charge by ~~Milton 525~~ Dancor to Greenvalley be paid to SimpsonWigle LAW LLP in trust. The Applicants submit that this transfer

served no purpose but to direct funds which should have been payable to a company on which the Applicants could enforce their security under the Pledge Agreement, to a company in the control of the Respondents, thus benefiting the Respondents while depriving the Applicants should it become necessary for them to enforce their security under the Pledge Agreement. To the extent the transfer is reversed as requested by the Applicants, the Applicants will require a further order requiring any funds due and owing by ~~Milton 525~~ Dancor to Greenvalley to be paid to SimpsonWigle LAW LLP in trust in order to avoid such funds being dispersed in a manner which benefits the Respondents at the expense of the Applicants.

(e) A court order reversing the transfer of First Global's interest in the Halton Park Mortgage to the Respondent Mr. Iandoli and directing that any further monies to be paid with respect to the Halton Park Mortgage by Milton 525 to First Global be paid to SimpsonWigle LAW LLP in trust. The Applicants submit that this transfer served no purpose but to direct funds which should have been payable to First Global against which the Applicants could have enforced any judgment obtained in the herein proceedings, to a company in the control of a third party who is directly connected to First Global, Mr. Salvatore and Ms. Salavatore, thus benefiting the Respondents while depriving the Applicants. To the extent the transfer is reversed as requested by the Applicants, the Applicants will require a further order requiring any funds due and owing by Milton 525 to First Global to be paid to SimpsonWigle LAW LLP in trust in order to avoid such funds being dispersed in a manner which benefits the Respondents at the expense of the Applicants.

(f) A court order prohibiting the Respondents from listing, or instructing a party to list, any of the real property which they controls, directly or indirectly, as a result of the transaction contemplated under the SPAs and to the extent such listings already exist, an order requiring that they be removed. It is the Applicants' position that the listing of any of the real property over which the Respondents have gained control of, directly or indirectly, pursuant to the SPAs , only serves to impact the Applicants' ability to deal with same in accordance with the terms of the Pledge Agreement.

(g) A court order requiring the Respondents discharge all Cautions registered against the Encumbered Properties. As outlined above, these Cautions serve no purpose but to interfere with the Applicants' ability to enforce their security under the Pledge Agreement in as much as they might prevent the Applicants from selling properties falling within the definition of Collateral as provided in the Pledge Agreement.

(h) A court order requiring that the listing of any of those real properties for which the Respondents took control, directly or indirectly, by way of the TGP Canada Transaction, be immediately withdrawn and preventing further listings in the future by the Respondents. It is the Applicants' position that the listing of any of these real properties by the Respondents, will only serve to complicate, or otherwise interfere with the Applicants' ability to enforce their security by way of the Pledge Agreement.

(i) A court order permitting the Applicants to enforce their rights under the Pledge Agreement. As outlined above, it is the Applicants' position that First Global has breached the terms of the Promissory Note and consequently the Applicants are permitted to enforce their security thereunder which includes, but is not limited to, enforcing their rights under the Pledge Agreement.

(j) The Respondents have taken steps which serve to benefit Mr. Salvatore and Ms. Salvatore in their personal capacity and consequently the Applicants submit they are permitted to an order piercing the corporate veil.

(k) The Applicants submit that:

(i) They are a complainant under section 248 of the *Business Corporations Act*, R.S.O. 1990, Ch. B-16 (the "*BIA*");

(ii) that the business or affairs of the Respondents, or their affiliates are, have been or are threatened to be carried on or conducted in a manner that is oppressive or unfairly prejudicial to or that unfairly disregards the interests of the Applicants;

(iii) that the powers of the director(s) of First Global, or any of its affiliates, have been or are threatened to be exercised in a manner that is oppressive or unfairly prejudicial to or that unfairly disregards the interests of the Applicants; and

(iv) consequently, in accordance with section 248(3) of the *BIA* the Applicants are entitled to the relief sought herein.

107. Section 248 of the *Business Corporations Act*, R.S.O. 1990, Ch. B-16.

108. Rules 3.02, 14 and 38 of the *Rules of Civil Procedure.*

109. Such further and other grounds as the lawyers may advise.

The following documentary evidence will be used at the hearing of the application: (List the affidavits or other documentary evidence to be relied on.)

(a) The Affidavit of Randy Hoffner sworn October 18, 2024 and the exhibits appended thereto;

(b) The Affidavit of Pauline Hoffner sworn October 18, 2024;

(c) The Affidavit of Tim Shields sworn October 17, 2024;

(d) The Supplemental Affidavit of Randy Hoffner sworn October 24, 2024;

(e) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

(Date of issue)

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Lawyers for the Applicants

TRANS GLOBAL PARTNERS LIMITED et al.
Applicants

-and-

FIRST GLOBAL FINANCIAL CORP. et al.
Respondents

Court File No. CV-24-87580-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
HAMILTON

AMENDED NOTICE OF APPLICATION

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TRANS GLOBAL PARTNERS LIMITED et al.
Applicants

-and-

FIRST GLOBAL FINANCIAL CORP. et al.
Respondents

Court File No. CV-24-00087580-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
HAMILTON

ORDER

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Electronically issued / Délivré par voie électronique : 06-Feb-2025
Toronto Superior Court of Justice / Cour supérieure de justice
Court File No./N° du dossier du greffe : CV-25-00736577-00CL

Court File No.: _____

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

Applicants

- and -

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

Respondents

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

NOTICE OF APPLICATION

TO THE RESPONDENTS:

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

THIS APPLICATION will come on for a hearing

☐ In person

☐ By telephone conference

☒ By video conference

At the following location:

330 University Avenue, Toronto, Ontario, on a date to be set by the registrar.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil*

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Toronto Superior Court of Justice / Cour supérieure de justice

Procedure, serve it on the Applicants' lawyer or, where the Applicants do not have a lawyer, serve it on the Applicants, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

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

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

Date: February __, 2025

Issued by:

Local Registrar

Address of court office: 330 University Avenue, 9th Floor
Toronto, ON M5G 1R7

TO: **THE SERVICE LIST**

Electronically issued / Délivré par voie électronique : 06-Feb-2025
Toronto Superior Court of Justice / Cour supérieure de justice
Court File No./N° du dossier du greffe : CV-25-00736577-00CL

APPLICATION

1. **THE APPLICANTS MAKE AN APPLICATION FOR:**

(a) An order substantially in the form attached as Tab 3 of the Application Record (the "**Receivership Order**") pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C-43, as amended (the "**CJA**"), and Rules 14.05(2) and (3) of the *Rules of Civil Procedure,* R.R.O. 1990, Reg. 194, as amended (the "**Rules of Civil Procedure**"), among other things:

(i) if necessary, abridging the time for and validating the service of this Notice of Application and the Applicants' Application Record and dispensing with further service thereof;

(ii) declaring that Clearview Garden Estates Inc., Talbot Crossing Inc., Niagara Estates of Chippawa II Inc., London Valley Inc., London Valley II Inc., London Valley III Inc., London Valley IV Inc., London Valley V Inc. and Fort Erie Hills Inc. (collectively, the "**Nominee Respondents**") hold the applicable real property legally described in Schedule "A" to the proposed Receivership Order (collectively, the "**Real Property**") in trust for the benefit of the Co-Owners (as defined below), to the extent of each Co-Owner's respective interest;

(iii) appointing KSV Restructuring Inc. ("**KSV**") as receiver and manager (in such capacity, the "**Receiver**") without security, of all of the (A) assets, undertakings and personal property of the Nominee Respondents and

2533430 Ontario Inc. acquired for, or used in relation to a business carried on by the Nominee Respondents (or any of them) and/or 2533430 Ontario Inc. and the proceeds therefrom, including, without limitation, the Real Property and any assets or property held by any of the Nominee Respondents and/or 2533430 Ontario Inc. in trust for any third party (collectively, the "**Nominee Property**"), and (B) Concept Planning Funds (as defined below), Net Income (as defined below, and together with the Concept Planning Funds, the "**Segregated Funds**") and all of the assets, undertakings and personal property of CGE Capital Management Inc., TGP-Talbot Crossing Inc., NEC II Capital Management Inc., LV Capital Management Inc., LV II Capital Management Inc., LV III Capital Management Inc., LV IV Capital Management Inc., LV V Capital Management Inc., and Fort Erie Hills Capital Management Inc. (collectively, the "**Operator Respondents**", and together with the Nominee Respondents and 2533430 Ontario Inc., the "**Respondents**") used in connection with or arising from or out of or which is necessary to access or use the Segregated Funds (collectively with the Nominee Property, the "**Property**");

(iv) granting a first-ranking super-priority charge (the "**Receiver's Charge**") over the Property in favour of the Receiver and the Receiver's counsel to secure their fees and disbursements in respect of these proceedings (these "**Receivership Proceedings**"); and

(v) granting a second-ranking super-priority charge (the "**Receiver's Borrowings Charge**") over the Property for the purpose of funding the exercise of the powers and duties conferred upon the Receiver pursuant to the proposed Receivership Order; and

(b) Such further and other relief as counsel may request and this Honourable Court deems just.

2. **THE GROUNDS FOR THE APPLICATION ARE:**

The Applicants

(a) The Applicants consist of Kobayashi Kyohodo Co., Ltd. (a/k/a Kobayashi Kyohodo K.K./K.K. Kobayashi kyoho dou/K.K. Kobayashi Kyouhou Doh/ K.K Kobayashi kyohodou), a privately held corporation incorporated under the laws of Japan, and four members of the Kobayashi family (collectively, the "**Kobayashi Group**");

The Respondents

(b) The Respondents are privately held special purpose companies incorporated pursuant to the *Business Corporations Act*, R.S.O. 1990, c. B. 16, as amended (the "**OBCA**"). With the exception of 2533430 Ontario Inc., the Respondents were purportedly formed to hold title to, as nominees and bare trustees, or operate, as applicable, various land banking projects in Ontario that involve the Real Property (collectively, the "**Land Banking Projects**");

(c) Each of the Nominee Respondents other than Clearview Garden Estates Inc. and London Valley III Inc. (which have a registered or head office located at 77 City Centre Drive, Unit 602, Mississauga, Ontario, L5B 1M5, Canada), and Niagara Estates of Chippawa II Inc. (which has a registered or head office located at 901 Lawrence Avenue East, Ph5, Toronto, Ontario, M3C 3W2), has a registered or head office located at 50 West Wilmont Street, Suite 100, Richmond Hill, Ontario, L4B 1M5, Canada;

(d) Elena Salvatore ("**Ms. Salvatore**") is the sole director and officer of Niagara Estates of Chippawa II Inc. while Behzad Pilehver ("**Mr. Pilehver**") is the sole director and officer of Talbot Crossing Inc., London Valley Inc., London Valley II Inc., London Valley IV Inc., London Valley V Inc. and Fort Erie Hills Inc. Randy Hoffner ("**Mr. Hoffner**") was previously the director and officer of each of the Nominee Respondents and remains the director and officer of Clearview Garden Estates Inc. and London Valley III Inc.;

(e) Each of the Operator Respondents and 2533430 Ontario Inc. has a registered or head office located at 77 City Centre Drive, Unit 602, Mississauga, Ontario, L5B 1M5, Canada. Mr. Hoffner is the sole director and officer of each of the Respondents, except for LV Capital Management Inc. (of which Timothy Shields ("**Mr. Shields**") is the sole director and officer) and 2533430 Ontario Inc. (of which Akiko Kobayashi and K.K. Kobayashi Kyouhou Doh are the directors);

The TSI/TGP Group

(f) Until recently, the Respondents, other than 2533430 Ontario Inc., were indirect subsidiaries of Trans Global Partners Limited ("**TGP**"). TGP is a corporation existing under the special administrative region of Hong Kong, of which Mr. Hoffner is a director;

(g) On or about June 4, 2024, the Respondents, other than 2533430 Ontario Inc., were indirectly acquired by First Global Financial Corp. ("**First Global**"). First Global is a corporation incorporated under the OBCA, with a registered or head office located at 801 Lawrence Avenue East, Ph5, Toronto, Ontario, M3C 3W2. Ms. Salvatore is the sole director and officer of First Global;

The Real Property, the Land Banking Projects and the Kobayashi Group's Investments Therein

(h) The Nominee Respondents and 2533430 Ontario Inc. are the registered owners of the Real Property;

(i) The Real Property and the Land Banking Projects, certain of which are no longer owned by the Respondents, consist of the following:

(i) a property located at 5980 Colonel Talbot Road, London, Ontario (the "**TCX Project**"), which is owned by Talbot Crossing Inc.;

(ii) a property located at 5318 Colonel Talbot Road, London, Ontario (the "**LV Project**"), which is owned by London Valley Inc.;

(iii) a property located at 6172 Colonel Talbot Road, London, Ontario (the "**LV II Project**"), which is owned by London Valley II Inc.;

(iv) a property located immediately adjacent to the LV III Project (as defined below) in London, Ontario, which is owned by 2533430 Ontario Inc.;

(v) a property located at 6211 Colonel Talbot Road, London, Ontario (the "**LV IV Project**"), which is owned by London Valley IV Inc.;

(vi) a property located at Wonderland Road. S, London, Ontario (the "**LV V Project**"), which is owned by London Valley V Inc.;

(vii) a property located at 6237 27/28 Side Road Nottawasaga, Clearview, Ontario (the "**CGE Project**"), which was previously owned by Clearview Garden Estates Inc.;

(viii) a property located at 5559 Sodom Road, Niagara Falls, Ontario (the "**NEC Project**"), which was previously owned by Niagara Estates of Chippawa II Inc.;

(ix) a property located at 6188 Colonel Talbot Road, London, Ontario (the "**LV III Project**"), which was previously owned by 2533430 Ontario Inc.; and

(x) a property located at 87 Crooks Street & 0 Thompson Road ES, Fort Erie, Ontario (the "**FEH Project**"), which was previously owned by Fort Erie Hills Inc.;

(j) The Applicants and the other members of the Kobayashi Group are major stakeholders of the Respondents and beneficial owners of the Real Property. Indeed, between 2012 and 2016, the Kobayashi Group invested or were caused to invest in excess of $21 million in the Real Property and the Land Banking Projects, approximately $14 million of which was invested by the Applicants, or caused to be invested on, or purportedly on, their behalf;[1]

(k) As a result of its substantial investments, the Kobayashi Group acquired or were caused to acquire fractional undivided beneficial interests in each of the Land Banking Projects ranging between approximately 3%-72% pursuant to agreements of sale and purchase, among the applicable member of the Kobayashi Group, as purchaser, Nominee Respondent, as nominee, and affiliate of such Nominee Respondent, as vendor (collectively, the "**Sale Agreements**");

(l) Each of the Sale Agreements was accompanied by a co-owners agreement (collectively, the "**Co-Owners Agreements**") among the applicable member of the Kobayashi Group, as purchaser, Nominee Respondent, as nominee, Operator Respondent, as operator, and affiliate of such Nominee Respondent and Operator Respondent, as vendor;

(m) Principally, the Co-Owners Agreements govern the ownership of the undivided beneficial interests in the applicable Real Property, any sale, financing and/or development of such Real Property, the obligations and powers of the applicable

[1] Certain of the Applicants' investments were inherited following the death of another member of the Kobayashi Group.

Operator Respondent, and the distribution of any net proceeds or income derived from such Real Property;

(n) The Co-Owners Agreements provide for the delivery of a declaration of trust or certificate of interest to each applicable Co-Owner, wherein the applicable Nominee Respondent declared or acknowledged, as applicable, that it holds title to the applicable Land Banking Project as nominee and bare trustee for and on behalf of such Co-Owner to the extent of such Co-Owner's interest;

(o) The Co-Owners Agreements prohibit, absent a written resolution from the Co-Owners holding, in aggregate, not less than 51% of the interests in relevant Land Banking Project, the applicable Operator Respondent from exercising certain powers, including approving the sale or exchange of all or any part of, or a plan to develop, the applicable Land Banking Project;

(p) Notwithstanding the terms of the Co-Owners Agreements and the rights and interests of the Co-Owners in respect of the Real Property and the Land Banking Projects, the Respondents and their present and former principals, as detailed in part below, have, by neglect and potentially, by design, allowed the Real Property to be lost to creditor enforcement efforts, inappropriately transferred, encumbered and/or sold;

(q) What remains of the Real Property and the Land Banking Projects, as discussed below, is, in part, ensnared in an application commenced under section 248 of the OBCA (the "**Hamilton Proceedings**") by TGP, Mr. Hoffner and Mr. Hoffner's spouse, Pauline Hoffner (collectively, the "**Hamilton Applicants**") against First

Global, Ms. Salvatore, Vincent Salvatore ("**Mr. Salvatore**") and Tiberis Capital Corp. (collectively, the "**Hamilton Respondents**"), alleging, among other things, oppression and the perpetration of a fraudulent scheme;

(r) In the Hamilton Proceedings, the Hamilton Applicants seek (i) the sale of the TCX Project, the LV II Project and the LV V Project pursuant to sale agreements that have not been approved by the applicable Co-Owners and in which members of the Kobayashi Group, according to the Respondents' and TGP's records, collectively own 61%, 42% and 59% of the beneficial interest, respectively, and (ii) the distribution of the proceeds of such sales to the Hamilton Applicants, in flagrant disregard of the interest of the Co-Owners and the terms of the applicable Co-Owners Agreements;

(s) As discussed below, the proposed Receiver's appointment over what remains of the Land Banking Projects and the Respondents' assets, including the Real Property entangled in the Hamilton Proceedings, is necessary to protect the interests of the Applicants, the other members of the Kobayashi Group and the other Co-Owners, and protect, monetize and maximize the value of the Property for all stakeholders;

The Sale and Loss of the CGE Project Without Notice or a Distribution of Proceeds

(t) On October 8, 2021, the CGE Project was transferred to CBJ – Clearview Garden Estates Inc., a corporation incorporated under the OBCA of which Christopher Agagnier and Jeffrey Burrell ("**Mr. Burrell**") are directors, for a reported purchase price of $15 million;

(u) Approximately $13 million of the purchase price for the CGE Project was paid by way of a subordinated vendor take-back mortgage (the "**Clearview VTB Charge**"). A $6 million priority mortgage/charge was also registered on title to the CGE Project on the date of the transfer in favour of 1180554 Ontario Limited ("**118**");

(v) On January 26, 2024, 118 obtained an order from this Court appointing TDB Restructuring Limited (f/k/a RSM Canada Limited) ("**TDB Restructuring**") as receiver and manager of all of the assets, undertakings and properties of CBJ – Clearview Garden Estates Inc., CBJ Bridle Park II Inc. and CBJ Developments Inc. (the "**CBJ – CGE Receivership Proceedings**");

(w) On April 12, 2024, Clearview Garden Estates Inc. transferred the Clearview VTB Charge to First Global for $2.00. The CGE Project was subsequently sold to 118 pursuant to a credit bid;

(x) Contrary to the applicable Co-Owners Agreement, the Applicants were not provided with advance notice of the sale of the CGE Project to CBJ – Clearview Garden Estates Inc., the Clearview VTB Charge or the CBJ – CGE Receivership Proceedings. Moreover, the Applicants did not receive any proceeds of the purchase price for the CGE Project or from the transfer of the Clearview VTB Charge;

The Sale and Loss of the FEH Project Without Notice or a Distribution of Proceeds

(y) On November 1, 2021, the FEH Project was sold to CBJ – Fort Erie Hills Inc., a corporation incorporated pursuant to the OBCA of which Ms. Salvatore and Mr.

Salvatore are currently the directors and officers and Mr. Burrell was previously a director, for a reported purchase price of $15.95 million;

(z) Approximately $13.1 million of the purchase price for the FEH Project was paid by way of a subordinated vendor take-back mortgage (the "**FEH VTB Charge**"). Mortgages/charges in favour of Mr. Burrell and Salvatore Romeo ("**Mr. Romeo**") in the amounts of $1,053,000 and $620,000, respectively, were also registered against the FEH Project on the date of the transfer;

(aa) The FEH VTB Charge and mortgages/charges in favour of Messrs. Burrell and Romeo were postponed to a mortgage/charge in favour of 2703738 Ontario Limited (the "**270**") in the amount of $2.5 million and thereafter, discharged when a mortgage/charge in the amount of $8 million in favour of Hillmount Capital Mortgage Holdings Inc. ("**Hillmount**") was registered against the FEH Project;

(bb) On October 29, 2024, 1001045239 Ontario Inc. (the "**Salvatore Numbered Co.**"), a corporation incorporated pursuant to the OBCA just four days prior thereto, of which Mr. Salvatore is the sole director, registered a mortgage/charge in the amount of $49 million against the FEH Project;

(cc) On December 19, 2024, Hillmount obtained an order from this Court appointing TDB Restructuring as receiver and manager of all of the assets, undertakings and properties of CBJ – Fort Erie Hills Inc. (the "**CBJ – FEH Receivership Proceedings**");

(dd) Contrary to the applicable Co-Owners Agreement, the Applicants were not provided with advance notice of the sale of the FEH Project to CBJ – Fort Erie Hills Inc., the FEH VTB Charge, the CBJ – FEH Receivership Proceedings, or the mortgages/charges registered in favour of Messrs. Burrell and Romeo, 270, Hillmount or the Salvatore Numbered Co. Further, the Applicants did not receive any proceeds of the purchase price for the FEH Project or from the FEH VTB Charge;

The Encumbrance and Loss of the NEC Project

(ee) On April 19, 2023, a mortgage/charge was registered against the NEC Project in favour of 2229815 Ontario Ltd. ("**222**") in the amount of $5.25 million. On August 30, 2024, 222 obtained an order for default judgement for immediate foreclosure from the Ontario Superior Court of Justice (the "**Foreclosure**");

(ff) The Applicants were not provided with advance notice of the mortgage/charge registered in favour of 222 or the Foreclosure;

The Encumbrance of the LV IV Project

(gg) On December 6, 2023, Olympia Trust Company registered a collateral mortgage in the amount of $700,000 against the LV IV Project to secure a mortgage loan principally registered against a property located at 601 Maplehurst Ave, Oakville, Ontario, of which Mr. Hoffner is the registered owner. Such property is currently listed for sale;

(hh) The Applicants were not provided with advance notice of the mortgage/charge registered in favour of Olympia Trust Company and are not aware of any basis upon which the LV IV Project ought to have been used as collateral to secure financing for Mr. Hoffner's residential property;

The Titan Shield Acquisition and the Respondents' Change of Control

(ii) On or about June 4, 2024, First Global acquired all of the shares in the capital of Titan Shield Inc., a corporation incorporated under the OBCA of which Messrs. Shields and Pilehver are directors, pursuant to a share purchase agreement (the "**Titan Shield SPA**") among, *inter alios*, TGP Canada Management Inc., a corporation incorporated under the OBCA of which Mr. Pilehver is currently, and Mr. Hoffner was previously, a director, as vendor, First Global, as purchaser, Titan Shield Inc. and TGP;

(jj) Under the transaction contemplated by the Titan Shield SPA (the "**Titan Shield Acquisition**"), First Global was to become the indirect owner of each of the Respondents;

(kk) Following the Titan Shield Acquisition, the Applicants were provided with written notice from TSI Global Co., Ltd., an affiliate of TGP, that the "TGP Group was to be absorbed into First [Financial] Group" and "the co-owners' interests in land and real estate are segregated and protected indivisibly, regardless of the management of the TGP Group";

Attempts to sell the TCX Project, the LV II Project and the LV V Project

(ll) On July 30, 2024, Talbot Crossing Inc., London Valley II Inc., and London Valley V Inc., in each case, as vendor, entered into a separate agreement of purchase and sale dated July 30, 2024 (collectively, the "**Outstanding APSs**"), with Clawson Group Inc., as assigned to Farhi Holdings Corporation and Farhi Farming Corporation, for the purchase of the TCX Project, the LV II Project and the LV V Project, respectively;

(mm) According to the Respondents' and TGP's records, the Kobayashi Group owns approximately 61%, 42% and 59% of the beneficial interests in the TCX Project, the LV II Project and the LV V Project, respectively. Nonetheless, the Applicants, and to the Applicants' knowledge, the Kobayashi Group, were not provided with notice of the Outstanding APSs or an opportunity to vote in respect of a resolution approving such sale transactions (collectively, the "**Proposed Sale Transactions**"), contrary to the applicable Co-Owners Agreements;

(nn) Given the terms of the applicable Co-Owners Agreements, the Proposed Sale Transactions in respect of the TCX Project and LV V Project cannot be approved absent the Kobayashi Group's consent;

The Hamilton Proceedings and Allegations of a Fraudulent Scheme

(oo) On October 18, 2024, the Hamilton Applicants filed a Notice of Application with the Ontario Superior Court of Justice pursuant to section 248 of the OBCA against the Hamilton Respondents, for an order, among other things:

(i) awarding damages payable to the Hamilton Applicants in the amount of $12,444,121.92;

(ii) approving the Outstanding APSs and compelling the disgorgement of the net proceeds of the Proposed Transactions to the Hamilton Applicants; and

(iii) compelling the Hamilton Respondents to disclose the particulars of all sales of properties owned by First Global or companies that it came to control, directly or indirectly, pursuant to the Titan Shield Acquisition;

(pp) The Hamilton Proceedings were commenced by the Hamilton Applicants following several alleged defaults under three promissory notes issued in connection with the Titan Sheild SPA and three other share purchase agreements (collectively with the Titan Shield SPA, the "**Share Purchase Agreements**") related to the Titan Shield Acquisition;

(qq) Notwithstanding their alleged defaults, the Hamilton Applicants have asserted that the Hamilton Respondents took action to monetize, dissipate and/or encumber the assets acquired pursuant to the Share Purchase Agreements while failing to satisfy their assumed obligations in furtherance of a fraudulent scheme, including by:

(i) commencing a "fire sale of certain real properties" by entering into the Outstanding APSs, and listing the NEC Project, the LV Project, the LV IV Project and the FEH Project on MLS for sale (and subsequently removing such listings);

(ii) assigning "receivables which are properly directed to certain Subsidiary Companies" to companies owned by the Hamilton Respondents;

(iii) failing to comply with their assumed obligations, including by permitting Niagara Estates of Chippawa II Inc. to remain in default under the mortgage/charge registered by 222 despite having received a notice of sale (ultimately resulting in the Foreclosure); and

(iv) encumbering "real properties owned by the Subsidiary Companies" to prohibit the Hamilton Applicants from enforcing their security in certain pledged shares;

(rr) Following the commencement of the Hamilton Proceedings, the Salvatore Numbered Co. registered a blanket mortgage/charge in the amount of $110 million against the TCX Project and the LV V Project and a $49 million mortgage/charge against the FEH Project;

(ss) On October 31, 2024, the Ontario Superior Court of Justice granted an order in the Hamilton Proceedings (the "**First Global Injunction**"), among other things, temporarily restraining the Hamilton Respondents from, directly or indirectly, selling, removing, dissipating, alienating, transferring, assigning, encumbering or dealing with their assets or the assets of any companies which they came to control pursuant to the Titan Shield Acquisition, approving the Outstanding APSs, and directing the purchaser under the Outstanding APSs to pay the proceeds of sale to the Hamilton Applicants' counsel, in trust;

(tt) Remarkably, the Hamilton Applicants did not oppose the Outstanding APSs' approval, provided the proceeds arising therefrom were disgorged to them, and made no reference to the fact that the TCX Project, the LV II Project and the LV V Project were acquired using monies from, and are held in trust for, the applicable Co-Owners, the obligation to seek the applicable Co-Owners' approval of the Proposed Transactions, or the Co-Owners' interests in the proceeds of the Proposed Transactions;

(uu) The First Global Injunction was subsequently extended and remains in effect as of the date hereof;

Notice of the Hamilton Proceedings and Other Concerning Events

(vv) Despite their significant economic and ownership interests in the TCX Project, the LV II Project and the LV V Project, the Applicants were not provided with notice of the Hamilton Proceedings by the Respondents, the Hamilton Applicants or the Hamilton Respondents. Rather, the Applicants were first apprised of the Hamilton Proceedings by way of letter dated November 4, 2024, delivered by Mr. Pilehver to the Co-Owners (the "**November 4 Letter**");

(ww) The November 4 Letter advised of various unauthorized actions, including the Outstanding APSs arranged by First Global in breach of the Co-Owners Agreements and violations of the *Ontario Securities Act*, R.S.O. 1990, c. S. 5, as amended, and the failure of First Global to meet its obligations that placed the Co-Owners' investments at immediate risk;

The Receiver's Appointment is Urgently Required and Appropriate in the Circumstances

(xx) The Applicants have lost all confidence in the Respondents' management to comply with the Respondents' obligations under the Co-Owners Agreements or remedy the breaches thereunder, protect, manage and operate the Property in good faith and with a view to the best interests of the Co-Owners, advance any value accretive planning or development activities and solicit interest in potential value maximizing sale transactions for the Co-Owners' consideration and approval;

(yy) The Respondents' and their present and former principals' conduct, the breaches of the Co-Ownership Agreements, the Applicants' and the other members of the Kobayashi Group's substantial ownership interests in the Real Property, the deadlock created by, and material omissions in, the Hamilton Proceedings, and the number of Land Banking Projects, creditors and Co-Owners involved, demand that the Respondents and the Property be subject to the appointment of the proposed Receiver on an urgent basis. Such appointment is not only just and convenient but, necessary in the circumstances;

(zz) If the Receiver is appointed on the terms of the proposed Receivership Order, these Receivership Proceedings will provide the stability, structure and supervision required to identify, collect, preserve, protect and maximize the value of the Property. Moreover, these Receivership Proceedings will provide the most effective and appropriate means of:

(i) safeguarding the rights and interests of the Co-Owners and preventing any further irreversible prejudice to such Co-Owners;

(ii) identifying and securing any and all monies remaining in each concept planning fund (collectively, the "**Concept Planning Funds**") and income derived in any way from the ownership, operation, use, leasing, financing, refinancing, sale, development, and/or any other dealing with the Property or any part thereof, less all proper expenses and charges incurred in connection therewith (collectively, the "**Net Income**");

(iii) evaluating the Outstanding APSs and the Proposed Sale Transactions;

(iv) accessing value-maximizing remedies not currently available to the Respondents, including, the sale of the Property free and clear of claims and encumbrances;

(v) effecting an orderly, efficient and transparent sale of the Property, with a view to maximizing recoveries for, and distributing funds to, the Respondents' stakeholders, including the Co-Owners, in accordance with their respective priorities and entitlements;

(vi) reviewing and reporting to this Court on all payments, receipts, disbursements, accounts payable, conveyances, transfers, preferences, transactions and other arrangements between or among any of the Respondents and other persons, including other companies and entities that are affiliates of any of the Respondents, that appear to the Receiver to be out of the ordinary course of business; and

(vii) undertaking any investigations the Receiver deems appropriate with respect to the location and/or disposition of assets reasonably believed to be, or to have been, Property, and any ownership interest, claim, lien, charge, security interest or encumbrance asserted, filed or registered, as applicable, against the Property or any part thereof;

(aaa) The proposed Receiver, KSV, is a "licensed trustee" as such term is defined under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"), is qualified to act as the Receiver and has consented to act in such capacity if so appointed;

(bbb) The secured creditors who may be affected by the granting of the proposed Receiver's Charge and the Receiver's Borrowings Charge will be served with the Application Record;

These Receivership Proceedings are Properly Commenced on the Commercial List

(ccc) The within application for declaratory relief and the appointment of the proposed Receiver is a matter eligible and appropriate for the Commercial List in the Toronto Region;

(ddd) Other than 2533430 Ontario Inc., the Respondents are special purpose companies incorporated pursuant to the OBCA for the purposes of holding title to, as nominees and bare trustees, or operating, as applicable, the Land Banking Projects located in various regions in Ontario.[2] While the Respondents have registered or head offices

[2] The directors of 2533430 Ontario Inc. are Applicants in these proceedings and consent to its inclusion in the within application.

located in Mississauga, Toronto or Richmond Hill, as applicable, they are each ultimately controlled by First Global (except for 2533430 Ontario Inc.), which has a registered or head office in Toronto;

(eee) The CBJ – CGE Receivership Proceedings and the CBJ – FEH Receivership Proceedings (together, the "**Related Proceedings**"), involving certain of the Land Banking Projects and similar stakeholders, in which the proposed Receiver may participate or seek relief, are already before, and familiar to, the Commercial List;

(fff) Having regard to the location of the registered or head office from which the Respondents are controlled, the Commercial List's familiarity with the Related Proceedings, the substantial number of stakeholders and parties that may be impacted by or participate in these Receivership Proceedings, the geographic reach of the Real Property and the Co-Owners, and the magnitude of the Co-Owners' investments, the Commercial List is best positioned to hear the within application;

Other Grounds

(ggg) Sections 101 and 106 of the CJA;

(hhh) Subsections 14.06(1.1)(b) and (c), 31(1) and 243(2)(b)(ii) of the BIA;

(iii) Rules 1.04, 1.05, 2.01, 2.03, 3.02, 14.05(2), 14.05(3), 16, 38 and 39 of the Rules of Civil Procedure; and

(jjj) Such further and other grounds as counsel may advise and this Honourable Court may permit.

3. **THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the Application:

(a) The affidavit of Akiko Kobayashi to be sworn, and the exhibits thereto;

(b) The consent of KSV to act as the Receiver; and

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

February 6, 2025

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Lawyers for the Applicants

Electronically issued / Délivré par voie électronique : 06-Feb-2025
Toronto Superior Court of Justice / Cour supérieure de justice

Court File No./N° du dossier du greffe : CV-25-00736577-00CL

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

MIZUE FUKIAGE, AKIKO KOBAYASHI, YOSHIKI FUKIAGE, KOBAYASHI KYOHODO CO., LTD. AND TORU FUKIAGE	and	**CLEARVIEW GARDEN ESTATES INC., TALBOT CROSSING INC., NIAGARA ESTATES OF CHIPPAWA II INC., LONDON VALLEY INC., LONDON VALLEY II INC., LONDON VALLEY III INC., LONDON VALLEY IV INC., LONDON VALLEY V INC., FORT ERIE HILLS INC., 2533430 ONTARIO INC., CGE CAPITAL MANAGEMENT INC., TGP-TALBOT CROSSING INC., NEC II CAPITAL MANAGEMENT INC., LV CAPITAL MANAGEMENT INC., LV II CAPITAL MANAGEMENT INC., LV III CAPITAL MANAGEMENT INC., LV IV CAPITAL MANAGEMENT INC., LV V CAPITAL MANAGEMENT INC. AND FORT ERIE HILLS CAPITAL MANAGEMENT INC.**
Applicants		Respondents

Court File No.: _____

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced in Toronto

NOTICE OF APPLICATION

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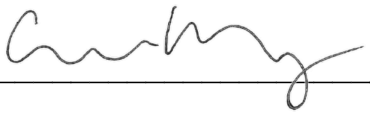
Lawyers for the Applicants

This is **Exhibit "G"** referred to in the

Affidavit of Lorraine Klemens

Sworn before me, this 28th day of February, 2025



CLARE PATRICIA MURRAY

A Commissioner, etc., Province of Ontario, while a Student-at-Law.

Expires April 27, 2026.

MCKENZIE LAKE

LAWYERS

Please send reply to: William Fawcett
william.fawcett@mckenzielake.com
Telephone: 519.672.5666 Ext. 7310
Our File No. 122638

February 26, 2025

Sent by E-mail

Brar Tamber Rigby Badham
Attn: David Badham (dbadham@btrlaw.ca)
The Galleries
25 Morrow Avenue, Suite 100
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AMS Mangat Law
Attn: Sajid Mahmood (sajid@amslegal.ca)
777 Weston Road, Unit 274
Vaughan, ON L4L 0G9

RE/MAX West Realty Inc., Brokerage
Attn: Jason
Colatosti(jcolatosti@remaxwest.com)
1678 Bloor Street West
Toronto, ON M6P 1A9

Dear all:

Re: Purchase of 5318 Colonel Talbot Road by Steve Copp (assigned to Copperstone Farms Inc.) from London Valley Inc. and 0 Dingman Drive by Copperstone Farms Inc. Greenvalley Estates II Inc.

We are counsel to Steve Copp and Copperstone Farms Inc. with respect to this matter.

On January 29, 2025, Steve Copp entered into an agreement of purchase and sale to purchase 5318 Colonel Talbot Rd., London, Ontario from London Valley Inc. (**"London Valley"**). In connection with this agreement of purchase and sale, he provided a deposit in the amount of $100,000 to RE/Max West Realty Inc., Brokerage. Marie Canonaco was the RE/Max agent acting on behalf of London Valley.

On February 18, 2025, Mr. Copp assigned his interest in this agreement of purchase and sale to Copperstone Farms Inc., a corporation he caused to be incorporated for the purpose of holding this property and the property described in the following paragraph.

On February 7, 2025, Copperstone Farms Inc. entered into an agreement of purchase and sale to purchase property located on Dingman Drive, London, Ontario legally described as PART SOUTH ½ LOT 12 CONCESSION 3 AS IN 297548; EXCEPT PART 1, 33R-2988; SUBJECT TO WU39775, WU53166, 604919 LONDON/WESTMINSTER "DESCRIPTION AMENDED

2009/02/26, RE EXCEPT, M. VINER". The vendor was Greenvalley Estates II. Inc. (**"Greenvalley"**). In connection with this agreement of purchase and sale, Copperstone Farms Inc. provided a further $100,000 deposit to RE/Max West Inc., Brokerage. Marie Canonaco was the RE/Max agent acting on behalf of Greenvalley.

Both agreements of purchase and sale were executed by Ben Pilehvar on behalf of the London Valley and Greenvalley respectively.

Our clients have since learned that Mr. Pilehvar had no authority to bind either corporation.

As attested to in Mr. Pilehvar's affidavit of November 18, 2024, both London Valley and Greenvalley are ultimately controlled, through a series of subsidiaries, by Titan Shield Inc., and this corporation was wholly acquired by First Global Financial Corp. on June 4, 2024.

The sole director of First Global Financial Corp. is Elena Salvatore.

As further attested to in Mr. Pilehvar's affidavit of November 18, 2024, London Valley and Greenvalley are directly controlled by Land Mutual Inc. As indicated in the corporate profile report at exhibit "C" to Mr. Pilehvar's affidavit, Ms. Salvatore was appointed as the sole director of Land Mutual Inc. on June 6, 2024.

The corporate profile report for London Valley indicates that Mr. Pilehvar was ostensibly registered with the Ministry of Public and Business Service delivery as a director of London Valley on September 11, 2024. It is unclear to us the means by which Mr. Pilehvar carried out this registration. However, at the time in question, London Valley was wholly controlled by Land Mutual Inc., whose sole director was Ms. Salvatore. Ms. Salvatore has confirmed, through counsel, that Mr. Pilehvar did not have, and does not have now, the authority to control London Valley.

The corporate profile report for Greenvalley indicates that its sole director is Ms. Salvatore, and Mr. Pilehvar is not identified as holding any director or officer's position with this corporation. Moreover, Ms. Salvatore has confirmed, through counsel, that Mr. Pilehvar did not have, and does not have now, the authority to control Greenvalley.

In light of the above, Mr. Pilehvar had no authority to enter into the agreements of purchase and sale on behalf of either corporation on January 29, 2025 and February 7, 2025. Both agreements are clearly void.

In addition, both properties are subject to the Order of Justice MacNeil made October 31, 2024 in the Ontario Superior Court of Justice at Hamilton action CV-00087580-0000. That Order prohibits anyone who has notice of that Order from selling any properties controlled indirectly by Titan Shield Inc. through its subsidiaries without the consent of Trans Global Partners Limited, Randy Hoffner, and Pauline Hoffner. A copy of this Order is attached as exhibit "A" to Mr. Pilehvar's November 18, 2024 affidavit. He clearly is a person with notice of the Order.

We are informed through their counsel, Kevin Mitchell, that at no time did Trans Global Partners Limited, Randy Hoffner, and Pauline Hoffner consent to the sale of either of the two properties in question. Not only was Mr. Pilehvar attempting to sell properties over which he had not control, he was doing so in flagrant violation of Justice MacNeil's Order.

In light of the above, our clients are entitled to the return of their two deposits totalling $200,000 that are currently held by RE/Max West Inc., Brokerage.

We are left to sort out, ideally in the most efficient way possible, the mess created by Mr. Pilehvar in attempting to act on behalf of corporations he did not control to sell properties whose sales were prohibited by court order.

Mr. Badham, as counsel for Ms. Salvatore, would you please advise if she will execute, on behalf of London Valley and Greenvalley, all necessary documents to direct RE/Max West Inc., Brokerage to return these funds to our clients?

Mr. Colatosti, we are informed that you are Broker of Record for RE/Max West Realty Inc., Brokerage. Would you, or the brokerage's counsel, please advise if RE/Max West Realty Inc., Brokerage will accept documents executed by Ms. Salvatore on behalf of London Valley and Greenvalley for the purpose of returning these funds to our clients, or if it would require additional assurances?

Mr. Mahmood, as counsel for Mr. Pilehvar, would you please advise if your client will confirm to RE/Max West Realty Inc., Brokerage that he has no claim to the two deposits and consent to their return to our clients?

We look forward to hearing from each of you.

Yours truly,

William Fawcett

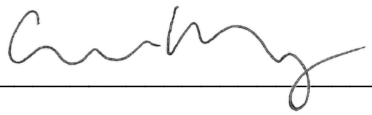
William Fawcett
WF

c. Timothy Dunn (Blaney McMurtry), Kevin Mitchell (Simpson Wigle), Amanda McLachlan (Bennett Jones), Mike Shakra (Bennett Jones)

This is **Exhibit "H"** referred to in the

Affidavit of Lorraine Klemens

Sworn before me, this 28th day of February, 2025



CLARE PATRICIA MURRAY

A Commissioner, etc., Province of Ontario, while a Student-at-Law.

Expires April 27, 2026.

From: Mike Shakra
To: William Fawcett (McKenzie Lake Lawyers)
Cc: Beth Mullin (McKenzie Lake Lawyers); Amanda McLachlan; Joshua Foster
Subject: RE: 5318 Colonel Talbot Road, London, Ontario [IMAN-CLIENT.FID938759]
Date: Friday, February 21, 2025 1:32:55 PM
Attachments: image002.png
image001.png
ER1614927 - transfer.pdf

Will:

Capitalized terms in this email not otherwise defined have the meaning ascribed to them in the NoA.

Earlier this morning we became aware of the sale of 6211 Colonel Talbot Road (referred to as the LV IV Project in the NoA) (the "**LV IV Transaction**") by London Valley IV Inc. to Titan Lands Inc. ("**Titan**"), who was represented by your firm according to the attached transfer instrument.

Collectively, the Applicants and the Kobayashi Group hold a 370/512th (approximately 72%) undivided beneficial interest in the LV IV Project. Consent from the Co-Owners holding, in aggregate, not less than 51% of the interest in the LV IV Project was required to proceed with the LV IV Transaction pursuant to the terms of the applicable Co-Owners Agreement. Such consent was not obtained from the Kobayashi Group, nor was the Kobayashi Group made aware of the sale transaction.

For the reasons set out in my prior email below, LV IV Transaction also contravened the First Global Injunction.

We understand that Steven Copp was providing instructions to you on behalf of Titan in connection with the LV IV Transaction. Please advise whether any other individuals provided instructions to you in connection with the LV IV Transaction and of any affiliation that you are aware of between Mr. Copp or Titan and Titan Shield Inc., Trillium Shield Inc., TSI Group of Companies Inc., First Global, Vincent Salvatore, Elena Salvatore, Tiberis Capital Corp., TGP Canada Management Inc., 2630306 Ontario Inc. o/a Paybank Financial or Behzad Pilehver.

Please also advise to whom the proceeds of sale from the LV IV Transaction were paid and provide recipient account particulars. To the extent your firm is still holding any funds related to the LV IV Transaction, in accordance with the First Global Injunction, such funds should not be disbursed to any party, subject to further order of the Ontario Superior Court of Justice.

Similar to London Valley Inc., to the extent a receiver is appointed over London Valley IV Inc. on March 13, it is expected to, among other things, review, and if necessary, impugn and reverse, any fraudulent or preference transactions, conveyances or transfers authorized by the Respondents prior to the granting of the Receivership Order. The Applicants reserve all of

their rights and remedies in the circumstances.

Bennett Jones can make itself available later this afternoon for a call if necessary.

Best,

Mike

Mike Shakra
Partner,* Bennett Jones LLP
*Denotes Professional Corporation
3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4
T. 416 777 6236 | F. 416 863 1716 | M. 647 262 7741
BennettJones.com

Bennett Jones

From: Mike Shakra
Sent: Thursday, February 20, 2025 5:45 PM
To: William Fawcett (McKenzie Lake Lawyers) <william.fawcett@mckenzielake.com>
Cc: Beth Mullin (McKenzie Lake Lawyers) <beth.mullin@mckenzielake.com>; Amanda McLachlan <McLachlanA@bennettjones.com>; Joshua Foster <FosterJ@bennettjones.com>
Subject: RE: 5318 Colonel Talbot Road, London, Ontario [IMAN-CLIENT.FID938759]

Hi Will:

Thanks for the call this afternoon. All capitalized terms in this email that are not otherwise defined have the meaning ascribed to them in the attached Notice of Application (the "NoA").

As discussed, Bennett Jones represents the Applicants, which are members of the broader Kobayashi Group.

Collectively, the Applicants and the Kobayashi Group hold a 45/578th (approximately 8%) undivided beneficial interest in 5318 Colonel Talbot Road (referred to as the LV Project in the NoA).

Mr. Pilehvar does not represent or have the authority to provide instructions on behalf of the Kobayashi Group. We do not know whether he has the requisite authority to represent the interests or provide instructions on behalf of the other Co-Owners of the LV Project.

Consent for a sale of the LV Project was not obtained from the Kobayashi Group, nor was the Kobayashi Group made aware of any pending sale transaction. We do not know whether consent was obtained from other Co-Owners or whether other Co-Owners have been made aware of the pending sale. Consent from the Co-Owners holding, in aggregate, not less than 51% of the interest in the LV Project is required to proceed with any sale transaction pursuant

to the terms of the applicable Co-Owners Agreement.

Pursuant to an Order dated October 31, 2024, issued in the Hamilton Proceedings (the First Global Injunction), Mr. Pilehvar is restrained, without the consent of the Applicants in the Hamilton Proceedings, from selling or listing for sale the LV Project. A copy of the First Global Injunction is attached. In particular, we draw your attention to paragraph 5 of the First Global Injunction, which provides in part:

> 5. THIS COURT ORDERS until a final disposition of these proceedings the Respondents First Global Financial Corp., Elena Salvatore, Vincent Salvatore, and Tiberis Capital Corp, together with any employees, agents, assigns, and any person acting on their behalf or in conjunction with them, **and any and all persons with notice of the Order sought herein**, pending final disposition of these proceedings, **be and are hereby restrained from, without the written consent of the Applicants**, directly or indirectly, by any means whatsoever:
>
> a. **Selling, removing dissipating, alienating, transferring, assigning, encumbering or similarly dealing with their assets, or the assets of any companies which they came to control pursuant to the TGP Canada Transaction**, whether solely owned, wherever situated, including without limitation, any funds received with respect to same;
> b. **Listing for sale their assets, or the assts of any other companies which they came to control in accordance with the TGP Canada Transaction**;
> c. Instructing, requesting, counselling, demanding or encouraging any other person to do so; .....

Mr. Pilehvar is aware of the Hamilton Proceedings and is a person who has notice of the First Global Injunction. The LV Project is an asset of a company which the Hamilton Respondents came to control pursuant to the TGP Canada Transaction (as defined in the First Global Injunction). Accordingly, the sale of the LV Project is restrained by the First Global Injunction.

Finally, London Valley Inc., the registered owner of the LV Project, is a proposed respondent to the receivership proceedings contemplated by the NoA. As mentioned, the Ontario Superior Court of Justice (Commercial List) has scheduled a hearing on March 13 at 10am regarding the appointment of a receiver over London Valley Inc. and the other respondents to the NoA. To the extent the receiver is appointed, it is expected to, among other things, review, and if necessary, impugn and reverse, any fraudulent or preference transactions, conveyances or transfers authorized by the Respondents prior to the granting of the Receivership Order.

In the circumstances, the Applicants reserve all of their rights and remedies at law and in equity, including any rights and remedies they may have regarding a sale of the LV Project in contravention of the First Global Injunction or any applicable Co-Owners Agreement.

Best,

Mike

Mike Shakra
Partner,* Bennett Jones LLP
*Denotes Professional Corporation
3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4
T. 416 777 6236 | F. 416 863 1716 | M. 647 262 7741
BennettJones.com

From: William Fawcett (McKenzie Lake Lawyers) <william.fawcett@mckenzielake.com>
Sent: Thursday, February 20, 2025 3:06 PM
To: Mike Shakra <ShakraM@bennettjones.com>
Cc: Beth Mullin (McKenzie Lake Lawyers) <beth.mullin@mckenzielake.com>
Subject: RE: 5318 Colonel Talbot Road, London, Ontario [IMAN-CLIENT.FID938759]

Mike,

Sorry for the double email.

I'm told that Behzad "Ben" Pilehvar is holding himself out as representing the investors. Are you able to comment on that assertion?

Will

WILLIAM FAWCETT
McKenzie Lake Lawyers LLP
Lawyer

Tel: 519-672-5666 ext. 7310 | Fax: 519-672-2674 | TF: 1-800-261-4844
Email: *william.fawcett@mckenzielake.com*
140 Fullarton Street, Suite 1800, London, ON N6A 5P2
www.mckenzielake.com

Leigh Ann Eastwood, Law Clerk
leighann.eastwood@mckenzielake.com | 519-672-5666 ext. 7336

Samantha Gilmore, Law Clerk
samantha.gilmore@mckenzielake.com |519-672-5666 ext.7274

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From: William Fawcett (McKenzie Lake Lawyers)
Sent: February 20, 2025 3:00 PM
To: shakram@bennettjones.com
Cc: Beth Mullin (McKenzie Lake Lawyers) <beth.mullin@mckenzielake.com>
Subject: 5318 Colonel Talbot Road, London, Ontario [IMAN-CLIENT.FID938759]

Mike,

Thanks for taking my cold call.

I'm on for a party that is attempting to purchase the property in the subject line. Beth Mullin, copied here, is the real estate solicitor. I've been looped in as litigation counsel.

That sale was to close yesterday, but it has been held up due to the discovery of an order in the Hamilton Proceedings (as defined in your notice of application). In connection with that, we also discovered your client's notice of application.

I understand that your clients assert that consent of a majority investors (of which they are part) is required for the sale of the properties identified in their application. 5318 Colonel Talbot Road is identified at the bottom of page 7.

Do your clients continue to maintain that investor consent is required for the sale of this property?

If so, can you advise as to what percent your clients assert of this investment?

Can you please confirm whether your clients have or have not provided consent to a sale?

Yours truly,

Will

WILLIAM FAWCETT
McKenzie Lake Lawyers LLP
Lawyer

Tel: 519-672-5666 ext. 7310 | Fax: 519-672-2674 | TF: 1-800-261-4844
Email: *william.fawcett@mckenzielake.com*
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www.mckenzielake.com

Leigh Ann Eastwood, Law Clerk
leighann.eastwood@mckenzielake.com | 519-672-5666 ext. 7336

Samantha Gilmore, Law Clerk
samantha.gilmore@mckenzielake.com |519-672-5666 ext.7274

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LRO # 33 **Transfer** **Registered as ER1614927** on 2025 02 05 at 13:18

The applicant(s) hereby applies to the Land Registrar. yyyy mm dd

Properties

PIN 08211 - 0150 LT *Interest/Estate* Fee Simple

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

Address 6211 COLONEL TALBOT ROAD
LONDON

Consideration

Consideration $2,000,000.00

Transferor(s)

The transferor(s) hereby transfers the land to the transferee(s).

Name LONDON VALLEY IV INC.
Address for Service 50 West Wilmont Street
Suite 100
Richmond Hill, ON L4B 1M5

A person or persons with authority to bind the corporation has/have consented to the registration of this document.
This document is not authorized under Power of Attorney by this party.

Transferee(s)	*Capacity*	*Share*
Name TITAN LANDS INC. *Address for Service* 6151 Colonel Talbot Road London, ON N6P 1J2	Registered Owner	

Statements

STATEMENT OF THE TRANSFEROR (S): The transferor(s) verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene the Planning Act.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEROR (S): I have explained the effect of the Planning Act to the transferor(s) and I have made inquiries of the transferor(s) to determine that this transfer does not contravene that Act and based on the information supplied by the transferor(s), to the best of my knowledge and belief, this transfer does not contravene that Act. I am an Ontario solicitor in good standing.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEREE (S): I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in the Planning Act, and to the best of my knowledge and belief this transfer does not contravene the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Signed By

Parminder Hundal	490 Bramalea Road, Unit 104 Brampton L6T 2H2	acting for Transferor(s)	Signed	2025 02 05

Tel 905-799-1004
Fax 905-595-5500

I am the solicitor for the transferor(s) and I am not one and the same as the solicitor for the transferee(s).

I have the authority to sign and register the document on behalf of the Transferor(s).

Elisabeth Ellen Mullin	140 Fullarton Street, Suite 1800 London N6A 5P2	acting for Transferee(s)	Signed	2025 01 31

Tel 519-672-5666
Fax 519-672-2674

I am the solicitor for the transferee(s) and I am not one and the same as the solicitor for the transferor(s).

I have the authority to sign and register the document on behalf of the Transferee(s).

Submitted By

MCKENZIE LAKE LAWYERS LLP	140 Fullarton Street, Suite 1800 London N6A 5P2	2025 02 05

Tel 519-672-5666

Submitted By

Fax 519-672-2674

Fees/Taxes/Payment

Statutory Registration Fee	$70.90
Provincial Land Transfer Tax	$36,475.00
Total Paid	$36,545.90

File Number

Transferor Client File Number :	PH25-0022
Transferee Client File Number :	122495

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 08211 - 0150 PART LOT 57 WTR AS IN 753369 SAVE & EXCEPT PART 2 PLAN 33R-16279 AND PARTS 1 AND 2 ON EXPROPRIATION PLAN ER1469148, WESTMINSTER; CITY OF LONDON

BY: LONDON VALLEY IV INC.

TO: TITAN LANDS INC. Registered Owner

1. STEVEN COPP

I am

- ☐ (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- ☐ (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- ☐ (c) A transferee named in the above-described conveyance;
- ☐ (d) The authorized agent or solicitor acting in this transaction for _____ described in paragraph(s) (_) above.
- ☑ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for TITAN LANDS INC. described in paragraph(s) (c) above.
- ☐ (f) A transferee described in paragraph (_) and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph (_) and as such, I have personal knowledge of the facts herein deposed to.

2. I have read and considered the definition of "single family residence" set out in subsection 1(1) of the Act. The land being conveyed herein:

contains at least one and not more than two single family residences.

3. **The total consideration for this transaction is allocated as follows:**

(a) Monies paid or to be paid in cash	$2,000,000.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	$0.00
(ii) Given Back to Vendor	$0.00
(c) Property transferred in exchange (detail below)	$0.00
(d) Fair market value of the land(s)	$0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	$0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	$0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	$2,000,000.00
(h) VALUE OF ALL CHATTELS -items of tangible personal property	$0.00
(i) Other considerations for transaction not included in (g) or (h) above	$0.00
(j) Total consideration	$2,000,000.00

6. Other remarks and explanations, if necessary.

1. The information prescribed for the purposes of section 5.0.1 of the Land Transfer Tax Act is required to be provided for this conveyance. The information has been provided as confirmed by A2801115.

2. The transferee(s) has read and considered the definitions of "designated land", "foreign corporation", "foreign entity", "foreign national", "Greater Golden Horseshoe Region", "specified region", "spouse" and "taxable trustee" as set out in subsection 1(1) of the Land Transfer Tax Act and O. Reg 182/17. The transferee(s) declare that this conveyance is not subject to additional tax as set out in subsection 2(2.1) of the Act because:

3. (c) The transferee(s) is not a "foreign entity" or a "taxable trustee".

4. The transferee(s) declare that they will keep at their place of residence in Ontario (or at their principal place of business in Ontario) such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act for a period of at least seven years.

5. The transferee(s) agree that they or the designated custodian will provide such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act, to the Ministry of Finance upon request.

6. I acknowledge that the personal information collected in the provincial land transfer tax statements provided in this conveyance is being collected by the Ministry of Finance under the authority of the Land Transfer Tax Act, R.S.O. 1990, c. L.6, as amended ("the Act"), and that the personal information may be used for purposes of the administration or enforcement of the Act, other tax statutes, and for purposes of compiling statistical information and of developing and evaluating economic, tax and fiscal policy. (Note: Personal information collected under section 5.0.1 of the Act that accompanies this conveyance can be used only to administer and enforce the Act. De-identified data collected under section 5.0.1 can be used to compile statistical information and develop and evaluate economic, tax and fiscal policy.)

PROPERTY Information Record

A. Nature of Instrument: Transfer
LRO 33 Registration No. ER1614927 Date: 2025/02/05

B. Property(s): PIN 08211 - 0150 Address 6211 COLONEL TALBOT ROAD LONDON Assessment Roll No 3936080 - 060156000000

C. Address for Service: 6151 Colonel Talbot Road
London, ON N6P 1J2

D. (i) Last Conveyance(s): PIN 08211 - 0150 Registration No. ER907729

(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes ☑ No ☐ Not known ☐

E. Tax Statements Prepared By: Elisabeth Ellen Mullin
140 Fullarton Street, Suite 1800

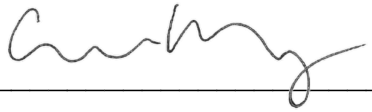
LAND TRANSFER TAX STATEMENTS

London N6A 5P2

This is **Exhibit "I"** referred to in the

Affidavit of Lorraine Klemens

Sworn before me, this 28th day of February, 2025



CLARE PATRICIA MURRAY

A Commissioner, etc., Province of Ontario, while a Student-at-Law.

Expires April 27, 2026.

BRAR TAMBER RIGBY BADHAM
LITIGATION LAWYERS

February 25, 2025

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

SENT VIA EMAIL

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

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

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

COPY TO: **List of Interested Parties**

To Whom It May Concern:

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

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

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

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

BRAR TAMBER RIGBY BADHAM
LITIGATION LAWYERS

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

1. Mr. Pilehver impersonating and/or falsely representing himself as the officer and director of LV4 on the basis of unauthorized and fraudulently filed Notices of Change with the Ontario Business Registry, none of which are supported by the necessary and required shareholder resolutions;

2. Ms. Hundal acting as solicitor for LV4 without proper authorization and with full knowledge that the Property was, at the time of the Fraudulent Sale, the subject of a court order and the subject of ongoing litigation; and

3. Ms. Canonaco acting as real estate agent for LV4 with full knowledge that Mr. Pilehver is not an officer or director of that company, and yet apparently taking instructions from him.

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

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

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

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

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

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

BRAR TAMBER RIGBY BADHAM
LITIGATION LAWYERS

Yours Truly,

Brar Tamber Rigby Badham PC

Per: David Badham

Copied to:

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

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

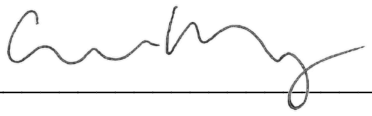
Patrick Sawicki & Asim Iqbal, Gowlings WLG (Canada) LLP, Counsel to TGP Canada Management Inc.

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

This is **Exhibit "J"** referred to in the

Affidavit of Lorraine Klemens

Sworn before me, this 28th day of February, 2025



CLARE PATRICIA MURRAY

A Commissioner, etc., Province of Ontario, while a Student-at-Law.

Expires April 27, 2026.

From: Amanda McLachlan
To: Pam@hundallaw.ca; reception@hundallaw.ca
Cc: Mike Shakra; Joshua Foster; Priscilla Cheng
Subject: 6211 Colonel Talbot Road, London
Date: Friday, February 21, 2025 7:43:12 PM
Attachments: image001.png
Issued Order CV-24-87580(39652086.1).pdf
Wire Confirmation - Feb 05 2025 - File 122495 - Parminder Hundal Law Prof Corp in Trust - $1899528.20.pdf

---

Ms. Hundal.

Bennett Jones is counsel to Kobayashi Kyohodo Co., Ltd. Mizue Fukiage, Akiko Kobayashi, Yoshiki Fukiage and Toru Fukiage (collectively, the "**Kobayashi Group**").

The Kobashi Group invested in excess of $21 million in a number of real properties in Ontario (the "**Land Banking Projects**") pursuant to various co-ownership agreements (the "**Co-Ownership Agreements**").

We understand that you acted as counsel to Behzad "Ben" Pilehvar and London Valley IV Inc. ("**LV IV Inc.**") in connection with the sale of 6211 Colonel Talbot Road (the "**LV IV Project**") by LV IV Inc. to Titan Lands Inc (the "**LV IV Transaction**").

The LV IV Project is one of the Land Banking Projects in which the Kobayashi Group invested. Pursuant to Various Co-Ownership Agreements, the Kobayashi Group holds a 370/512th (approximately 72%) undivided beneficial interest in the LV IV Project. Pursuant to the Co-Ownership Agreements, consent from the co-owners of the LV IV Project holding, in aggregate, not less than 51% of the interest in the LV IV Project was required to proceed with the LV IV Transaction. No such consent was obtained by you, Mr. Pilehvar or LV IV Inc. from the Kobayashi Group, nor was the Kobayashi Group made aware of the LV IV Transaction.

In addition to failing to obtain the required consents under the Co-Ownership Agreements, the sale of the LV IV Project was restrained pursuant to the attached Order of the Ontario Superior Court of Justice dated October 31, 2024 (the "**Hamilton Court Order**") granted in proceedings with the Court File No. CV-24-00087580-0000 (the "**Hamilton Proceedings**"). In particular, we draw your attention to paragraph 5 of the Hamilton Court Order which provides (in part) as follows:

> 5. THIS COURT ORDERS until a final disposition of these proceedings the Respondents First Global Financial Corp., Elena Salvatore, Vincent Salvatore, and Tiberis Capital Corp, together with any employees, agents, assigns, and any person acting on their behalf or in conjunction with them, **and any and all persons with notice of the Order sought herein**, pending final disposition of these proceedings, **be and are hereby restrained from, without the written consent of the Applicants**, directly or indirectly, by any means whatsoever:

a. **Selling, removing dissipating, alienating, transferring, assigning, encumbering or similarly dealing with their assets, or the assets of any companies which they came to control pursuant to the TGP Canada Transaction**, whether solely owned, wherever situated, including without limitation, any funds received with respect to same;
b. **Listing for sale their assets, or the assts of any other companies which they came to control in accordance with the TGP Canada Transaction**; and
c. Instructing, requesting, counselling, demanding or encouraging any other person to do so; and
d. Facilitating, assigning in, aiding, abetting or participating in any acts which would have the effects of doing do.

Mr. Pilehvar is aware of the Hamilton Proceedings and is a person who had notice of the Hamilton Court Order. In fact, Mr. Pilehvar filed materials in support of a motion seeking leave to intervene in the Hamilton Proceedings, as you are likely aware. The LV IV Project was an asset of a company which the respondents in the Hamilton Proceedings came to control pursuant to the TGP Canada Transaction (as defined in the Hamilton Court Order). Accordingly, the sale of the LV IV Project was restrained by the Hamilton Court Order and should not have occurred. The actions of you and your clients are in clear violation of the Hamilton Court Order.

We understand that the LV IV Transaction closed on or around February 5, 2025 and that your firm received $1,899,528.20 as proceeds of sale (the "**Sale Proceeds**"). Wire details showing that the Sale Proceeds were paid by the solicitors for the purchaser of the LV IV Project to your firm are attached.

Pursuant to the Hamilton Court Order, you are restrained from dealing with, assigning or transferring the Sale Proceeds.

Please immediately confirm by reply email that your firm still has the Sale Proceeds in its possession that you will not disburse the Sale Proceeds to any party, subject to further order of the Ontario Superior Court of Justice.

In the circumstances, the Kobayashi Group reserves all of its rights and remedies at law and in equity, including any rights and remedies it may have against you personally or your clients regarding the sale of the LV IV Project and any disbursement of the Sale Proceeds in contravention of the Hamilton Court Order or any applicable Co-Owners Agreement.

Best,

Mike

Mike Shakra
Partner,* Bennett Jones LLP
*Denotes Professional Corporation
3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4
T. 416 777 6236 | F. 416 863 1716 | M. 647 262 7741

BennettJones.com

Court File No. CV-24-00087580-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE	)	THURSDAY, THE 31ST
	)	
JUSTICE MACNEIL	)	DAY OF OCTOBER, 2024

B E T W E E N:

(Court Seal)

TRANS GLOBAL PARTNERS LIMITED, RANDY HOFFNER and PAULINE HOFFNER

Applicants

and

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

Respondents

APPLICATION UNDER ss. 248 of the *Business Corporations Act*, R.S.O. 1990, c. B.16

ORDER

THIS APPLICATION, made by the Applicants for, *inter alia*: (1) an interim and/or interlocutory Order in the form of a Mareva injunction restraining the Respondents from dealing with, disposing of, or dissipating their assets, (2) an Order approving certain Agreements of

Purchase and Sale and allowing for the sale of certain properties, (3) an Order directing the Respondents to disgorge funds, (4) an Order requiring the Respondents to provide an accounting of funds received to date, (5) an Order declaring instruments registered on title for certain properties as invalid and/or unenforceable, (6) an Order permitting the Applicants to enforce their rights under the Share Pledge Agreement, (7) an order discharging cautions registered on certain properties by the Respondent First Global Financial Corp., and (8) certain declaratory relief, was heard this day, at 45 Main Street E., Hamilton, Ontario, L8N 2B7.

ON READING the Consent of the Applicants and the Respondents First Global Financial Corp., Elena Salvatore, and Vincent Salvatore, and being advised by counsel for Mr. Daniel Iandoli of his consent to paragraph 1 and 2 herein,

1. **THIS COURT ORDERS** that the style of cause be amended to replace "FIRST GLOBAL FINANCIAL CORP., ELENA SALVATORE, VINCENT SALVATORE and TIBERIS CAPITAL CORP." with "FIRST GLOBAL FINANCIAL CORP., ELENA SALVATORE, VINCENT SALVATORE, DANNY IANDOLI, and TIBERIS CAPITAL CORP." as the Respondents to this Application.

2. **THIS COURT ORDERS** that the Applicants are hereby granted leave to amend the Application in the form Attached hereto as Schedule "A".

3. **THIS COURT ORDERS** that the above orders are without prejudice to the Applicants rights to bring a further motion to amend the style of cause to add the parties Evangelista Tolfa and Balwinder Cheema.

4. **THIS COURT ORDERS** that the above orders are without prejudice to Evangelista Tolfa and Balwinder Cheema's respective rights to object to any further motion to amend the style of cause to add them as parties to the herein Application;

5. **THIS COURT ORDERS** until a final disposition of these proceedings the Respondents First Global Financial Corp., Elena Salvatore, Vincent Salvatore, and Tiberis Capital Corp, together with any employees, agents, assigns, and any person acting on their behalf or in conjunction with them, and any and all persons with notice of the Order sought herein, pending final disposition of these proceedings, be and are hereby restrained from, without the written consent of the Applicants, directly or indirectly, by any means whatsoever:

(a) Selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with their assets, or the assets of any companies which they came to control pursuant to the TGP Canada Transaction, whether solely or jointly owned, wherever situated, including, without limitation, any funds received with respect to same;

(b) Listing for sale their assets, or the assets of any other companies which they came to control in accordance with the terms of the TGP Canada Transaction;

(c) Instructing, requesting, counselling, demanding or encouraging any other person to do so; and

(d) Facilitating, assigning in, aiding, abetting or participating in any acts which would have the effect of doing so.

(e) Any further receivables obtained in control in accordance with TGP Canada Transaction, including but not limited to any sale to Falco Properties, CBJ-Fort Erie, For Erie Hills Inc. etc.

6. **THIS COURT ORDERS** that the following agreements of purchase and sale are approved and that the sales contemplated therein are allowed to proceed:

(f) the Agreement of Purchase and Sale dated July 30, 2024 and as may be amended and/or assigned from time to time between Talbot Crossing Inc. and Clawson Group Inc. and assigned to Farhi Farming Corporation (the "**5980 Colonel Talbot Purchaser**") and providing a vesting in the 5980 Colonel Talbot Purchaser of the right, title and interest to the lands municipally described as 5980 Colonel Talbot Road, London, ON N6P 1J1 (the "**5980 Colonel Talbot Sale**");

(g) the Agreement of Purchase and Sale dated July 30, 2024 and as may be amended and/or assigned from time to time between London Valley II Inc. and Clawson Group Inc. and assigned to Farhi Farming Corporation ("**6172 Colonel Talbot Purchaser**") and providing a vesting in the 6172 Colonel Talbot Purchaser of the right, title and interest to the lands municipally described as 6172 Colonel Talbot Road, London, ON N6P 1J1 (the "**6172 Colonel Talbot Sale**"); and

(h) the Agreement of Purchase and Sale dated July 30, 2024 and as may be amended and/or assigned from time to time between London Valley V Inc. and Clawson Group Inc. and assigned to Farhi Holdings Corporation and Farhi Farming Corporation (jointly the "**Wonderland Purchasers**") and providing a vesting in

the Wonderland Purchasers of the right, title and interest to the lands municipally described as Wonderland Road. S, PART LOTS 58 & 59 ETR WESTMINSTER, London, ON N6P 1J6 (the "**Wonderland Sale**") (jointly the "**London Property Sales**")

7. **THIS COURT ORDERS** the 5980 Colonel Talbot Purchaser to pay to the Applicants, by way of payment to SimpsonWigle LAW LLP in Trust, the proceeds of the 5980 Colonel Talbot Sale, less the sellers reasonable fees and disbursements (the "**5980 Colonel Talbot Proceeds**");

8. **THIS COURT ORDERS** the 6172 Colonel Talbot Purchaser to pay to the Applicants, by way of payment to SimpsonWigle LAW LLP in Trust, the proceeds of the 6172 Colonel Talbot Sale, less the sellers reasonable fees and disbursements (the " **6172 Colonel Talbot Proceeds**")

9. **THIS COURT ORDERS** the Wonderland Purchasers to pay to the Respondents, by way of payment to SimpsonWigle LAW LLP in Trust, the proceeds of the Wonderland Sale, less the sellers reasonable fees and disbursements (the "**Wonderland Proceeds**" and jointly with the 5980 Colonel Talbo Proceeds and the 6172 Colonel Talbot Proceeds, the "**Sale Proceeds**");

10. **THIS COURT ORDERS** the Milton 525 Holding Inc (the "Chargor"), the chargor with respect to the charge registered on title for the property legally described as PT LTS 7 & 8, CON 3 ESQ , AS IN 335221, EXCEPT 574487 & 679752 ; S/T EW15614 HALTON HILLS/ESQUESING (the "**Halton Hills Property**"), is instructed to pay to SimpsonWigle LAW LLP in trust, from Danny Iandoli's or First Global's entitlement under the mortgage, the difference between the sum of $12,725,776.71, as well as all per diem accrued from October 31, 2024 to the date of payment accruing at the rate of $9,350.83 per day, less the Sale Proceeds, on or before

November 4, 2024 (the "**Payment**"), and is instructed to pay the balance of the principal owing to Danny Iandoli or First Global under the charge to the accountant of the Superior Court of Justice to be held until further order of this Court..

11. **THIS COURT ORDERS** that the Respondent Daniel Iandoli and/or First Global or its counsel will take all steps necessary to inform the Chargor of the herein order.

12. **THIS COURT ORDERS** that from the Payment, SimpsonWigle LAW LLP is entitled to withdraw legal fees incurred to date totalling $238,500.00 (the "Legal Fees").

13. **THIS COURT ORDERS** that the Sales Proceeds and Payment, less Legal Fees, is to be held in trust by SimpsonWigle LAW LLP until November 18, 2024, or further order of this court**;**

14. **THIS COURT ORDERES** that the Applicants shall promptly notify Evangelista Tolfa of this Order by providing her with a copy of same by way of registered mail sent to the address listed for Evangelista Tolfa in the Assignment Agreement dated May 3, 2024 attached as a schedule to the Notice Registered on title for the Halton Hills Property as instrument number HR2030329, being 131 King Street, Terra Cotta, ON L7C 1P2.

15. **THIS COURT ORDERS** that the Applicant shall promptly notify Balwinder Cheema of this Order by providing him with a copy of same sent by way of registered mail sent to the address listed for Balwinder Cheema in the Assignment Agreement dated May 13, 2024 attached as a schedule to the Notice Registered on title for the Halton Hills Property as instrument number HR2031553, being 65 Louvain Drive, Brampton, ON L6P 1Y9.

16. **THIS COURT ORDERS** that the payment of monies to SimpsonWigle LAW LLP in trust is without prejudice to the Applicants rights to bring a motion to obtain the immediate payout of those funds.

17. **THIS COURT ORDERS** that the herein Application is adjourned to November 19, 2024, to be spoken to.

Date of issuance November 4th, 2024
(to be completed by registrar)

B. MacNeil, J.
(Signature of judge, officer or registrar)

Issued and entered electronically by

Alexandre Boulianne
Digitally signed by Alexandre Boulianne
Date: 2024.11.04 09:14:08 -05'00'

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

SCHEDULE "A"

Court File No. CV-24-87580-00000

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

(Court Seal)

TRANS GLOBAL PARTNERS LIMITED, RANDY HOFFNER and PAULINE HOFFNER

Applicants

and

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

Respondents

APPLICATION UNDER ss. 248 of the Business Corporations Act, R.S.O. 1990, c. B.16

AMENDED NOTICE OF APPLICATION

TO THE RESPONDENTS

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

THIS APPLICATION will come on for a hearing *(choose one of the following)*

☐ In person
☐ By telephone conference
☒ By video conference

at the following location:

[location]

(Courthouse address or telephone conference or video conference details, such as a dial-in number, access code, video link, etc. if applicable)

on Thursday, October 31, 2024, at 10:00 a.m., *(or on a day to be set by the registrar)*.

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

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

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

Date _____ Issued by _____
Local Registrar

Address of court office: 45 Main Street E.
Hamilton, Ontario
L8N 2B7

TO: **First Global Financial Corp.**
PH5-801 Lawrence Avenue East
Toronto, Ontario
M3C 3W2

Respondent

AND TO: **Elena Salvatore**
PH5-801 Lawrence Avenue East
Toronto, Ontario
M3C 3W2

Respondent

AND TO: **Vincent Salvatore**
PH5-801 Lawrence Avenue East
Toronto, Ontario
M3C 3W2

Respondent

AND TO: **Tiberis Capital Corp.**
PH5-801 Lawrence Avenue East
Toronto, Ontario
M5C 3W2

Respondent

AND TO: **Danny Iandoli**
2803 – 50 Yorkville Avenue
Toronto, Ontario
M4W 0A3

Respondent

APPLICATION

18. The Applicants Trans Global Partners Limited ("Trans Global"), Randy Hoffner ("**Mr. Hoffner**") and Pauline Hoffner ("**Ms. Hoffner**") make application for: *(State here the precise relief claimed.)*

(a) An order piercing the corporate veil of First Global Financial Corp. and holding the Respondents as liable as for the acts of one another;

(b) An order approving:

(i) the Agreement of Purchase and Sale dated July 30, 2024 and as may be amended and/or assigned from time to time between Talbot Crossing Inc. and Clawson Group Inc. and assigned to Farhi Farming Corporation (the "**5980 Colonel Talbot Purchaser**") and providing a vesting in **5980** Colonel Talbot Purchaser of the right, title and interest to the lands municipally described as 5980 Colonel Talbot Road, London, ON N6P 1J1 (the "**5980 Colonel Talbot Sale**");

(ii) the Agreement of Purchase and Sale dated July 30, 2024 and as may be amended and/or assigned from time to time between London Valley II Inc. and Clawson Group Inc. and assigned to Farhi Farming Corporation ("**6172 Colonel Talbot Purchaser**") and providing a vesting in the 6172 Colonel Talbot Purchaser of the right, title and interest to the lands municipally described as 6172 Colonel Talbot Road, London, ON N6P 1J1 (the "**6172 Colonel Talbot Sale**"); and

(iii) the Agreement of Purchase and Sale dated July 30, 2024 and as may be amended and/or assigned from time to time between London Valley V Inc. and Clawson Group Inc. and assigned to Farhi Holdings Corporation and Farhi Farming Corporation (jointly the "**Wonderland Purchasers**") and providing a vesting in the Wonderland Purchasers of the right, title and interest to the lands municipally described as Wonderland Road. S, PART LOTS 58 & 59 ETR WESTMINSTER, London, ON N6P 1J6 (the "**Wonderland Sale**") (jointly the "**London Property Sales**")

(c) A mandatory Order compelling the Respondents to disgorge to SimpsonWigle LAW LLP in trust the proceeds, less all legitimate fees and costs, of the London Property Sales.

(d) A mandatory order compelling the Respondents to disclose the particulars of all sales of properties owned by First Global or companies which First Global came to control, directly or indirectly, by way of the TGP Canada Transaction as defined below;

(e) A mandatory Order compelling the Respondents to forthwith deliver an accounting of all monies, assets, property or benefits of any kind received by First Global or any company which First Global has control, either directly or indirectly, by way of the TGP Canada Transaction from the sale of any property owned by any of those companies, and the accounting shall include particulars as to how and where the money obtained from the sale was expended or transferred, accompanied with

an order for the disgorgement of such funds and any profits earned thereby by way of payment to SimpsonWigle LAW LLP in trust, or in the alternative, to be paid into court.

(f) An order declaring that the Transfer of Charge registered by Greenvalley Estates Inc. ("**Greenvalley**") on the instructions of First Global, and registered as Instrument Number ER1582697 on July 18, 2024 (the "**Greenvalley Transfer of Charge**") on title to the lands and premises known as:

> PART SOUTH 1/2 LOT 11 CONCESSION 3 BEING PARTS 1 AND 3 ON 33R-2805; EXCEPT 879942 SUBJECT TO ANY INTEREST IN 870207 LONDON/WESTMINSTER,
>
> Being all of PIN 08203-0074 (LT),

And being municipally described as 4423 Highbury Avenue, South, London, Ontario (the "**Highbury Property**")

With respect to the mortgage registered on title for the Highbury Property as instrument number ER1582696 (the "**Highbury Mortgage**") for which Greenvalley is the chargee and ~~Milton 525~~ Dancor Dundas Inc. is the chargor (the "**Highbury Chargor**") is void and/or unenforceable.

(g) A mandatory Order compelling the Respondents to forthwith deliver an accounting of all monies, assets, property or benefits of any kind received by First Global or any company which First Global has control, either directly or indirectly, by way of the TGP Canada Transaction from the Highbury Mortgage, and the accounting

shall include particulars as to how and where the money obtained from the ~~sale~~ Highbury Mortgage was expended or transferred, accompanied with an order for the disgorgement of such funds and any profits earned thereby by way of payment to SimpsonWigle LAW LLP in trust, or in the alternative, to be paid into court.

(h) A mandatory Order directing the Highbury Chargor to pay to SimpsonWigle LAW LLP in trust all monies due and owing by the Highbury Chargor to Greenvalley pursuant to the Highbury Mortgage, as they become due and owing,

(i) An order declaring that the Transfer of Charge registered by the Respondent First Global, and registered as Instrument Number HR2058425 on September 20, 2024 (the "**First Global Transfer of Charge**") on title to the lands and premises known as:

PT LTS 7 & 8, CON 3 ESQ , AS IN 335221, EXCEPT 574487 & 679752 ; S/T EW15614 HALTON HILLS/ESQUESING

Being all of PIN 25022-0014 (LT) (the "**Halton Park Property**")

With respect to the mortgage registered on title for the Halton Park Property as instrument number HR1665994 (the "**Halton Park Mortgage**"), for which Halton Park is the chargee and Milton 525 Holdings Inc. is the chargor (the "**Halton Park Chargor**") is void and/or unenforceable.

(j) A mandatory Order compelling the Respondents to forthwith deliver an accounting of all monies, assets, property or benefits of any kind received by First Global or

any company which First Global has control, either directly or indirectly, by way of the TGP Canada Transaction from the Halton Park Mortgage, and the accounting shall include particulars as to how and where the money obtained from the Halton Park Mortgage was expended or transferred, accompanied with an order for the disgorgement of such funds and any profits earned thereby by way of payment to SimpsonWigle LAW LLP in trust, or in the alternative, to be paid into court.

(k) A mandatory Order directing the Halton Park Chargor to pay into court all monies due and owing by the Halton Park Chargor to the Respondents pursuant to the Halton Park Mortgage, as they become due and owing.

(l) An order that the registration of the cautions against title to the lands legally described in Schedule "A" hereto, be and the same is hereby discharged.

(m) A declaration that the Respondent First Global is in default of the SPAs and the Promissory Notes, as defined below;

(n) A declaration that the Respondent First Global's breach of the Promissory Notes constitutes an "Event of Default" under the Pledge Agreement defined below;

(o) An order in accordance with Article VI "Remedies" of the SPA:

(i) Requiring First Global to transfer all of the Collateral as defined in the SPA (the "Collateral") into the name of Trans Global;

(ii) permitting Trans Global to notify the parties obligated on any of the Collateral to make payment to Trans Global of any amount due or to due thereunder;

(iii) Allowing any officer or director of Trans Global to endorse any cheques, drafts, or other writings in the name of the Respondent First Global to allow the collection of the Collateral;

(iv) permitting Trans Global to take control of any proceeds of the Collateral; and

(v) permitting Trans Global to execute, in the name place and stead of the Respondent First Global, endorsements, assignments, stock powers and other instruments of conveyance or transfer with respect to all or any of the Collateral.

(p) An order, without limiting the forgoing, that Trans Global is empowered to do and take all actions with respect to the Collateral to which it is entitled pursuant to the SPA.

(q) An interim and interlocutory order in the form of a Mareva Injunction restraining the Respondents, together with any employees, agents, assigns, and any person acting on their behalf or in conjunction with them, and any and all persons with notice of the Order sought herein, pending satisfaction of any judgment granted herein, from directly or indirectly, by any means whatsoever:

(i) Selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with their assets, or the assets of any companies which they came to control pursuant to the TGP Canada Transaction, whether solely or jointly owned, wherever situated, including, without limitation, any funds received with respect to same;

(ii) Listing for sale their assets, or the assets of any other companies which they came to control in accordance with the terms of the TGP Canada Transaction;

(iii) Instructing, requesting, counselling, demanding or encouraging any other person to do so; and

(iv) Facilitating, assigning in, aiding, abetting or participating in any acts which would have the effect of doing so.

(r) An order declaring that the Respondents First Global Financial Corp., Elena Salvatore and Vincent Salvatore have acted in a manner that is oppressive, prejudicial and disregards the Applicants interests and that the Applicants are entitled to the relief set out at Section 258 of the *Business Corporations Act*, R.S.O. 1990 (the "*OBCA*").

(s) An Order for damages payable to the Applicants by the Respondents in the amount of $12,444,121.92 plus interest at the default rate of 26.82%.

(t) A declaration pursuant to Section 178(1)(d) and (e) of the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3 (the "*BIA*") that any amounts awarded herein are debts or liabilities that are arising out of fraud, embezzlement, misappropriation or defalcation while acting in a fiduciary capacity, or resulting from obtaining property by false pretences or fraudulent misrepresentation.

(u) An Order abridging the time for filing and service of the application materials, if necessary;

(v) If necessary, an order dispensing with the requirement to deliver a factum on the initial hearing of this Application for interim and/or interlocutory relief;

(w) prejudgment interest in accordance with section 128 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;

(x) postjudgment interest in accordance with section 129 of the *Courts of Justice Act*;

(y) the costs of this proceeding on a substantial indemnity basis, plus all applicable taxes; and

(z) Such further and other Relief as to this Honourable Court may seem just.

THE PARTIES

THE APPLICANT TRANS GLOBAL PARTNERS LIMITED (TRANS GLOBAL") & TIM SHIELDS ("MR. SHIELDS")

19. The Applicant, Trans Global, is a corporation existing under the laws of the special administrative region of Hong King, which operates out of its head office located at 77 City Centre Drive, Suite 602, Mississauga, Ontario L5B 1M5. Prior to in or about June 6, 2024, Trans Global was the registered, legal and beneficial owner of all issued and outstanding shares in the capital of the company TGP Canada Management Inc.

20. While not a party to this Application, Tim Shields ("**Mr. Shields**") is an individual residing in Tokyo, Japan. Mr. Shields was also, during certain times, an officer and director of the Applicant Trans Global. Mr. Shields was an officer and director of the corporations defined below as Land Mutual, Canadian Shield, TSI Group, Titan Shield as well as the Canadian Shield Subsidiary Companies and the Land Shield Subsidiary Companies.

THE APPLICANT RANDY HOFFNER (THE AFFIANT) & 183 ONTARIO LIMITED ("183")

21. The Applicant, Randy Hoffner ("**Mr. Hoffner**"), is an individual residing in the City of Mississauga in the Province of Ontario. Prior to in or about July 4, 2024, he was the beneficial owner of one hundred percent (100%) of the issued and outstanding shares in the corporation 1837732 Ontario Limited. Prior to in or about June 4, 2024, Mr. Hoffner was also an officer and director of the corporations defined below as TGP Canada, Land Mutual, Canadian Shield, TSI Group, Titan Shield as well as the Canadian Shield Subsidiary Companies and the Land Shield Subsidiary Companies.

22. While not a party to this Application, 1837732 Ontario Limited ("**183**") is a corporation incorporated pursuant to the laws of the Province of Ontario.

THE APPLICANT PAULINE HOFFNER ("MS. HOFFNER") AND TGP PROPERTY MANAGEMENT INC. ("TGP PROPERTY")

23. The Applicant Pauline Hoffner ("**Ms. Hoffner**") is an individual residing in the City of City of Mississauga, in the Province of Ontario. Mr. Hoffner is my spouse. Prior to in or about June 4, 2024 Ms. Hoffner was the beneficial owner of one hundred percent (100%) of the issued and outstanding shares in the corporation TGP Property Management Inc.

24. While not a party to this Application, TGP Property Management Inc. ("**TPG Property**"), is a corporation incorporated pursuant to the laws of the Province of Ontario.

TGP CANADA MANAGEMENT INC. ("TGP CANADA") AND 2630306 ONTARIO INC. O/A PAYBANK FINANCIAL ("PAYBANK")

25. While not a party to this Application, TGP Canada Management Inc. ("**TGP Canada**") is a corporation incorporated pursuant to the laws of the Province of Ontario. Prior to in or about June 4, 2024, Trans Global was the registered, legal and beneficial owner of all of the issued and outstanding shares in the capital of TGP Canada.

26. While not a party to this Application, 2630306 Ontario Inc. o/a Paybank Financial ("**Paybank**") is a corporation incorporated pursuant to the laws of the province of Ontario.

TITAN SHIELD INC.

27. While not a party to this Application, Titan Shield Inc. ("**Titan Shield**") is a corporation incorporated pursuant to the laws of the province of Ontario. Titan Shield is the registered, legal

and beneficial owner of all of the issued and outstanding shares in the capital of Trillium Shield Inc.

TRILLIUM SHIELD INC.

28. While not a party to this Application, Trillium Shield Inc. ("**Trillium Shield**") is a corporation incorporated pursuant to the province of Ontario. Trillium Shield is the registered, legal and beneficial owner of all of the issued and outdating shares in the TSI Group of Companies Inc.

TSI GROUP OF COMPANIES INC.

29. While not a party to this Application, TSI Group of Companies Inc. ("**TSI Group**") is a corporation incorporated pursuant to the laws of the province of Ontario. TSI Group, directly or indirectly, is involved with the corporations Land Mutual Inc. and Canadian Shield Inc.

LAND MUTUAL INC. AND THE LAND MUTUAL SUBSIDIARY COMPANIES

30. While not a party to this Application, Land Mutual is a corporation incorporated pursuant to the laws of the Province of Ontario. Land Mutual, directly or indirectly, is involved with various subsidiary companies (jointly the "**Land Mutual Subsidiary Companies**"). The Land Mutual Subsidiary Companies are the owners of various real properties.

CANADIAN SHIELD INC. AND THE CANADIAN SHIELD SUBSIDIARY COMPANIES

31. While not a party to this Application, Canadian Shield is a corporation incorporated pursuant to the laws of the Province of Ontario. Canadian Shield, directly or indirectly, is involved with various subsidiary companies (jointly the "**Canadian Shield Subsidiary Companies**"). The Canadian Shield Subsidiary Companies are the owners of various real properties.

THE RESPONDENTS FIRST GLOBAL FINANCIAL CORP. ("FIRST GLOBAL"), ELENA SALVATORE, VINCENT SALVATORE

32. The Respondent First Global Financial Corp. ("**First Global**" and the "**Respondent"**) is a corporation incorporated pursuant to the laws of the province of Ontario operating from its head office located at PH5-801 Lawrence Ave. East, Toronto, Ontario, M3C 3W2.

33. The Respondent, Elena Salvatore ("**Ms. Salvatore**"), is an individual residing in the City of Toronto in the Province of Ontario. Ms. Salvatore is the sole officer and director of First Global.

34. The Respondent, Vincent Salvatore ("**Mr. Salvatore**" and jointly with First Global and Ms. Salvatore the "**Respondents**"), is an individual residing in the City of Toronto in the Province of Ontario. Mr. Salvatore is married to Ms. Salvatore. Mr. Salvatore, along with Ms. Salvatore, are the governing minds of First Global. Mr. Salvatore is the sole officer and director of the Respondent Tiberis Capital Corp.

35. The Respondent Tiberis Capital Corp. ("**Tiberis**") is a corporation incorporated pursuant to the laws of the province of Ontario. Mr. Salvatore is the sole officer and director of Tiberis. Mr. Salvatore, and potentially Ms. Salvatore, are owners of Tiberis

THE TITAN SHIELD SHARE SALE AND PURCHASE

The TGP Canada Management Inc. Share Purchase Agreement

36. In or about June 4, 2024, TPG Canada as vendor and First Global as purchaser entered into a Share Purchase Agreement (the "**TGP Canada Transaction**") dated June 4, 2024 (the "**TGP Canada SPA**") pursuant to which, *inter alia*,

(a) TGP Canada would sell to First Global all of its shares in Titan Shield (the "**Titan Shield Shares**");

(b) The closing of the purchase and sale of the Titan Shield Shares was to take place on June 4, 2024 (the "**SPA Closing Date**");

(c) First Global agreed to pay to SimpsonWigle LAW LLP ("**SimpsonWigle**"), counsel for Trans Global, in trust, on behalf of Trans Global, the purchase price of Ten Thousand Dollars ($10,000.00) within 7 days of the Closing Date (the "**TGP Canada Purchase Price**"); and

(d) First Global agreed to pay to SimpsonWigle One Hundred Thousand Dollars ($100,000.00) towards legal costs incurred with respect to the transactions referenced in the SPAs within 7 days of the Closing Date (the "**Legal Fees**").

37. It was at all times understood by the parties:

(a) that Trans Global was the ultimate recipient of the TGP Canada Purchase Price to be paid pursuant to the TGP Canada SPA;

(b) that the failure to pay the TGP Canada Purchase Price in accordance with the terms of the TGP Canada SPA would deny Trans Global the benefit of those monies; and

(c) that the Legal Fees to be paid by it in accordance with the TGP Canada SPA was to pay to SimpsonWigle LAW those legal fees incurred by the Applicants in facilitating the sales referenced herein; and

(d) that should it fail, or otherwise refuse to pay the Legal Fees in accordance with the TGP Canada SPA that the Applicants would be required to pay to SimpsonWigle LAW their respective shares of the legal fees incurred in facilitating the herein referenced transactions.

38. Pursuant to the terms of the TGP Canada SPA, upon closing the Respondent would have direct or indirect control of the real properties owned by the Land Mutual Subsidiary Companies and the Canadian Shield Subsidiary Companies.

THE TGP CANADA MANAGEMENT SHARE SALE AND PURCHASE

The Trans Global Partners Limited Share Purchase Agreement

39. In or about June 4, 2024, and immediately following the TGP Canada transaction, Trans Global as vendor and Paybank as Purchaser entered into a share purchase agreement dated June 4, 2024 (the "**Trans Global SPA**") pursuant to which Trans Global sold to Paybank all of its shares in TGP Canada.

The Trans Global Partners Limited Promissory Note

40. First Global executed a promissory note in favour of Trans Global (the "**Trans Global Promissory Note**") the terms of which were, *inter alia*, as follows:

(a) the principal amount of Seven Million Dollars ($7,000.000.00) (the "**Principal Amount**");

(b) the principal amount was to be paid on or before August 3, 2024 unless renewed or extended;

(c) the parties may mutually agree to a renewal or extension of the due date in exchange for an extension/renewal fee of Five Hundred Thousand Dollars ($500,000.00) (the "**Extension Fee**");

(d) the note would be interest free unless a default occurs; and

(e) upon default, interest shall be charged at the rate of 26.82% per annum, calculated semi-annually not in advance, from the date of default;

(f) First Global agreed to:

(i) Deliver a collateral charge in the Principal Amount as against the property municipally referred to as 11720 Highway 27, Vaughan, Ontario (the "**Highway 27 Property**"); and

(ii) Execute a share pledge agreement pledging all of the issued and outstanding shares in Titan Shield and consequently, as a result of said pledge included all of the issued and outstanding shares in Trillium Shield, TSI Group, Land

Mutual Inc, Canadian Shield Inc., Land Mutual Subsidiary Companies and Canadian Shield Subsidiary Companies.

THE TGP PROPERTY MANAGEMENT INC. SHARE SALE AND PURCHASE

The Pauline Hoffner Share Purchase Agreement

41. In or about June 4, 2024, and immediately following the TGP Canada transaction, Ms. Hoffner as vendor and First Global as purchaser entered into a Share Purchase Agreement dated June 4, 2024 (the "**Ms. Hoffner SPA**") the terms of which, *inter alia*, are as follows:

(a) Ms. Hoffner would sell to First Global all of her shares in TGP Property (the "**TGP Property Shares**");

(b) The closing of the purchase and sale of the TGP Property Shares was to take place on the SGA Closing Date;

(c) First Global agreed to pay the purchase price of One Million Five Hundred Thousand Dollars ($1,500,000.00) (the "**Ms. Hoffner Purchase Price**"); and

(d) The Ms. Hoffner Purchase Price was to be paid in full on the Closing Date by way of the delivery of a promissory note, secured by a pledge of shares in Titan Shield (the "**Ms. Hoffner Promissory Note**").

The Pauline Hoffner Promissory Note

42. The Ms. Hoffner Promissory Note was on the same terms as the Trans Global Promissory Note save and except that:

(a) the principal amount would be in the amount of the Ms. Hoffner Purchase Price, being One Million Five Hundred Thousand Dollars ($1,500,000.00); and

(b) the Ms. Hoffner Principal amount was to be paid on or before June 11, 2024 unless renewed or extended.

THE 1837732 ONTARIO INC. SHARE SALE AND PURCHASE

The Randy Hoffner Share Purchase Agreement

43. In or about June 4, 2024, and immediately following the TGP Property transaction, Mr. Hoffner as vendor and First Global as purchaser, entered into a Share Purchase Agreement dated June 4, 2024 (the "**Mr. Hoffner SPA**") the terms of which, *inter alia*, are as follows:

(a) he would sell to First Global all of his shares in 183 (the "**183 Shares**");

(b) the closing of the purchase and sale of the 183 Shares would take place on the SPA Closing Date;

(c) First Global agreed to pay the purchase price of One Million Five Hundred Thousand Dollars ($1,500,000.00) (the **Mr. Hoffner Purchase Price**"); and

(d) The Mr. Hoffner Purchase Price was to be paid in full on the Closing Date by way of the delivery of a promissory note, secured by a pledge of shares in Titan Shield (the "**Mr. Hoffner Promissory Note**").

The Randy Hoffner Promissory Note

44. The Mr. Hoffner Promissory Note was on the same terms as the Trans Global Promissory Note save and except that the principal amount would be in the amount of the Mr. Hoffner Purchase Price being One Million Five Hundred Thousand Dollars ($1,500,000.00).

THE SHARE PLEDGE AGREEMENT

45. In accordance with the terms of the Trans Global Promissory Note, the Ms. Hoffner Promissory Note and the Mr. Hoffner Promissory Note (jointly the "**Promissory Notes**") First Global executed a Share Pledge Agreement dated June 4, 2024 (the "**Pledge Agreement**") in favour of Trans Global, Mr. Hoffner and Ms. Hoffner.

46. The terms of the Pledge Agreement were, *inter alia*, as follows:

(a) In accordance with section 2.1, First Global, as collateral security for the payment and performance of all present and future indebtedness, liabilities and obligations of First Global to the Applicants, First Global granted to the Applicants a continuing security interest in various collateral (the "**Collateral**") including, but not limited to, the following:

(i) all issued and outstanding shares of capital stock in Titan Shield;

(ii) all other shares in Titan Shield acquired by First Global; and

(iii) the proceeds of same.

(b) In accordance with section 4.4, in the Event of Default, which is defined in the Pledge Agreement as a default under the Promissory Notes (the "**Event of Default**"), First Global agreed that:

(i) It is to deliver to one of the Applicants (the "Holder"), as directed by the Applicants, all proceeds of the Collateral to be held by the Holder as additional collateral;

(ii) the Holder may exercise the voting power and all other incidental rights of ownership with respect to the Titan Shield shares or other shares of capital stock constituting Collateral and First Global granted the Applicants an irrevocable proxy to vote the Titan Shield shares and such other Collateral;

(iii) it would deliver any additional proxies and other documents reasonably requested by the Holder that may be necessary to allow the Holder to exercise such voting power;

(c) in accordance with section 6.1 that, in the Event of Default the Holder, on behalf of the Applicants, had certain other remedies available to it including, but not limited to:

(i) the Holder may exercise the rights and remedies of a secured party on default under the PPSA including, but not limited to, selling the Collateral or any part of it; and

(ii) the Holder could:

(1) transfer all or any part of the Collateral into the name of the Holder, or their nominee or assignee;

(2) notify the parties obligated on any of the Collateral to make payment to the Holder of any amount due or to become due thereunder;

(3) enforce collection of any of the Collateral by suit or otherwise;

(4) endorse any cheques, drafts or other writings in First Global's name to allow collection of the collateral;

(5) take control of the proceeds of the Collateral; and

(6) execute, in the name, place and stead of First Global, endorsements, assignments, stock powers and other instruments of conveyance or transfer with respect to all or any of the Collateral;

(iii) First Global agreed to pay to the Applicants the amounts of any and all reasonable expenses, including reasonable fees and disbursements of its counsel and of any expert and agents, which the Applicants may incur in connection with:

(1) Administration of the Pledge Agreement;

(2) The custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral;

(3) The exercise or enforcement of any of the rights of the Applicants under the Pledge Agreement;

(4) The failure of First Global to perform or observe any of the provisions of the Pledge Agreement; and

(5) Advancing of any funds pursuant to the Pledge Agreement.

47. On June 6, 2024, the Applicants, by way of their counsel, registered in the Ontario Personal Property Registry a lien as against First Global as the debtor in favour of the Applicants as secured parties, with respect to the collateral classified as "accounts" and "other" pursuant to the terms of the Pledge Agreement.

THE COLLATERAL MORTGAGE

48. On June 6, 2024, the Applicants, by way of their counsel, registered a charge against the Highway 27 Property (the "**Collateral Mortgage**") as instrument number YR3684667 and immediately thereafter registered an application to change name-instrument to correct the name of Trans Global as Trans Global Partners Limited, as evidenced by instrument number YR3684727.

49. The terms of the Collateral Mortgage include, but are not limited to the following:

(a) The mortgage will be interest free unless a default occurs under the mortgage;

(b) If a default occurs interest will be charged at 26.82% per annum, calculated semi-annually not in advance, from the date of default;

(c) All terms contained in the Promissory Notes are incorporated in the Collateral Mortgage and apply to the Collateral Mortgage;

(d) All fees, charges or payments incurred, expended or paid by the Applicants together with the interest thereon, will be added to the indebtedness to be repaid by the Respondents to the Applicants forthwith and, until repaid, will constitute a charge upon the Highway 27 Property;

(e) That any occurrence of an event of default under the provisions of the Collateral Mortgage will constitute a default under any other charge or security document (the "Security Documents" between the Applicants and the Respondents and default under any of the other Security Documents will constitute an event of default under the provisions of the Collateral Mortgage);

(f) That upon and during the continuance of an event of default under the Collateral Mortgage or a default under the other Security Documents, the Applicants pursue their remedies under those Security Documents; and

(g) Upon default in payment of principal or interest under this Collateral Mortgage, or in the performance of any of the terms and conditions of the Collateral Mortgage, the Applicants may enter into and take possession of the Highway 27 Property.

FIRST GLOBAL FINANCIAL CORP.'S REQUEST FOR AN EXTENSION OF PAYMENT TERMS

50. On agreement between the parties to the SPAs, the Closing Date of the transactions contemplated by the SPAs was extended to June 6, 2024 (the "Amended Closing Date").

51. As of the Amended Closing Date, the Applicants complied with all of their obligations pursuant to the terms of the various SPAs such that by the amended closing date, First Global was the owner of the Titan Shield Shares, the TGP Property Shares and the 183 Shares.

52. Despite the terms of the TGP Canada SPA and the Ms. Hoffner Promissory Note which required payment of the TGP Canada Purchase Price and the Ms. Hoffner Principal Amount (the "Arrears") by June 12, 2024, as of that date no payment had been made by First Global.

53. Pursuant to an agreement between the parties, the deadline for the payment of the Arrears was extended to June 21, 2024 in exchange for First Global agreeing to pay the Extension Fee. Despite this agreement however the Arrears were not paid as of this date. Subsequently the Respondents advised that the amount would be paid within the non-specific period of two weeks.

FIRST GLOBAL FINANCIAL CORP.'S BREACH OF THE SPAS AND PROMISSORY NOTE

54. On July 5, 2024, counsel for the Applicants sent a Notice of Default to the Respondents by way of Registered Mail confirming the Respondents' breach and demanding payment of those amounts due and owing as of that date.

55. On July 16, 2024, when no payment towards the amounts owing had been made by the Respondents, the Applicants' Counsel sent a Notice of Sale Under Charge/Mortgage demanding payment of all outstanding amounts, inclusive of principal, interest and fees, by no later than August 22, 2024, failing which the Applicants would proceed to sell the Highway 27 Property.

56. On September 9, 2024, counsel for the Applicants sent a Notice pursuant to section 63(4) of the *Personal Property Security Act* on behalf of the Applicants, putting First Global on Notice

that, in light of First Global's default, the Applicants intended to enforce their security under the Pledge Agreement (the "PPSA Notice").

57. Despite the PPSA Notice, all amounts owing under the SPAs, Promissory Notes and Collateral Charge remained due and owing, and continued to accrue interest.

58. The Respondents' failure to pay the monies owing under the Ms. Hoffner Promissory Note on June 21, 2024, and under the Mr. Hoffner Promissory Note and the TGP Canada Promissory Note on August 3, 2024, constituted not only a breach of the terms of the Collateral Mortgage but also an Event of Default under the Pledge Agreement pursuant to which the Applicants were permitted to, amongst other things, enforce their security under the Pledge Agreement.

FRAUDULENT AND/OR BAD FAITH ACTIONS OF FIRST GLOBAL FINANCIAL CORP.

59. Despite First Global having not paid any monies owing pursuant to the SPAs and/or the Promissory Notes as well as failing to comply with its obligations under the Pledge Agreement, the Respondents have taken actions with respect to assets they have come to control by way of the SPAs which serves to convert the profits of same to their own benefit.

60. These actions, as hereinafter described, are part of a fraudulent scheme perpetrated by the Respondents (the "Fraudulent Scheme") which was conducted as follows:

(a) The Respondents, utilizing First Global, entered into the Share Purchase Agreements, and primarily the First Global SPA, pursuant to which they agreed to purchase shares in companies that, directly or indirectly, control certain real properties, namely those owned by the Subsidiary Companies;

(b) The Respondents negotiated terms for the TPG Canada SPA pursuant to which First Global received the benefit of TPG Canada Transaction, including taking direct or indict control of those real properties owned by the Subsidiary Companies;

(c) The Respondents negotiated terms for the Promissory Notes pursuant to which First Global could delay making payment thereunder until June 11, 2024, in the case of the Ms. Hoffner Promissory Note, or August 3, 2024, in the case of Trans Global Promissory Note and the Mr. Hoffner Promissory Note;

(d) At all times the Respondents represented that they had sufficient funds to pay those amounts owing pursuant to the Trans Global SPA and the Promissory Notes;

(e) Despite those representations, almost immediately after the closing of the transactions contemplated under the SPAs, the Respondents advised the Applicants that they would not be able to make payment, first until June 21, 2024 and then on June 21, 2024, at some hypothetical period within two (2) weeks;

(f) Almost immediately thereafter the Respondents, utilizing means outlined in more detail below:

(i) Commenced a fire sale of certain real properties they took control, directly or indirectly, pursuant to the terms of the SPAs;

(ii) directed the proceeds of those sales to themselves and/or dispersing them to parties unknown to the Applicants;

(iii) assigned certain receivables which are properly directed to certain Subsidiary Companies to companies which they own; and

(iv) encumbered certain real properties owned by the Subsidiary Companies in order to prevent the Applicants from enforcing their security;

(v) refused to pay liabilities which they had assumed pursuant to the Trans Global SPA resulting in the loss of further assets; and

(vi) generally refused to direct any monies received since the closing of the transactions contemplated by the SPAs to the Applicants despite their clear obligations.

61. The Respondents at all times knew that ultimately the Applicants would enforce their security under the Pledge Agreement which would entitle them to control those companies which Titan Shield, directly or indirectly, controlled including, but not limited to the Subsidiary Companies, and by extension the real properties that they owned. Consequently, the Respondents acted in a manner to strip from those companies as much assets as possible to deprive the Applicants of the benefit of those assets when they did so.

THE SALE OF 4423 HIGHBURY AVENUE SOUTH, LONDON, ONTARIO

62. On August 6, 2024, First Global sold the property municipality referred to as 4423 Highbury Avenue South, London, ON N6N 1J2 (the "**Highbury Property**") owned by Greenvalley Estates Inc. ("**Greenvalley**"), one of the Land Mutual Subsidiary Companies, for the total sum of Nine Million, Nine Hundred Thousand Dollars ($9,900,000.00) of which half was

paid to, presumably, Greenvalley, and the remaining half paid by way of a vendor take back mortgage in favour of Greeenvalley (the "**Highbury Mortgage**").

63. The Applicants have not received any portion of the proceeds received by the Respondents with respect to the sale of the Highbury Property. The Applicants state that these proceeds no longer remain with Greenvalley in as much as they have either been distributed to the Applicants or third parties. Furthermore, on July 18, 2024, Greenvalley registered a Transfer of Charge on title for the Highbury Property, on the instructions of the Respondents, transferring its interest in the Highbury Mortgage to the Respondent Tiberis.

64. These heretofore described actions were designed to benefit the Respondents while denying the Applicants the opportunity to benefit from these assets/receivables should they subsequently enforce their rights under the Pledge Agreement.

ENTERING INTO AN AGREEMENT OF PURCHASE AND SALE OF THE THREE LONDON PROPERTIES

65. On July 30, 2024, Ms. Salvatore entered into three Agreements of Purchase and Sale on behalf of the Land Mutual Subsidiary Companies, Talbot Crossing Inc., London Valley II Inc. and London Valley V Inc. (jointly the "Sellers"), pursuant to which she sought to sell to Clawson Group Inc. (the "**London Properties Sale**") the properties municipally referred to as 5980 Colonel Talbot Road, London , ON N6P 1J1, 6172 Colonel Talbot Road, London, ON N6P 1J1 and Wonderland Road. S, PART LOTS 58 & 59 ETR WESTMINSTER, London, ON N6P 1J6 (jointly the "**London Properties**"), for the total purchase price of Ten Million, Eighteen Thousand, Six Hundred and Seventy-Four Dollars and Twenty-Four Cents ($10,018,674.24). By way of certain

Assignment of Agreement of Purchase and Sale, the purchasers of the London Properties were changed (jointly the "**Purchasers**").

66. In correspondence exchanged between Counsel it was agreed that the closing date to the London Properties Sale would be extended to November 6, 2024, or within 4 days of the Sellers obtaining a court order directing and vesting title to the London Properties to the Purchasers. Failing that the Purchaser's counsel advised that the London Properties Sale would not close without the following:

(a) Satisfactory evidence as to the Officers and Directors authorizing the subject transactions including but not limited to such Corporate Resolutions necessary to give effect to the applicable Agreements of Purchase and Sale and subsequent title transfers, supported by Officers Certificates and executed solicitor Legal Opinions confirming the veracity, execution and validity of the subject Agreements, Transfers of Title, together with the supporting closing documents and Corporate Resolutions and Documents as contemplated by the constating documents of the Corporations;

(b) Sworn Statutory Declarations of the Officers/ Directors of the subject Corporations attesting to but not limited to: the validity of the foregoing documents; the enforceability thereof; the validity of the sale and Transfer of the subject properties; and that there is no other person or entity having an interest in or claim to the subject properties and the proceeds of the sale thereof;

(c) Indemnity's from the Sellers, the Principals and Shareholders indemnifying the Buyers from any claims arising subsequent to the completion of the transactions against the Buyers in respect of any competing parties' potential interest in the properties or the sale proceeds thereof or otherwise; and

(d) Releases from such other Party or entity claiming such interest in the subject properties and/or the proceeds of the sale thereof.

67. The Applicants do not object to the Sellers proceeding with the sale of the London Properties to the Purchasers. However, as a condition of doing so, the Applicants submit they are entitled to the imposition of certain court orders requiring all proceeds from those sales be paid to SimpsonWigle LAW in trust, or, alternatively into court.

68. The Applicants submit that if the Respondents are permitted to proceed with the sale of the London Properties without restrictions, the Respondents will remove, or otherwise transfer those assets by means which will deny the Applicants the ability to benefit from those amounts as part of the enforcement of their rights under the Pledge Agreement.

LISTING OF CERTAIN PROPERTIES BELONGING TO THE LAND MUTUAL SUBSIDIARY COMPANIES AND THE CANADIAN SHIELD SUBSIDIARY COMPANIES

69. The Respondents registered cautions (the "Cautions") against certain properties owned by the Land Mutual Subsidiary Companies, namely:

Property Address	Owner	MLS #	Proposed Price

(unassigned) 0 Sodom Road E., Niagara Falls, ON L2E 6S6	Niagara Estates of Chippawa II Inc.	X9250524	$1.00
(unassigned) 0 Stanley Avenue E. Niagara Falls, ON L2E 0A6	Lyons Creek Niagara Falls Park Inc.	X9250496	$1.00
4001 Weaver Road, Niagara Falls, ON L2G 0S7	Niagara Estates of Chippawa II. Inc.	X9250508	$1.00
2310 Dingman Drive, London, ON N0L 1B0 (incorrectly labeled as 0 Dingman Drive)	Greenvalley Estates II Inc.	X9250090	$3,953,000.00
6211 Colonel Talbot Road, London, ON N6P 1J2	London Valley IV Inc.	X9249955	$3,240,000.00
85 Crooks Street, Fort Erie, ON L2A 4H2	Fort Erie Hills Inc.	X9249962	$14,900,000.00
5318 Colonel Talbot Road, London, ON N6P 1H9	London Valley Inc.	X9249952	$4,365,000.00
9063 Twiss Road, Milton, ON L0P1B0	Randy Hoffner	W9249957	$3,495,000.00

70. The Applicants did not have knowledge of these listings at the time they were made, nor did they consent to the listing of these properties. Furthermore, the Applicants have never consented to the sale of any of these properties and deny that the Respondents are entitled to sell same under the circumstances.

71. While it appears that the aforementioned listings have since been removed, it is unknown to the Applicants whether other properties have been listed and/or if the Respondents are making efforts to sell the properties held by the Land Mutual Subsidiary Companies and/or the Canadian Shield Subsidiary Companies by way of alternative means that would not result in an MLS listing.

72. The Applicants further submit that the property municipally referred to as 9063 Twiss Road, Milton, ON L0P 1B0 (the "**Twiss Property**") is not owned by any company that First Global acquired control, either directly or indirectly, by way of the TGP Canada Transaction. It was, at all times relevant to these proceedings, owned by the Applicant Mr. Hoffner. Despite this, the Respondents still registered a caution against this property. Consequently, it is unclear on what grounds the Respondents believe they were entitled to list a property which they did not control, either directly or indirectly, for sale regardless of whether they had the authority of the owner, which in this case they did not have.

REGISTERING CAUTIONS ON PROPERTIES FOR WHICH IT HAS NO INTEREST

73. On September 11, 2024, being the same day that counsel for the Respondents received the PPSA Notice, First Global registered cautions against eleven (11) properties (the "**Cautions**") owned by the Land Mutual Subsidiary Companies and/or the Canadian Shield Subsidiary Companies. Specifically, First Global registered cautions against the following properties (jointly the "**Encumbered Properties**"):

Property Address	**Owner**	**MLS #**	**Proposed Price**
(unassigned) 0 Sodom Road E., Niagara Falls, ON L2E 6S6	Niagara Estates of Chippawa II Inc.	X9250524	$1.00
(unassigned) 0 Stanley Avenue E. Niagara Falls, ON L2E 0A6	Lyons Creek Niagara Falls Park Inc.	X9250496	$1.00
4001 Weaver Road, Niagara Falls, ON L2G 0S7	Niagara Estates of Chippawa II. Inc.	X9250508	$1.00

2310 Dingman Drive, London, ON N0L 1B0 (incorrectly labeled as 0 Dingman Drive)	Greenvalley Estates II Inc.	X9250090	$3,953,000.00
6211 Colonel Talbot Road, London, ON N6P 1J2	London Valley IV Inc.	X9249955	$3,240,000.00
85 Crooks Street, Fort Erie, ON L2A 4H2	Fort Erie Hills Inc.	X9249962	$14,900,000.00
5318 Colonel Talbot Road, London, ON N6P 1H9	London Valley Inc.	X9249952	$4,365,000.00
9063 Twiss Road, Milton, ON L0P1B0	Randy Hoffner	W9249957	$3,495,000.00

74. The Cautions registered against the Encumbered Properties all indicate that they were registered pursuant to section 71 of the *Land Titles Act*, and that the nature of the interest is "*the caution is being registered by First Global Financial Corp., who claims an ownership interest in the property through its subsidiaries*".

75. The Applicants submit that registering the Cautions on the Encumbered Properties served no purpose but to complicate the Applicants' abilities to enforce their security under the Pledge Agreement.

76. Again, the Twiss Property is not owned by First Global or any company which it acquired control, either directly or indirectly, by way of the TGP Canada Transaction. Despite this, First Global registered a caution against the Twiss Property pursuant to which they have alleged having an ownership interest on same.

77. Despite demands that these Charges be discharged, the Respondents have refused to do so.

LOSS OF CERTAIN PROPERTIES

78. Pursuant to the TGP Canada SPA First Global agreed to assume certain outstanding liabilities at its sole cost and expense. These liabilities included, but were not limited to, that liability provided at:

(a) paragraph 2(b)(xix) namely Niagara Falls Park Inc. is under a notice of sale instituted by Dennis Blain and Lakefront Developments Inc. for monies owing of approximately $5,934,495.00. In accordance with the service of notice of sale and the property has been sold to RA-Tech CAD Services Inc., pursuant to an agreement of purchase and sale dated April 11, 2024, for the sale price of $10,000,000.00 (the "**Niagara Falls Liability**"); and

(b) paragraph 2(b)(xx) namely, Niagara Estates of Chippawa II Inc. is in default under the mortgage in favour of 2229815 Ontario Ltd. for monies owing of approximately $6,288,381.00. A notice of sale has been served on this matter (the "**Chippawa II Liability**").

79. Despite the above, First Global has failed to take any steps to protect the assets subject to the above liabilities. Consequently, and as outlined below, two of the Land Mutual Subsidiary Companies have lost their ownership interest in certain properties.

The Niagara Falls Park Inc. Liability

80. Niagara Falls Park Inc., a corporation incorporated pursuant to the laws of the province of Ontario, as well as one of the Land Mutual Subsidiary Companies, was the owner of the property municipally known as 5021 Garner Road, Niagara Falls, ON L2E 6S4 (the "**Garner Property**").

81. On December 13, 2022, Dennis Blaine and Lakefront Developments Inc. (jointly the "**Garner Chargees**") registered a charge as against the Garner Property (the "**Garner Charge**"). On or about February 8, 2024, the Garner Chargees issued a Notice of Sale Under Charge/Mortgage of Land with respect to the Garner Charge and demanded payment of all amounts owing thereunder.

82. Despite the above, the Respondents failed to make any payments to thee Garner Chargeees or take any steps to avoid the Garner Chargees pursuing the power of sale process. Consequently, on or about July 31, 2024, the Garner Chargees registered a Transfer: Power of Sale pursuant to which title to the Garner Property was transferred to Garner Estates Inc.

<u>The Niagara Estates of Chippawa II Inc. Liability</u>

83. Niagara Estates of Chippawa II Inc. ("**Chippawa II**") is a corporation incorporated pursuant to the laws of the province of Ontario as well as being one of the Land Mutual Subsidiary Companies, and was the owner of the property municipally known as Willick Road and Sodom Road, Niagara Falls, ON (the "**Willick & Sodom Property**").

84. On April 19, 203 2229815 Ontario Inc. (the "**Willick & Sodom Chargee**") registered a charge as against the Willick & Sodom Property. On or about April 25, 2024, the Willick & Sodom Chargee issued a Notice of Sale Under Mortgage with respect to the Willick & Sodom Charge and demanded payment of all amounts owing thereunder.

85. Subsequently, on July 12, 2024, the Willick and Sodom Chargee commenced a foreclosure action (the "**Foreclosure Action**") as against Chippawa II with respect to the Willick & Sodom Charge. The Applicants had no knowledge of the Foreclosure Action, but the Applicants submit that the Respondents did. Despite this, the Respondents took no steps to avoid the foreclosure and on August 30, 2024, the Willick & Sodom Chargee obtained a Default Judgement for Immediate Foreclosure pursuant to which Chippawa II was ordered to deliver to the Willick & Sodom Chargee direct possession of the Willick & Sodom Property.

ASSIGNMENT OF THE HALTON PARK MORTGAGE

86. While not a party to this action, Halton Park Inc. ("**Halton Park**") is a corporation incorporated pursuant to the laws of the province of Ontario. Until in or about November 15, 2019, Halton Park was the owner of the property (the "**Halton Park Property**") legally referred to as:

> PT LTS 7 & 8, CON 3 ESQ , AS IN 335221, EXCEPT 574487 & 679752 ; S/T EW15614 HALTON HILLS/ESQUESING

87. On or about November 15, 2019, Halton Park sold the Halton Park Property to Milton 525 Holdings Inc., a corporation incorporated pursuant to the laws of the province of Ontario for the total consideration of $13,000,000.00. A portion of the purchase price was paid by way of a vendor take back mortgage in the amount of $7,800,000.00 (the "**Halton Park Mortgage**").

88. The terms of the Halton Park Mortgage were, *inter alia*, as follows:

(a) The principal sum of $7,800,000.00 (the "**Halton Park Principal**"); and

(b) The balance due date of November 4, 2024.

The Highway 27 Property Mortgage

89. On or about April 12, 2024, certain Land Mutual Subsidiary Companies (the "**Highway 27 Chargees**") registered a charge in the amount of $45,000,000.00 as against the Highway 27 Property as instrument number YR3666111 (the "**Highway 27 Mortgage**").

Assignment of the Halton Park Mortgage to First Global

90. On or about April 23, 2024, Halton Park and First Global entered into an assignment agreement (the "**Halton Park Assignment Agreement**") pursuant to which Halton Park irrevocably assigned, conveyed, granted and transferred all of its rights with respect to the Halton Park Mortgage to First Global (the "**Assignment**"), in consideration for which First Global agreed to:

(a) an amendment of the Highway 27 Mortgage increasing of the amount of same from $45,000,000.00 to $52,800,000.00, being an increase of $7,800,000.00 (the "**Highway 27 Mortgage Amendment**"); and

(b) irrevocably agreeing and confirming that Halton Park will be considered an additional joint account holder of the Highway 27 Mortgage, notwithstanding it is not legally registered as a charge under the Highway 27 Mortgage.

91. To facilitate the above, First Global, the Highway 27 Chargees and Mr. Salvatore entered into a Charge Amending Agreement dated April 26, 2024, pursuant to which, *inter alia*:

(a) The principal amount of the Highway 27 Mortgage was amended from $45,000,000.00 to $52,800,000;

(b) Additional language was added under the heading of "Additional Provisions" which provided as follows:

e. Upon the occurrence of a Triggering Event (As that term is defined under the Note), the sum of $7,800,000.00 shall become immediately due and payable on June 14, 2024. Failure to pay this amount on this date, shall constitute a default under this Charge entitling the Chargee to enforce all remedies available under the terms of the Charge.

(c) The parties agreed that Halton Park will be considered an additional joint account holder of the Highway 27 Mortgage, notwithstanding it is not legally registered a charge under the Charge.

92. The Proposed Acquisition of Companies referenced above, is what ultimately became the purchases contemplated by the SPAs.

93. On April 26, 2024, a Transfer of Charge was registered on title for the Halton Park Property as instrument number HR2028433 pursuant to which the Halton Park Mortgage was assigned from Halton Park to First Global.

Assignment of Portions of the Halton Park Mortgage to Third Parties

94. On May 3, 2024, pursuant to the terms of an assignment agreement between First Global and Evangelista Tolfa ("**Ms. Tolfa**"), First Global assigned to Ms. Tolfa $1,100,000.00 of the Halton Park Mortgage in exchange for the payment of $1,000,000.00.

95. On May 13, 2024, pursuant to the terms of an assignment agreement between First Global and Balwinder Cheema ("**Mr. Cheema**"), First Global assigned to Mr. Cheema $275,000.00 of the Halton Park Mortgage in exchange for the payment of $250,000.00.

96. The Applicants have no knowledge as to who Ms. Tolfa or Mr. Cheema and their involvement with the Respondents are, nor do they have any knowledge of the circumstances which led to these individuals paying monies to First Global in exchange for the aforementioned Tolfa Amendment and Cheema Amendment (the "Halton Park Mortgage Amendments").

97. The Applicants believe that assigning portions of the Halton Park Mortgage Amendments to these individuals only serves to ensure that $1,375,000.00 of the Halton Park Principal is not recoverable by the Applicants.

98. The Applicants submit that these actions are in breach of the Respondents' duty of good faith owed to the Applicants.

Assignment of the Halton Park Mortgage to Danny Iandoli

99. On September 20, 2024, First Global registered a Transfer of Charge on title for the Halton Park Property as instrument number HR2058425 pursuant to which the Halton Park Mortgage was assigned to Danny Iandoli ("**Mr. Iandoli**"), a resident of Toronto, Ontario (the "**Mr. Iandoli Assignment**").

100. Pursuant to certain correspondence sent to Mr. Hoffner, it is clear that Mr. Iandoli is connected to First Global, Mr. Salvatore and Ms. Salvatore and consequently were aware of:

(a) the Respondents' obligations to First Global under the Promissory Notes and Pledge Agreement;

(b) that the Respondents owed significant sums of money to the Applicants;

(c) that the Applicants were in a position to enforce the Respondents' obligations against them;

(d) that the Applicants could commence litigation as against the Respondents; and

(e) if the Applicants were successful with their litigation, they would be able to collect monies paid to First Global.

101. The Applicants submit that but for the assignment, the funds payable under the Halton Park Mortgage would have been paid to First Global, and consequently would be in its possession should the Applicants take steps to enforce their rights under the Promissory Notes and/or the Pledge Agreement.

102. The Applicants further submit that in choosing to assign the Halton Park Mortgage from First Global to Mr. Iandoli, First Global had no other purpose but to prevent the Applicants from being able to enforce any judgment they might obtain against First Global against those funds. As such, the Applicants submit that this assignment was conducted with the intention of First Global to defeat, hinder or delay the Applicants of their lawful action, suit, debts, accounts, damages, penalties or forfeitures.

103. The Applicants further submit that Mr. Iandoli, in agreeing to have the Halton Park Mortgage assigned to him, knew, or reasonably ought to have known, that he was interfering with

the Applicants' ability to enforce their claim as against those funds which would have been paid to First Global pursuant to the Halton Park Mortgage. In other words, he knew, or reasonably ought to have known, that he was denying the Applicants the ability to collect almost $7,800,000.00 of funds owing to them.

EXPECTATIONS OF THE APPLICANTS

104. The Applicants reasonably believed and expected, among other things, that:

(a) the Respondents had sufficient financing to complete the transactions outlined in the SPAs and to pay all monies owing with respect to same;

(b) the Respondents would not need to sell the real properties it, directly or indirectly, came to own by way of the SPAs to finance its obligations under same

(c) the Respondents would comply with the terms of the SPAs including, but not limited to, paying all monies owing pursuant to same;

(d) the Respondents would comply with the terms of the Promissory Note, including, but not limited to paying all monies owing pursuant to same by the deadlines contained therein, or in the alternative, by no later than the date agreed to by the parties;

(e) the Respondents would comply with their obligations pursuant to the terms of the Pledge Agreement;

(f) in the case where the Respondents defaulted on any of their obligations under the SPAs and/or the Promissory Notes, that they would immediately take all steps possible to cure any such default;

(g) the Respondents would not take any actions which would interfere with the Applicants' ability to enforce their security under the Collateral Mortgage and/or the Share Pledge;

(h) that until such time as the Respondents paid all monies owing to the Applicants by way of the SPAs and/or the Promissory Notes, they would not take any steps to sell those real properties they had come to control, directly or indirectly, pursuant to the terms of the SPAs;

(i) if it was necessary for the Respondents to sell any of those real properties they had come to control, directly or indirectly, prior to the Applicants being paid in full, which should not have been necessary, the proceeds of the sale of any of those real properties would be directed to the Applicants to the credit of the amounts owing under the SPAs and the Promissory Notes;

(j) until such time as the Respondents paid all monies owing to the Applicants by way of the SPAs and/or Promissory Notes, the Respondents would not transfer or assign any rights belonging to those companies which First Global came to control, directly or indirectly, by way of the TPG Canada SPA to any third party including, but not limited to, companies to which the Respondents, or some or one of them own personally;

(k) Until such time as the Respondents had fulfilled all obligations arising under the SPAs and the Promissory Notes, the Respondents would not take any steps with respect to the assets purchased by way of the SPAs without the knowledge and consent of the Applicants;

(l) Until such time as the Respondent had fulfilled all obligations arising under the SPAs and the Promissory Notes, the Respondents would not misappropriate the proceeds of the sale of any real property which it came to control, directly or indirectly, pursuant to the SPAs;

(m) Until such time as the Respondents had fulfilled all obligations arising under the SPAs and the Promissory Notes, the Respondents would not take any action that would dilute, erode or otherwise affect the value of the assets;

(n) Until such time as the Respondents had fulfilled all obligations arising under the SPAs and the Promissory Notes, they would treat the Applicants fairly and comply with all agreements made between them in good faith;

(o) Until such time as the Respondents had paid all monies owing to the Applicants by way of the SPAs and Promissory Notes, First Global, to the extent it assumed outstanding liabilities by way of the TGP Canada SPA, would ensure the default of such liabilities did not result in the loss of assets belonging to any of those companies which the Respondents controlled, directly or indirectly, by way of the TGP Canada SPA;

(p) The Respondents would fulfil their fiduciary obligations to the Applicants until such time as they had complied with all of their obligations under the SPAs and the Promissory Notes.

105. The Respondents have acted in a manner that is in contravention, and is oppressive to all of the above expectations.

THE APPLICANT'S POSITION ON THE RELIEF SOUGHT

106. Given the above, the Applicants are seeking the following relief:

(a) An injunction restraining the Respondents from dealing with, encumber or clouding title to, or causing another party to deal with, encumber or cloud title to, the real property which the Respondents came to control, directly or indirectly, by way of the SPAs. It is the Applicants' position that the actions of the Respondents to date, heretofore described, demonstrate an intention on the part of the Respondents to conduct a Fraudulent Scheme by which they sell, or otherwise transfer, assets in First Global's direct or indirect control, for the purpose of benefiting themselves and depriving the Applicants.

(b) A court order approving the sale of the London Properties and vesting the London Properties to (i) Farhi Farming Corporation as it relates to 5980 Colonel Talbot APS and 6172 Colonel Talbot APS; and (ii) Farhi Farming Corporation and Farhi Holdings Corporation as it relates to the Wonderland APS, but requiring that the proceeds of these transactions, less any reasonable costs and expenses, be paid to SimpsonWigle LAW LLP in trust, or, alternatively, paid into court. It is the

Applicants' position that while the sale of the London Properties should be permitted to proceed, the Applicants are concerned that if the Respondents, or one of the companies for which it has direct or indirect control, is permitted to receive the proceeds of those sales without restriction it will dispose of same in a manner that prioritizes their interests over those interests of the Applicants who, to date, have yet to receive any of the amounts to be paid under the SPAs and the Promissory Notes.

(c) A court order requiring the Respondents to account for the funds they, or one of the companies for which they have direct or indirect control, received pursuant to the sale of the Highbury Property, or any other property for which they have direct or indirect control as a result of the TGP Canada Transaction, and requiring them to pay to SimpsonWigle LAW in trust any portion of those proceeds remaining in First Global's control. At this point in time, it is not known to the Applicants the quantum of the net proceeds of the sale of the Highbury Property but the Applicants are reasonably concerned, given that no portion of those proceeds have ever been paid to the Applicants to the credit of the amounts owing under the SPAs and Promissory notes, that those net proceeds have ben entirely distributed, or if not, should they not be preserved as outlined above, they will be distributed.

(d) A court order reversing the transfer of Greenvalley's interest in the Highbury Charge to the Respondent Tiberis and directing that any further monies to be paid with respect to the Highbury Charge by ~~Milton 525~~ Dancor to Greenvalley be paid to SimpsonWigle LAW LLP in trust. The Applicants submit that this transfer

served no purpose but to direct funds which should have been payable to a company on which the Applicants could enforce their security under the Pledge Agreement, to a company in the control of the Respondents, thus benefiting the Respondents while depriving the Applicants should it become necessary for them to enforce their security under the Pledge Agreement. To the extent the transfer is reversed as requested by the Applicants, the Applicants will require a further order requiring any funds due and owing by ~~Milton 525~~ Dancor to Greenvalley to be paid to SimpsonWigle LAW LLP in trust in order to avoid such funds being dispersed in a manner which benefits the Respondents at the expense of the Applicants.

(e) A court order reversing the transfer of First Global's interest in the Halton Park Mortgage to the Respondent Mr. Iandoli and directing that any further monies to be paid with respect to the Halton Park Mortgage by Milton 525 to First Global be paid to SimpsonWigle LAW LLP in trust. The Applicants submit that this transfer served no purpose but to direct funds which should have been payable to First Global against which the Applicants could have enforced any judgment obtained in the herein proceedings, to a company in the control of a third party who is directly connected to First Global, Mr. Salvatore and Ms. Salavatore, thus benefiting the Respondents while depriving the Applicants. To the extent the transfer is reversed as requested by the Applicants, the Applicants will require a further order requiring any funds due and owing by Milton 525 to First Global to be paid to SimpsonWigle LAW LLP in trust in order to avoid such funds being dispersed in a manner which benefits the Respondents at the expense of the Applicants.

(f) A court order prohibiting the Respondents from listing, or instructing a party to list, any of the real property which they controls, directly or indirectly, as a result of the transaction contemplated under the SPAs and to the extent such listings already exist, an order requiring that they be removed. It is the Applicants' position that the listing of any of the real property over which the Respondents have gained control of, directly or indirectly, pursuant to the SPAs , only serves to impact the Applicants' ability to deal with same in accordance with the terms of the Pledge Agreement.

(g) A court order requiring the Respondents discharge all Cautions registered against the Encumbered Properties. As outlined above, these Cautions serve no purpose but to interfere with the Applicants' ability to enforce their security under the Pledge Agreement in as much as they might prevent the Applicants from selling properties falling within the definition of Collateral as provided in the Pledge Agreement.

(h) A court order requiring that the listing of any of those real properties for which the Respondents took control, directly or indirectly, by way of the TGP Canada Transaction, be immediately withdrawn and preventing further listings in the future by the Respondents. It is the Applicants' position that the listing of any of these real properties by the Respondents, will only serve to complicate, or otherwise interfere with the Applicants' ability to enforce their security by way of the Pledge Agreement.

(i) A court order permitting the Applicants to enforce their rights under the Pledge Agreement. As outlined above, it is the Applicants' position that First Global has breached the terms of the Promissory Note and consequently the Applicants are permitted to enforce their security thereunder which includes, but is not limited to, enforcing their rights under the Pledge Agreement.

(j) The Respondents have taken steps which serve to benefit Mr. Salvatore and Ms. Salvatore in their personal capacity and consequently the Applicants submit they are permitted to an order piercing the corporate veil.

(k) The Applicants submit that:

(i) They are a complainant under section 248 of the *Business Corporations Act*, R.S.O. 1990, Ch. B-16 (the "*BIA*");

(ii) that the business or affairs of the Respondents, or their affiliates are, have been or are threatened to be carried on or conducted in a manner that is oppressive or unfairly prejudicial to or that unfairly disregards the interests of the Applicants;

(iii) that the powers of the director(s) of First Global, or any of its affiliates, have been or are threatened to be exercised in a manner that is oppressive or unfairly prejudicial to or that unfairly disregards the interests of the Applicants; and

(iv) consequently, in accordance with section 248(3) of the *BIA* the Applicants are entitled to the relief sought herein.

107. Section 248 of the *Business Corporations Act*, R.S.O. 1990, Ch. B-16.

108. Rules 3.02, 14 and 38 of the *Rules of Civil Procedure.*

109. Such further and other grounds as the lawyers may advise.

The following documentary evidence will be used at the hearing of the application: (List the affidavits or other documentary evidence to be relied on.)

(a) The Affidavit of Randy Hoffner sworn October 18, 2024 and the exhibits appended thereto;

(b) The Affidavit of Pauline Hoffner sworn October 18, 2024;

(c) The Affidavit of Tim Shields sworn October 17, 2024;

(d) The Supplemental Affidavit of Randy Hoffner sworn October 24, 2024;

(e) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

(Date of issue)

SimpsonWigle LAW LLP
1 Hunter Street East
Suite 200
Hamilton, Ontario L8N 3W1

George Limberis (LSO# 48328T)
Email: GeorgeL@SimpsonWigle.com

Kevin Mitchell (LSO# 64736U)
Email: MitchellK@SimpsonWigle.com

Tel: 905-528-8411

Lawyers for the Applicants

TRANS GLOBAL PARTNERS LIMITED et al.
Applicants

-and-

FIRST GLOBAL FINANCIAL CORP. et al.
Respondents

Court File No. CV-24-87580-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
HAMILTON

AMENDED NOTICE OF APPLICATION

SimpsonWigle LAW LLP
1 Hunter Street East
Suite 200
Hamilton, Ontario L8N 3W1

George Limberis (LSO #48328T)
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Kevin Mitchell (LSO #64736U)
Email: MitchellK@SimpsonWigle.com

Tel: 905-528-8411

Lawyers for the Applicants

TRANS GLOBAL PARTNERS LIMITED et al.
Applicants

-and-

FIRST GLOBAL FINANCIAL CORP. et al.
Respondents

Court File No. CV-24-00087580-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
HAMILTON

ORDER

SimpsonWigle LAW LLP
1 Hunter Street East
Suite 200
Hamilton, Ontario L8N 3W1

George Limberis (LSO #48328T)
Email: GeorgeL@SimpsonWigle.com

Kevin Mitchell (LSO #64736U)
Email: MitchellK@SimpsonWigle.com

Lawyers for the Applicants

3199

Wire Details

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

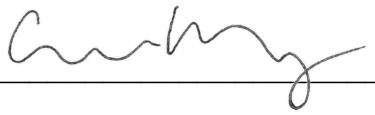
Value Date	Funding Account	Funding Account Name	Amount	Currency	Beneficiary Name	Beneficiary Account or IBAN	Status	Approvals Received:
2025-02-05	03481062053	TRUST	1,899,528.20	CAD	Parminder Hundal Law Professional	1140-5017446	Confirmed	1 of 1

Ordering Customer Account:	03481062053	**Reason for Reject**	
Ordering Customer Name:	MCKENZIE LAKE LAWYERS LLP	**Beneficiary Address:**	Corporation, in trust,490 Bramalea Road, Unit 104,Brampton,ON,L6T 2H2,CA
Ordering Customer Address:	140 FULLARTON STREET,SUITE 1800,LONDON,Ontario N6A,5P2,CA		
Primary Contact Number of Ordering Customer:		**Beneficiary Bank ID:**	000411402
Primary Contact Name of Ordering Customer:		**Beneficiary Bank ID Type:**	CC
Wire Type:	Commercial	**Beneficiary Bank Name:**	Toronto-Dominion Bank
Entry Type:	Freeform	**Beneficiary Bank Address:**	10990 Airport Road,BRAMPTON,ON,L6R 0E1,CA
Template Name:		**Account with Institution Bank ID:**	
Charges:	BEN - Additional routing charges will be paid by the beneficiary	**Account with Institution Bank ID Type:**	
Exchange Rate:	1.0	**Account with Institution Bank Name:**	
Revised Value Date:	2025-02-05	**Account with Institution Bank Address:**	
Converted Amount:	1,899,528.20 CAD	**Intermediary Bank ID:**	
		Intermediary Bank ID Type:	
		Intermediary Bank Name:	
		Intermediary Bank Address:	
Purpose of wire:	Balance due on closing MKLK 122495		
Reference Number:	WW25020566539364 - BCA250205303065 - LVTS8VHKLPY5UTR2	**Sender To Receiver Information:**	
Created By:	JOSMOND	**Related Reference No:**	
Create Date:	2025-02-05 11:34 AM	**IMAD Reference Number:**	LVTS8VHKLPY5UTR2
Last Approved By:	KCENIZA		
Last Action Date:	2025-02-05 11:39 AM		

This is **Exhibit "K"** referred to in the

Affidavit of Lorraine Klemens

Sworn before me, this 28th day of February, 2025



CLARE PATRICIA MURRAY

A Commissioner, etc., Province of Ontario, while a Student-at-Law.

Expires April 27, 2026.

From: Pam Hundal
To: Amanda McLachlan
Subject: Automatic reply: 6211 Colonel Talbot Road, London
Date: Friday, February 21, 2025 7:45:11 PM

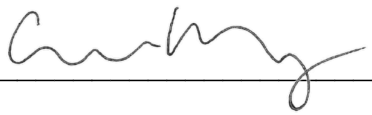
Please note that I am out of office on medical leave. I will be accessing emails periodically. I will not be accepting service at this time. If your matter is urgent please contact the front desk.

Thank you
Pam Hundal
Parminder Hundal Law Professional Corporation
905-799-1004

This is **Exhibit "L"** referred to in the

Affidavit of Lorraine Klemens

Sworn before me, this 28th day of February, 2025



CLARE PATRICIA MURRAY

A Commissioner, etc., Province of Ontario, while a Student-at-Law.

Expires April 27, 2026.

Clare Murray

From: Amanda McLachlan
Sent: Tuesday, February 25, 2025 4:03 PM
To: Pam@hundallaw.ca; reception@hundallaw.ca
Cc: Mike Shakra; Joshua Foster; Priscilla Cheng
Subject: RE: 6211 Colonel Talbot Road, London

Can we please have the courtesy of a reply?

In particular, we require you to confirm by reply email that your firm still has the Sale Proceeds in its possession that you will not disburse the Sale Proceeds to any party, subject to further order of the Ontario Superior Court of Justice.

Regards,

Amanda McLachlan
Partner, Bennett Jones LLP
3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4
T. 416 777 5393 | F. 416 863 1716
BennettJones.com

From: Amanda McLachlan
Sent: Friday, February 21, 2025 7:43 PM
To: Pam@hundallaw.ca; reception@hundallaw.ca
Cc: Mike Shakra <ShakraM@bennettjones.com>; Joshua Foster <FosterJ@bennettjones.com>; Priscilla Cheng <ChengP@bennettjones.com>
Subject: 6211 Colonel Talbot Road, London

Ms. Hundal.

Bennett Jones is counsel to Kobayashi Kyohodo Co., Ltd. Mizue Fukiage, Akiko Kobayashi, Yoshiki Fukiage and Toru Fukiage (collectively, the "**Kobayashi Group**").

The Kobashi Group invested in excess of $21 million in a number of real properties in Ontario (the "**Land Banking Projects**") pursuant to various co-ownership agreements (the "**Co-Ownership Agreements**").

We understand that you acted as counsel to Behzad "Ben" Pilehvar and London Valley IV Inc. ("**LV IV Inc.**") in connection with the sale of 6211 Colonel Talbot Road (the "**LV IV Project**") by LV IV Inc. to Titan Lands Inc (the "**LV IV Transaction**").

The LV IV Project is one of the Land Banking Projects in which the Kobayashi Group invested. Pursuant to Various Co-Ownership Agreements, the Kobayashi Group holds a 370/512th (approximately 72%) undivided beneficial interest in the LV IV Project. Pursuant to the Co-Ownership Agreements, consent from the co-owners of the LV IV Project holding, in aggregate, not less than 51% of the interest in the LV IV Project was required to proceed with the LV IV Transaction. No such consent was obtained by you, Mr. Pilehvar or LV IV Inc. from the Kobayashi Group, nor was the Kobayashi Group made aware of the LV IV Transaction.

In addition to failing to obtain the required consents under the Co-Ownership Agreements, the sale of the LV IV Project was restrained pursuant to the attached Order of the Ontario Superior Court of Justice dated October 31, 2024 (the "**Hamilton Court Order**") granted in proceedings with the Court File No. CV-24-00087580-0000 (the "**Hamilton Proceedings**"). In particular, we draw your attention to paragraph 5 of the Hamilton Court Order which provides (in part) as follows:

> 5. THIS COURT ORDERS until a final disposition of these proceedings the Respondents First Global Financial Corp., Elena Salvatore, Vincent Salvatore, and Tiberis Capital Corp, together with any employees, agents, assigns, and any person acting on their behalf or in conjunction with them, **and any and all persons with notice of the Order sought herein**, pending final disposition of these proceedings, **be and are hereby restrained from, without the written consent of the Applicants**, directly or indirectly, by any means whatsoever:
>
> a. **Selling, removing dissipating, alienating, transferring, assigning, encumbering or similarly dealing with their assets, or the assets of any companies which they came to control pursuant to the TGP Canada Transaction**, whether solely owned, wherever situated, including without limitation, any funds received with respect to same;
> b. **Listing for sale their assets, or the assts of any other companies which they came to control in accordance with the TGP Canada Transaction**; and
> c. Instructing, requesting, counselling, demanding or encouraging any other person to do so; and
> d. Facilitating, assigning in, aiding, abetting or participating in any acts which would have the effects of doing do.

Mr. Pilehvar is aware of the Hamilton Proceedings and is a person who had notice of the Hamilton Court Order. In fact, Mr. Pilehvar filed materials in support of a motion seeking leave to intervene in the Hamilton Proceedings, as you are likely aware. The LV IV Project was an asset of a company which the respondents in the Hamilton Proceedings came to control pursuant to the TGP Canada Transaction (as defined in the Hamilton Court Order). Accordingly, the sale of the LV IV Project was restrained by the Hamilton Court Order and should not have occurred. The actions of you and your clients are in clear violation of the Hamilton Court Order.

We understand that the LV IV Transaction closed on or around February 5, 2025 and that your firm received $1,899,528.20 as proceeds of sale (the "**Sale Proceeds**"). Wire details showing that the Sale Proceeds were paid by the solicitors for the purchaser of the LV IV Project to your firm are attached.

Pursuant to the Hamilton Court Order, you are restrained from dealing with, assigning or transferring the Sale Proceeds.

Please immediately confirm by reply email that your firm still has the Sale Proceeds in its possession that you will not disburse the Sale Proceeds to any party, subject to further order of the Ontario Superior Court of Justice.

In the circumstances, the Kobayashi Group reserves all of its rights and remedies at law and in equity, including any rights and remedies it may have against you personally or your clients regarding the sale of the LV IV Project and any disbursement of the Sale Proceeds in contravention of the Hamilton Court Order or any applicable Co-Owners Agreement.

Best,

Mike

Mike Shakra
Partner,* Bennett Jones LLP
*Denotes Professional Corporation

3205

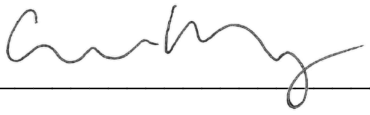
3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4
T. 416 777 6236 | F. 416 863 1716 | M. 647 262 7741

BennettJones.com

This is **Exhibit "M"** referred to in the

Affidavit of Lorraine Klemens

Sworn before me, this 28th day of February, 2025



CLARE PATRICIA MURRAY

A Commissioner, etc., Province of Ontario, while a Student-at-Law.

Expires April 27, 2026.

Clare Murray

From: Pam Hundal <Pam@hundallaw.ca>
Sent: Thursday, February 27, 2025 4:37 PM
To: Jack Sousa; Joshua Foster; ngoldstein@ksvadvisory.com; kplunkett@airdberlis.com; georgel@simpsonwigle.com; mitchellk@simpsonwigle.com; asim.iqbal@gowlingwlg.com; haddon.murray@gowlingwlg.com; patryk.sawicki@gowlingwlg.com; awygodny@wagnersidlofsky.com; dbadham@btrlaw.ca; Bryon Cohen
Cc: Amanda McLachlan; Mike Shakra; Rebekah Squires
Subject: RE: Kobayashi Kyohodo Co. Ltd. et al. v Clearview Garden Estates Inc. et al. - CV-25-00736577-00CL - Scheduling Conference on February 20, 2025

Please remove me from this chain. I am not retained by anyone in relation to this litigation nor am I privy to this matter

Regards,

Pam Hundal BS.c LL.b

Parminder Hundal Law Professional Corporation
490 Bramalea Road, Unit 104
Brampton , On. L6T 2H2
Phone: 905-799-1004
Fax: 905-595-5500

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

From: Jack Sousa <jsousa@bbo.on.ca>
Sent: Tuesday, February 25, 2025 9:09 AM
To: Joshua Foster <FosterJ@bennettjones.com>; ngoldstein@ksvadvisory.com; kplunkett@airdberlis.com; georgel@simpsonwigle.com; mitchellk@simpsonwigle.com; asim.iqbal@gowlingwlg.com; haddon.murray@gowlingwlg.com; patryk.sawicki@gowlingwlg.com; awygodny@wagnersidlofsky.com; dbadham@btrlaw.ca; Pam Hundal <Pam@hundallaw.ca>; Bryon Cohen <bcohen@acceslaw.com>
Cc: Amanda McLachlan <McLachlanA@bennettjones.com>; Mike Shakra <ShakraM@bennettjones.com>; Rebekah Squires <rsquires@bbo.on.ca>
Subject: RE: Kobayashi Kyohodo Co. Ltd. et al. v Clearview Garden Estates Inc. et al. - CV-25-00736577-00CL - Scheduling Conference on February 20, 2025

Good Morning,

We acknowledge receipt of the email below including the attached Endorsement of the Honourable Madam Justice Steele.

Further to our email of December 12/24, attached hereto, our client, the Purchaser remains ready, willing, and able to proceed with completion of the transactions in accordance with the terms set out in

our email attached hereto. The Purchasers acknowledge that the Receivership Application is returnable March 23, 2025, and is prepared to grant the necessary indulgence to extend the closing of the Transactions to a date beyond March 23/25 as established by the Court or by way of the Receivership proceedings subject to the ongoing terms established in our attached email and without prejudice to the terms of the Court Order referenced in our email of December 12/24.

Thank you.

Jack Sousa | Managing Partner | **Brown Beattie O'Donovan LLP** | jsousa@bbo.on.ca | **www.bbo.on.ca** | 1600-380 Wellington Street, London, Ontario N6A 5B5 | Phone 519.679.0400 x164 | Fax 519.679.6350

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From: Joshua Foster <FosterJ@bennettjones.com>
Sent: February 20, 2025 11:39 AM
To: ngoldstein@ksvadvisory.com; kplunkett@airdberlis.com; georgel@simpsonwigle.com; mitchellk@simpsonwigle.com; asim.iqbal@gowlingwlg.com; haddon.murray@gowlingwlg.com; patryk.sawicki@gowlingwlg.com; awygodny@wagnersidlofsky.com; Jack Sousa <jsousa@bbo.on.ca>; dbadham@btrlaw.ca
Cc: Amanda McLachlan <McLachlanA@bennettjones.com>; Mike Shakra <ShakraM@bennettjones.com>
Subject: RE: Kobayashi Kyohodo Co. Ltd. et al. v Clearview Garden Estates Inc. et al. - CV-25-00736577-00CL - Scheduling Conference on February 20, 2025

TO THE SERVICE LIST:

Further to the below, please find attached and served upon you pursuant to and in accordance with the *Rules of Civil Procedure* and the E-Service Protocol of the Commercial List, the Endorsement of the Honourable Madam Justice Steele in respect of the scheduling conference that was returnable before Her Honour this morning. As reflected within, the Applicants' application will be heard at **10:00 a.m. on March 13, 2025** via Zoom.

Kind regards,

Josh

Joshua Foster, *Associate,* Bennett Jones LLP
T. 416 777 7906 | F. 416 863 1716

From: Joshua Foster <FosterJ@bennettjones.com>
Sent: Tuesday, February 18, 2025 2:12 PM
To: ngoldstein@ksvadvisory.com; kplunkett@airdberlis.com; georgel@simpsonwigle.com; mitchellk@simpsonwigle.com; asim.iqbal@gowlingwlg.com; haddon.murray@gowlingwlg.com; patryk.sawicki@gowlingwlg.com; awygodny@wagnersidlofsky.com; jsousa@bbo.on.ca; dbadham@btrlaw.ca
Cc: Amanda McLachlan <McLachlanA@bennettjones.com>; Mike Shakra <ShakraM@bennettjones.com>
Subject: RE: Kobayashi Kyohodo Co. Ltd. et al. v Clearview Garden Estates Inc. et al. - CV-25-00736577-00CL - Scheduling Conference on February 20, 2025

TO THE SERVICE LIST:

In connection with the scheduling conference returnable February 20, 2025, in the above-noted proceedings, please find attached and served upon you pursuant to and in accordance with the *Rules of Civil Procedure* and the E-Service Protocol of the Commercial List, the Aide-Mémoire of the Applicants.

Kind regards,

Josh

Joshua Foster
Associate, Bennett Jones LLP
3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4
T. 416 777 7906 | F. 416 863 1716

BennettJones.com

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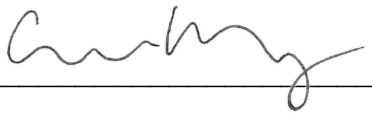
This is **Exhibit "N"** referred to in the

Affidavit of Lorraine Klemens

Sworn before me, this 28th day of February, 2025



CLARE PATRICIA MURRAY

A Commissioner, etc., Province of Ontario, while a Student-at-Law.

Expires April 27, 2026.

Filed: March 16, 2023
File No.: 23H-034

Law Society Tribunal Hearing Division

BETWEEN:

Law Society of Ontario
Applicant
and
Parminder Hundal
Respondent

NOTICE OF APPLICATION – CONDUCT

To the respondent:

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

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

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

Details of the allegations:

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

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

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

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

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

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

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

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

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

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

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

5. The Respondent, when acting for G Ltd. on the attempted purchase of a property on S Street between October 2016 and January 2017:

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

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

c. in addition, or in the alternative to allegation 5.b above, failed to serve her client G Ltd., contrary to rule 3.1-2, by failing to advise all three principals of G Ltd. that one or two principals were potentially in breach of fiduciary duty by diverting corporate funds to themselves and to another corporation.

6. The Respondent, when acting for S Inc. on the attempted purchase of a property on F Avenue between September 2016 and January 2017, acted in circumstances where she ought to have known that she was being used to facilitate fraud, contrary to rule 3.2-7 (b).

7. The Respondent, when acting for G Ltd. on the purchase of a property on Y Street between November 2016 and January 2017, acted in circumstances where she ought to have known that she was being used to facilitate fraud, contrary to rule 3.2-7 (b).

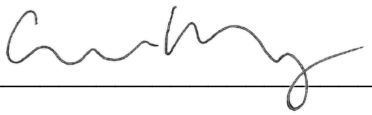
8. The Respondent, when receiving and disbursing funds on the instructions of A.R. or B.P. or both between January and February 2017, acted in circumstances where she ought to have known that she was being used to facilitate fraud, contrary to rule 3.2-7 (b).

9. The Respondent misled another licensee, contrary to rule 2.1-1, by making representations in a letter dated November 27, 2018 about transactions involving G Ltd. that she knew or ought to have known were false or misleading.

This is **Exhibit "O"** referred to in the

Affidavit of Lorraine Klemens

Sworn before me, this 28th day of February, 2025



CLARE PATRICIA MURRAY

A Commissioner, etc., Province of Ontario, while a Student-at-Law.

Expires April 27, 2026.

From:	Amanda McLachlan
To:	ben@sandgecko.ca
Cc:	Sawicki, Patryk; Iqbal, Asim; jason.saltzman@gowlingwlg.com; Mike Shakra; Joshua Foster
Subject:	6211 Colonel Talbot Road, London
Date:	Saturday, February 22, 2025 1:03:09 PM
Attachments:	image001.png Issued Order CV-24-87580(39652086.1).pdf Wire Confirmation - Feb 05 2025 - File 122495 - Parminder Hundal Law Prof Corp in Trust - $1899528.20.pdf
Importance:	High

Mr. Pilehvar,

As you are aware, having been served with the Notice of Application and a Notice of Appearance, Bennett Jones is counsel to Kobayashi Kyohodo Co., Ltd. Mizue Fukiage, Akiko Kobayashi, Yoshiki Fukiage and Toru Fukiage (collectively, the "**Kobayashi Group**").

As you are also aware, the Kobashi Group invested in excess of $21 million in a number of real properties in Ontario (the "**Land Banking Projects**") pursuant to various co-ownership agreements (the "**Co-Ownership Agreements**").

We understand that you entered into a sale on behalf of London Valley IV Inc. ("**LV IV Inc.**") in connection with the sale of 6211 Colonel Talbot Road (the "**LV IV Project**") by LV IV Inc. to Titan Lands Inc (the "**LV IV Transaction**").

As you know, the LV IV Project is one of the Land Banking Projects in which the Kobayashi Group invested. Pursuant to Various Co-Ownership Agreements, the Kobayashi Group holds a $370/512^{th}$ (approximately 72%) undivided beneficial interest in the LV IV Project. Pursuant to the Co-Ownership Agreements, consent from the co-owners of the LV IV Project holding, in aggregate, not less than 51% of the interest in the LV IV Project was required to proceed with the LV IV Transaction. No such consent was obtained by you personally or anyone from the Rozhina Development Group purporting to act on your behalf or otherwise on behalf of LV IV Inc. from the Kobayashi Group, nor was the Kobayashi Group made aware of the LV IV Transaction.

In addition to failing to obtain the required consents under the Co-Ownership Agreements, the sale of the LV IV Project was restrained pursuant to the attached Order of the Ontario Superior Court of Justice dated October 31, 2024 (the "**Hamilton Court Order**") granted in proceedings with the Court File No. CV-24-00087580-0000 (the "**Hamilton Proceedings**"). In particular, we draw your attention to paragraph 5 of the Hamilton Court Order which provides (in part) as follows:

> 5. THIS COURT ORDERS until a final disposition of these proceedings the Respondents First Global Financial Corp., Elena Salvatore, Vincent Salvatore, and Tiberis Capital Corp, together with any employees, agents, assigns, and any person acting on their behalf or in conjunction with them, **and any and all persons with notice of the Order sought herein**, pending final disposition of these proceedings, **be and are hereby**

restrained from, without the written consent of the Applicants, directly or indirectly, by any means whatsoever:

a. **Selling, removing dissipating, alienating, transferring, assigning, encumbering or similarly dealing with their assets, or the assets of any companies which they came to control pursuant to the TGP Canada Transaction**, whether solely owned, wherever situated, including without limitation, any funds received with respect to same;
b. **Listing for sale their assets, or the assts of any other companies which they came to control in accordance with the TGP Canada Transaction**; and
c. Instructing, requesting, counselling, demanding or encouraging any other person to do so; and
d. Facilitating, assigning in, aiding, abetting or participating in any acts which would have the effects of doing do.

You are of course aware of the Hamilton Proceedings and were on notice of the Hamilton Court Order. In fact, you instructed counsel at Gowlings to file materials in support of a motion seeking leave to intervene in the Hamilton Proceedings, in which you swore a lengthy affidavit clearly indicating that you are aware of the Co-Ownership Agreements, among other things. You have also circulated communications in which you purport (without authority) to act on behalf of certain investors and in which you reported on the outcome of the hearing held December 5, 2024, in the Hamilton Proceedings. The LV IV Project was an asset of a company which the respondents in the Hamilton Proceedings came to control pursuant to the TGP Canada Transaction (as defined in the Hamilton Court Order). Accordingly, the sale of the LV IV Project was restrained by the Hamilton Court Order and should not have occurred. Your actions in approving and directing its sale are in clear violation of the Hamilton Court Order.

We understand that the LV IV Transaction closed on or around February 5, 2025 and that Parminder Hundal received $1,899,528.20 as proceeds of sale (the "**Sale Proceeds**") on your behalf. Wire details showing that the Sale Proceeds were paid by the solicitors for the purchaser of the LV IV Project to Ms. Hundal's firm are attached. We have attempted to contact Ms. Hundal – who we understand is employed as General Counsel and Managing Partner at Rozhina Development Group, an organization of which you hold the position of Vice-President. To date she has failed or refused to respond to our communication.

To be clear - pursuant to the Hamilton Court Order, you are restrained from dealing with, assigning or transferring the Sale Proceeds. We require you to instruct Ms. Hundal and /or any other individuals / entities that have come into possession of the funds to refrain from transferring, dissipating or otherwise dealing with the funds, pending further Order of the Ontario Superior Court of Justice.

Please immediately confirm by reply email that Ms. Hundal still has the Sale Proceeds in

her firm's possession that neither you nor Ms. Hundal (or any individuals or entities acting on your behalf, directly or indirectly) will not disburse the Sale Proceeds to any party, subject to further order of the Ontario Superior Court of Justice.

We understand that Gowlings does not act for you in connection with the Commercial List proceedings and you were in the process of engaging alternative counsel. If you have engaged counsel, we ask that you immediately advise us as to who you have engaged to act on your behalf.

We also understand that efforts were made to sell several other properties, including but not limited to the property at 5318 Colonel Talbot Road, London. The sale of this or any other property governed by a Co-Ownership Agreement is prohibited by the Hamilton Court Order. We demand you immediately cease and desist from all such attempts to enter into or close any pending sale transactions pending further Order of the Ontario Superior Court of Justice.

In the circumstances, the Kobayashi Group reserves all of its rights and remedies at law and in equity, including any rights and remedies it may have against you personally regarding the sale of the LV IV Project and any disbursement of the Sale Proceeds in contravention of the Hamilton Court Order and the applicable Co-Owners Agreement. The Kobayashi Group will also pursue legal recourse should any additional properties be sold – up to and including proceedings seeking to find you in contempt of the Hamilton Court Order. We trust this will not be necessary and you will take immediate steps to refrain from further breaches of same.

Regards,

Amanda McLachlan
Partner, Bennett Jones LLP
3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4
T. 416 777 5393 | F. 416 863 1716
BennettJones.com

Court File No. CV-24-00087580-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE	)	THURSDAY, THE 31ST
	)	
JUSTICE MACNEIL	)	DAY OF OCTOBER, 2024

B E T W E E N:

(Court Seal)

TRANS GLOBAL PARTNERS LIMITED, RANDY HOFFNER and PAULINE HOFFNER

Applicants

and

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

Respondents

APPLICATION UNDER ss. 248 of the *Business Corporations Act*, R.S.O. 1990, c. B.16

ORDER

THIS APPLICATION, made by the Applicants for, *inter alia*: (1) an interim and/or interlocutory Order in the form of a Mareva injunction restraining the Respondents from dealing with, disposing of, or dissipating their assets, (2) an Order approving certain Agreements of

Purchase and Sale and allowing for the sale of certain properties, (3) an Order directing the Respondents to disgorge funds, (4) an Order requiring the Respondents to provide an accounting of funds received to date, (5) an Order declaring instruments registered on title for certain properties as invalid and/or unenforceable, (6) an Order permitting the Applicants to enforce their rights under the Share Pledge Agreement, (7) an order discharging cautions registered on certain properties by the Respondent First Global Financial Corp., and (8) certain declaratory relief, was heard this day, at 45 Main Street E., Hamilton, Ontario, L8N 2B7.

ON READING the Consent of the Applicants and the Respondents First Global Financial Corp., Elena Salvatore, and Vincent Salvatore, and being advised by counsel for Mr. Daniel Iandoli of his consent to paragraph 1 and 2 herein,

1. **THIS COURT ORDERS** that the style of cause be amended to replace "FIRST GLOBAL FINANCIAL CORP., ELENA SALVATORE, VINCENT SALVATORE and TIBERIS CAPITAL CORP." with "FIRST GLOBAL FINANCIAL CORP., ELENA SALVATORE, VINCENT SALVATORE, DANNY IANDOLI, and TIBERIS CAPITAL CORP." as the Respondents to this Application.

2. **THIS COURT ORDERS** that the Applicants are hereby granted leave to amend the Application in the form Attached hereto as Schedule "A".

3. **THIS COURT ORDERS** that the above orders are without prejudice to the Applicants rights to bring a further motion to amend the style of cause to add the parties Evangelista Tolfa and Balwinder Cheema.

4. **THIS COURT ORDERS** that the above orders are without prejudice to Evangelista Tolfa and Balwinder Cheema's respective rights to object to any further motion to amend the style of cause to add them as parties to the herein Application;

5. **THIS COURT ORDERS** until a final disposition of these proceedings the Respondents First Global Financial Corp., Elena Salvatore, Vincent Salvatore, and Tiberis Capital Corp, together with any employees, agents, assigns, and any person acting on their behalf or in conjunction with them, and any and all persons with notice of the Order sought herein, pending final disposition of these proceedings, be and are hereby restrained from, without the written consent of the Applicants, directly or indirectly, by any means whatsoever:

(a) Selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with their assets, or the assets of any companies which they came to control pursuant to the TGP Canada Transaction, whether solely or jointly owned, wherever situated, including, without limitation, any funds received with respect to same;

(b) Listing for sale their assets, or the assets of any other companies which they came to control in accordance with the terms of the TGP Canada Transaction;

(c) Instructing, requesting, counselling, demanding or encouraging any other person to do so; and

(d) Facilitating, assigning in, aiding, abetting or participating in any acts which would have the effect of doing so.

(e) Any further receivables obtained in control in accordance with TGP Canada Transaction, including but not limited to any sale to Falco Properties, CBJ-Fort Erie, For Erie Hills Inc. etc.

6. **THIS COURT ORDERS** that the following agreements of purchase and sale are approved and that the sales contemplated therein are allowed to proceed:

(f) the Agreement of Purchase and Sale dated July 30, 2024 and as may be amended and/or assigned from time to time between Talbot Crossing Inc. and Clawson Group Inc. and assigned to Farhi Farming Corporation (the "**5980 Colonel Talbot Purchaser**") and providing a vesting in the 5980 Colonel Talbot Purchaser of the right, title and interest to the lands municipally described as 5980 Colonel Talbot Road, London, ON N6P 1J1 (the "**5980 Colonel Talbot Sale**");

(g) the Agreement of Purchase and Sale dated July 30, 2024 and as may be amended and/or assigned from time to time between London Valley II Inc. and Clawson Group Inc. and assigned to Farhi Farming Corporation ("**6172 Colonel Talbot Purchaser**") and providing a vesting in the 6172 Colonel Talbot Purchaser of the right, title and interest to the lands municipally described as 6172 Colonel Talbot Road, London, ON N6P 1J1 (the "**6172 Colonel Talbot Sale**"); and

(h) the Agreement of Purchase and Sale dated July 30, 2024 and as may be amended and/or assigned from time to time between London Valley V Inc. and Clawson Group Inc. and assigned to Farhi Holdings Corporation and Farhi Farming Corporation (jointly the "**Wonderland Purchasers**") and providing a vesting in

the Wonderland Purchasers of the right, title and interest to the lands municipally described as Wonderland Road. S, PART LOTS 58 & 59 ETR WESTMINSTER, London, ON N6P 1J6 (the "**Wonderland Sale**") (jointly the "**London Property Sales**")

7. **THIS COURT ORDERS** the 5980 Colonel Talbot Purchaser to pay to the Applicants, by way of payment to SimpsonWigle LAW LLP in Trust, the proceeds of the 5980 Colonel Talbot Sale, less the sellers reasonable fees and disbursements (the "**5980 Colonel Talbot Proceeds**");

8. **THIS COURT ORDERS** the 6172 Colonel Talbot Purchaser to pay to the Applicants, by way of payment to SimpsonWigle LAW LLP in Trust, the proceeds of the 6172 Colonel Talbot Sale, less the sellers reasonable fees and disbursements (the " **6172 Colonel Talbot Proceeds**")

9. **THIS COURT ORDERS** the Wonderland Purchasers to pay to the Respondents, by way of payment to SimpsonWigle LAW LLP in Trust, the proceeds of the Wonderland Sale, less the sellers reasonable fees and disbursements (the "**Wonderland Proceeds**" and jointly with the 5980 Colonel Talbo Proceeds and the 6172 Colonel Talbot Proceeds, the "**Sale Proceeds**");

10. **THIS COURT ORDERS** the Milton 525 Holding Inc (the "Chargor"), the chargor with respect to the charge registered on title for the property legally described as PT LTS 7 & 8, CON 3 ESQ , AS IN 335221, EXCEPT 574487 & 679752 ; S/T EW15614 HALTON HILLS/ESQUESING (the "**Halton Hills Property**"), is instructed to pay to SimpsonWigle LAW LLP in trust, from Danny Iandoli's or First Global's entitlement under the mortgage, the difference between the sum of $12,725,776.71, as well as all per diem accrued from October 31, 2024 to the date of payment accruing at the rate of $9,350.83 per day, less the Sale Proceeds, on or before

November 4, 2024 (the "**Payment**"), and is instructed to pay the balance of the principal owing to Danny Iandoli or First Global under the charge to the accountant of the Superior Court of Justice to be held until further order of this Court..

11. **THIS COURT ORDERS** that the Respondent Daniel Iandoli and/or First Global or its counsel will take all steps necessary to inform the Chargor of the herein order.

12. **THIS COURT ORDERS** that from the Payment, SimpsonWigle LAW LLP is entitled to withdraw legal fees incurred to date totalling $238,500.00 (the "Legal Fees").

13. **THIS COURT ORDERS** that the Sales Proceeds and Payment, less Legal Fees, is to be held in trust by SimpsonWigle LAW LLP until November 18, 2024, or further order of this court**;**

14. **THIS COURT ORDERES** that the Applicants shall promptly notify Evangelista Tolfa of this Order by providing her with a copy of same by way of registered mail sent to the address listed for Evangelista Tolfa in the Assignment Agreement dated May 3, 2024 attached as a schedule to the Notice Registered on title for the Halton Hills Property as instrument number HR2030329, being 131 King Street, Terra Cotta, ON L7C 1P2.

15. **THIS COURT ORDERS** that the Applicant shall promptly notify Balwinder Cheema of this Order by providing him with a copy of same sent by way of registered mail sent to the address listed for Balwinder Cheema in the Assignment Agreement dated May 13, 2024 attached as a schedule to the Notice Registered on title for the Halton Hills Property as instrument number HR2031553, being 65 Louvain Drive, Brampton, ON L6P 1Y9.

16. **THIS COURT ORDERS** that the payment of monies to SimpsonWigle LAW LLP in trust is without prejudice to the Applicants rights to bring a motion to obtain the immediate payout of those funds.

17. **THIS COURT ORDERS** that the herein Application is adjourned to November 19, 2024, to be spoken to.

Date of issuance November 4th, 2024
(to be completed by registrar)

B. MacNeil, J.
(Signature of judge, officer or registrar)

Issued and entered electronically by

Alexandre Boulianne
Digitally signed by Alexandre Boulianne
Date: 2024.11.04 09:14:08 -05'00'

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

SCHEDULE "A"

Court File No. CV-24-87580-00000

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

(Court Seal)

TRANS GLOBAL PARTNERS LIMITED, RANDY HOFFNER and PAULINE HOFFNER

Applicants

and

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

Respondents

APPLICATION UNDER ss. 248 of the Business Corporations Act, R.S.O. 1990, c. B.16

AMENDED NOTICE OF APPLICATION

TO THE RESPONDENTS

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

THIS APPLICATION will come on for a hearing *(choose one of the following)*

☐ In person
☐ By telephone conference
☒ By video conference

at the following location:

[location]

(Courthouse address or telephone conference or video conference details, such as a dial-in number, access code, video link, etc. if applicable)

on Thursday, October 31, 2024, at 10:00 a.m., *(or on a day to be set by the registrar)*.

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

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

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

Date _____ Issued by _____
Local Registrar

Address of court office: 45 Main Street E.
Hamilton, Ontario
L8N 2B7

TO: **First Global Financial Corp.**
PH5-801 Lawrence Avenue East
Toronto, Ontario
M3C 3W2

Respondent

AND TO: **Elena Salvatore**
PH5-801 Lawrence Avenue East
Toronto, Ontario
M3C 3W2

Respondent

AND TO: **Vincent Salvatore**
PH5-801 Lawrence Avenue East
Toronto, Ontario
M3C 3W2

Respondent

AND TO: **Tiberis Capital Corp.**
PH5-801 Lawrence Avenue East
Toronto, Ontario
M5C 3W2

Respondent

AND TO: **Danny Iandoli**
2803 – 50 Yorkville Avenue
Toronto, Ontario
M4W 0A3

Respondent

APPLICATION

18. The Applicants Trans Global Partners Limited ("Trans Global"), Randy Hoffner ("**Mr. Hoffner**") and Pauline Hoffner ("**Ms. Hoffner**") make application for: *(State here the precise relief claimed.)*

(a) An order piercing the corporate veil of First Global Financial Corp. and holding the Respondents as liable as for the acts of one another;

(b) An order approving:

(i) the Agreement of Purchase and Sale dated July 30, 2024 and as may be amended and/or assigned from time to time between Talbot Crossing Inc. and Clawson Group Inc. and assigned to Farhi Farming Corporation (the "**5980 Colonel Talbot Purchaser**") and providing a vesting in **5980** Colonel Talbot Purchaser of the right, title and interest to the lands municipally described as 5980 Colonel Talbot Road, London, ON N6P 1J1 (the "**5980 Colonel Talbot Sale**");

(ii) the Agreement of Purchase and Sale dated July 30, 2024 and as may be amended and/or assigned from time to time between London Valley II Inc. and Clawson Group Inc. and assigned to Farhi Farming Corporation ("**6172 Colonel Talbot Purchaser**") and providing a vesting in the 6172 Colonel Talbot Purchaser of the right, title and interest to the lands municipally described as 6172 Colonel Talbot Road, London, ON N6P 1J1 (the "**6172 Colonel Talbot Sale**"); and

(iii) the Agreement of Purchase and Sale dated July 30, 2024 and as may be amended and/or assigned from time to time between London Valley V Inc. and Clawson Group Inc. and assigned to Farhi Holdings Corporation and Farhi Farming Corporation (jointly the "**Wonderland Purchasers**") and providing a vesting in the Wonderland Purchasers of the right, title and interest to the lands municipally described as Wonderland Road. S, PART LOTS 58 & 59 ETR WESTMINSTER, London, ON N6P 1J6 (the "**Wonderland Sale**") (jointly the "**London Property Sales**")

(c) A mandatory Order compelling the Respondents to disgorge to SimpsonWigle LAW LLP in trust the proceeds, less all legitimate fees and costs, of the London Property Sales.

(d) A mandatory order compelling the Respondents to disclose the particulars of all sales of properties owned by First Global or companies which First Global came to control, directly or indirectly, by way of the TGP Canada Transaction as defined below;

(e) A mandatory Order compelling the Respondents to forthwith deliver an accounting of all monies, assets, property or benefits of any kind received by First Global or any company which First Global has control, either directly or indirectly, by way of the TGP Canada Transaction from the sale of any property owned by any of those companies, and the accounting shall include particulars as to how and where the money obtained from the sale was expended or transferred, accompanied with

an order for the disgorgement of such funds and any profits earned thereby by way of payment to SimpsonWigle LAW LLP in trust, or in the alternative, to be paid into court.

(f) An order declaring that the Transfer of Charge registered by Greenvalley Estates Inc. ("**Greenvalley**") on the instructions of First Global, and registered as Instrument Number ER1582697 on July 18, 2024 (the "**Greenvalley Transfer of Charge**") on title to the lands and premises known as:

> PART SOUTH 1/2 LOT 11 CONCESSION 3 BEING PARTS 1 AND 3 ON 33R-2805; EXCEPT 879942 SUBJECT TO ANY INTEREST IN 870207 LONDON/WESTMINSTER,
>
> Being all of PIN 08203-0074 (LT),

And being municipally described as 4423 Highbury Avenue, South, London, Ontario (the "**Highbury Property**")

With respect to the mortgage registered on title for the Highbury Property as instrument number ER1582696 (the "**Highbury Mortgage**") for which Greenvalley is the chargee and ~~Milton 525~~ Dancor Dundas Inc. is the chargor (the "**Highbury Chargor**") is void and/or unenforceable.

(g) A mandatory Order compelling the Respondents to forthwith deliver an accounting of all monies, assets, property or benefits of any kind received by First Global or any company which First Global has control, either directly or indirectly, by way of the TGP Canada Transaction from the Highbury Mortgage, and the accounting

shall include particulars as to how and where the money obtained from the ~~sale~~ Highbury Mortgage was expended or transferred, accompanied with an order for the disgorgement of such funds and any profits earned thereby by way of payment to SimpsonWigle LAW LLP in trust, or in the alternative, to be paid into court.

(h) A mandatory Order directing the Highbury Chargor to pay to SimpsonWigle LAW LLP in trust all monies due and owing by the Highbury Chargor to Greenvalley pursuant to the Highbury Mortgage, as they become due and owing,

(i) An order declaring that the Transfer of Charge registered by the Respondent First Global, and registered as Instrument Number HR2058425 on September 20, 2024 (the "**First Global Transfer of Charge**") on title to the lands and premises known as:

PT LTS 7 & 8, CON 3 ESQ , AS IN 335221, EXCEPT 574487 & 679752 ; S/T EW15614 HALTON HILLS/ESQUESING

Being all of PIN 25022-0014 (LT) (the "**Halton Park Property**")

With respect to the mortgage registered on title for the Halton Park Property as instrument number HR1665994 (the "**Halton Park Mortgage**"), for which Halton Park is the chargee and Milton 525 Holdings Inc. is the chargor (the "**Halton Park Chargor**") is void and/or unenforceable.

(j) A mandatory Order compelling the Respondents to forthwith deliver an accounting of all monies, assets, property or benefits of any kind received by First Global or

any company which First Global has control, either directly or indirectly, by way of the TGP Canada Transaction from the Halton Park Mortgage, and the accounting shall include particulars as to how and where the money obtained from the Halton Park Mortgage was expended or transferred, accompanied with an order for the disgorgement of such funds and any profits earned thereby by way of payment to SimpsonWigle LAW LLP in trust, or in the alternative, to be paid into court.

(k) A mandatory Order directing the Halton Park Chargor to pay into court all monies due and owing by the Halton Park Chargor to the Respondents pursuant to the Halton Park Mortgage, as they become due and owing.

(l) An order that the registration of the cautions against title to the lands legally described in Schedule "A" hereto, be and the same is hereby discharged.

(m) A declaration that the Respondent First Global is in default of the SPAs and the Promissory Notes, as defined below;

(n) A declaration that the Respondent First Global's breach of the Promissory Notes constitutes an "Event of Default" under the Pledge Agreement defined below;

(o) An order in accordance with Article VI "Remedies" of the SPA:

(i) Requiring First Global to transfer all of the Collateral as defined in the SPA (the "Collateral") into the name of Trans Global;

(ii) permitting Trans Global to notify the parties obligated on any of the Collateral to make payment to Trans Global of any amount due or to due thereunder;

(iii) Allowing any officer or director of Trans Global to endorse any cheques, drafts, or other writings in the name of the Respondent First Global to allow the collection of the Collateral;

(iv) permitting Trans Global to take control of any proceeds of the Collateral; and

(v) permitting Trans Global to execute, in the name place and stead of the Respondent First Global, endorsements, assignments, stock powers and other instruments of conveyance or transfer with respect to all or any of the Collateral.

(p) An order, without limiting the forgoing, that Trans Global is empowered to do and take all actions with respect to the Collateral to which it is entitled pursuant to the SPA.

(q) An interim and interlocutory order in the form of a Mareva Injunction restraining the Respondents, together with any employees, agents, assigns, and any person acting on their behalf or in conjunction with them, and any and all persons with notice of the Order sought herein, pending satisfaction of any judgment granted herein, from directly or indirectly, by any means whatsoever:

(i) Selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with their assets, or the assets of any companies which they came to control pursuant to the TGP Canada Transaction, whether solely or jointly owned, wherever situated, including, without limitation, any funds received with respect to same;

(ii) Listing for sale their assets, or the assets of any other companies which they came to control in accordance with the terms of the TGP Canada Transaction;

(iii) Instructing, requesting, counselling, demanding or encouraging any other person to do so; and

(iv) Facilitating, assigning in, aiding, abetting or participating in any acts which would have the effect of doing so.

(r) An order declaring that the Respondents First Global Financial Corp., Elena Salvatore and Vincent Salvatore have acted in a manner that is oppressive, prejudicial and disregards the Applicants interests and that the Applicants are entitled to the relief set out at Section 258 of the *Business Corporations Act*, R.S.O. 1990 (the "*OBCA*").

(s) An Order for damages payable to the Applicants by the Respondents in the amount of $12,444,121.92 plus interest at the default rate of 26.82%.

(t) A declaration pursuant to Section 178(1)(d) and (e) of the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3 (the "*BIA*") that any amounts awarded herein are debts or liabilities that are arising out of fraud, embezzlement, misappropriation or defalcation while acting in a fiduciary capacity, or resulting from obtaining property by false pretences or fraudulent misrepresentation.

(u) An Order abridging the time for filing and service of the application materials, if necessary;

(v) If necessary, an order dispensing with the requirement to deliver a factum on the initial hearing of this Application for interim and/or interlocutory relief;

(w) prejudgment interest in accordance with section 128 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;

(x) postjudgment interest in accordance with section 129 of the *Courts of Justice Act*;

(y) the costs of this proceeding on a substantial indemnity basis, plus all applicable taxes; and

(z) Such further and other Relief as to this Honourable Court may seem just.

THE PARTIES

THE APPLICANT TRANS GLOBAL PARTNERS LIMITED (TRANS GLOBAL") & TIM SHIELDS ("MR. SHIELDS")

19. The Applicant, Trans Global, is a corporation existing under the laws of the special administrative region of Hong King, which operates out of its head office located at 77 City Centre Drive, Suite 602, Mississauga, Ontario L5B 1M5. Prior to in or about June 6, 2024, Trans Global was the registered, legal and beneficial owner of all issued and outstanding shares in the capital of the company TGP Canada Management Inc.

20. While not a party to this Application, Tim Shields ("**Mr. Shields**") is an individual residing in Tokyo, Japan. Mr. Shields was also, during certain times, an officer and director of the Applicant Trans Global. Mr. Shields was an officer and director of the corporations defined below as Land Mutual, Canadian Shield, TSI Group, Titan Shield as well as the Canadian Shield Subsidiary Companies and the Land Shield Subsidiary Companies.

THE APPLICANT RANDY HOFFNER (THE AFFIANT) & 183 ONTARIO LIMITED ("183")

21. The Applicant, Randy Hoffner ("**Mr. Hoffner**"), is an individual residing in the City of Mississauga in the Province of Ontario. Prior to in or about July 4, 2024, he was the beneficial owner of one hundred percent (100%) of the issued and outstanding shares in the corporation 1837732 Ontario Limited. Prior to in or about June 4, 2024, Mr. Hoffner was also an officer and director of the corporations defined below as TGP Canada, Land Mutual, Canadian Shield, TSI Group, Titan Shield as well as the Canadian Shield Subsidiary Companies and the Land Shield Subsidiary Companies.

22. While not a party to this Application, 1837732 Ontario Limited ("**183**") is a corporation incorporated pursuant to the laws of the Province of Ontario.

THE APPLICANT PAULINE HOFFNER ("MS. HOFFNER") AND TGP PROPERTY MANAGEMENT INC. ("TGP PROPERTY")

23. The Applicant Pauline Hoffner ("**Ms. Hoffner**") is an individual residing in the City of City of Mississauga, in the Province of Ontario. Mr. Hoffner is my spouse. Prior to in or about June 4, 2024 Ms. Hoffner was the beneficial owner of one hundred percent (100%) of the issued and outstanding shares in the corporation TGP Property Management Inc.

24. While not a party to this Application, TGP Property Management Inc. ("**TPG Property**"), is a corporation incorporated pursuant to the laws of the Province of Ontario.

TGP CANADA MANAGEMENT INC. ("TGP CANADA") AND 2630306 ONTARIO INC. O/A PAYBANK FINANCIAL ("PAYBANK")

25. While not a party to this Application, TGP Canada Management Inc. ("**TGP Canada**") is a corporation incorporated pursuant to the laws of the Province of Ontario. Prior to in or about June 4, 2024, Trans Global was the registered, legal and beneficial owner of all of the issued and outstanding shares in the capital of TGP Canada.

26. While not a party to this Application, 2630306 Ontario Inc. o/a Paybank Financial ("**Paybank**") is a corporation incorporated pursuant to the laws of the province of Ontario.

TITAN SHIELD INC.

27. While not a party to this Application, Titan Shield Inc. ("**Titan Shield**") is a corporation incorporated pursuant to the laws of the province of Ontario. Titan Shield is the registered, legal

and beneficial owner of all of the issued and outstanding shares in the capital of Trillium Shield Inc.

TRILLIUM SHIELD INC.

28. While not a party to this Application, Trillium Shield Inc. ("**Trillium Shield**") is a corporation incorporated pursuant to the province of Ontario. Trillium Shield is the registered, legal and beneficial owner of all of the issued and outdating shares in the TSI Group of Companies Inc.

TSI GROUP OF COMPANIES INC.

29. While not a party to this Application, TSI Group of Companies Inc. ("**TSI Group**") is a corporation incorporated pursuant to the laws of the province of Ontario. TSI Group, directly or indirectly, is involved with the corporations Land Mutual Inc. and Canadian Shield Inc.

LAND MUTUAL INC. AND THE LAND MUTUAL SUBSIDIARY COMPANIES

30. While not a party to this Application, Land Mutual is a corporation incorporated pursuant to the laws of the Province of Ontario. Land Mutual, directly or indirectly, is involved with various subsidiary companies (jointly the "**Land Mutual Subsidiary Companies**"). The Land Mutual Subsidiary Companies are the owners of various real properties.

CANADIAN SHIELD INC. AND THE CANADIAN SHIELD SUBSIDIARY COMPANIES

31. While not a party to this Application, Canadian Shield is a corporation incorporated pursuant to the laws of the Province of Ontario. Canadian Shield, directly or indirectly, is involved with various subsidiary companies (jointly the "**Canadian Shield Subsidiary Companies**"). The Canadian Shield Subsidiary Companies are the owners of various real properties.

THE RESPONDENTS FIRST GLOBAL FINANCIAL CORP. ("FIRST GLOBAL"), ELENA SALVATORE, VINCENT SALVATORE

32. The Respondent First Global Financial Corp. ("**First Global**" and the "**Respondent"**) is a corporation incorporated pursuant to the laws of the province of Ontario operating from its head office located at PH5-801 Lawrence Ave. East, Toronto, Ontario, M3C 3W2.

33. The Respondent, Elena Salvatore ("**Ms. Salvatore**"), is an individual residing in the City of Toronto in the Province of Ontario. Ms. Salvatore is the sole officer and director of First Global.

34. The Respondent, Vincent Salvatore ("**Mr. Salvatore**" and jointly with First Global and Ms. Salvatore the "**Respondents**"), is an individual residing in the City of Toronto in the Province of Ontario. Mr. Salvatore is married to Ms. Salvatore. Mr. Salvatore, along with Ms. Salvatore, are the governing minds of First Global. Mr. Salvatore is the sole officer and director of the Respondent Tiberis Capital Corp.

35. The Respondent Tiberis Capital Corp. ("**Tiberis**") is a corporation incorporated pursuant to the laws of the province of Ontario. Mr. Salvatore is the sole officer and director of Tiberis. Mr. Salvatore, and potentially Ms. Salvatore, are owners of Tiberis

THE TITAN SHIELD SHARE SALE AND PURCHASE

The TGP Canada Management Inc. Share Purchase Agreement

36. In or about June 4, 2024, TPG Canada as vendor and First Global as purchaser entered into a Share Purchase Agreement (the "**TGP Canada Transaction**") dated June 4, 2024 (the "**TGP Canada SPA**") pursuant to which, *inter alia*,

(a) TGP Canada would sell to First Global all of its shares in Titan Shield (the "**Titan Shield Shares**");

(b) The closing of the purchase and sale of the Titan Shield Shares was to take place on June 4, 2024 (the "**SPA Closing Date**");

(c) First Global agreed to pay to SimpsonWigle LAW LLP ("**SimpsonWigle**"), counsel for Trans Global, in trust, on behalf of Trans Global, the purchase price of Ten Thousand Dollars ($10,000.00) within 7 days of the Closing Date (the "**TGP Canada Purchase Price**"); and

(d) First Global agreed to pay to SimpsonWigle One Hundred Thousand Dollars ($100,000.00) towards legal costs incurred with respect to the transactions referenced in the SPAs within 7 days of the Closing Date (the "**Legal Fees**").

37. It was at all times understood by the parties:

(a) that Trans Global was the ultimate recipient of the TGP Canada Purchase Price to be paid pursuant to the TGP Canada SPA;

(b) that the failure to pay the TGP Canada Purchase Price in accordance with the terms of the TGP Canada SPA would deny Trans Global the benefit of those monies; and

(c) that the Legal Fees to be paid by it in accordance with the TGP Canada SPA was to pay to SimpsonWigle LAW those legal fees incurred by the Applicants in facilitating the sales referenced herein; and

(d) that should it fail, or otherwise refuse to pay the Legal Fees in accordance with the TGP Canada SPA that the Applicants would be required to pay to SimpsonWigle LAW their respective shares of the legal fees incurred in facilitating the herein referenced transactions.

38. Pursuant to the terms of the TGP Canada SPA, upon closing the Respondent would have direct or indirect control of the real properties owned by the Land Mutual Subsidiary Companies and the Canadian Shield Subsidiary Companies.

THE TGP CANADA MANAGEMENT SHARE SALE AND PURCHASE

The Trans Global Partners Limited Share Purchase Agreement

39. In or about June 4, 2024, and immediately following the TGP Canada transaction, Trans Global as vendor and Paybank as Purchaser entered into a share purchase agreement dated June 4, 2024 (the "**Trans Global SPA**") pursuant to which Trans Global sold to Paybank all of its shares in TGP Canada.

The Trans Global Partners Limited Promissory Note

40. First Global executed a promissory note in favour of Trans Global (the "**Trans Global Promissory Note**") the terms of which were, *inter alia*, as follows:

(a) the principal amount of Seven Million Dollars ($7,000.000.00) (the "**Principal Amount**");

(b) the principal amount was to be paid on or before August 3, 2024 unless renewed or extended;

(c) the parties may mutually agree to a renewal or extension of the due date in exchange for an extension/renewal fee of Five Hundred Thousand Dollars ($500,000.00) (the "**Extension Fee**");

(d) the note would be interest free unless a default occurs; and

(e) upon default, interest shall be charged at the rate of 26.82% per annum, calculated semi-annually not in advance, from the date of default;

(f) First Global agreed to:

(i) Deliver a collateral charge in the Principal Amount as against the property municipally referred to as 11720 Highway 27, Vaughan, Ontario (the "**Highway 27 Property**"); and

(ii) Execute a share pledge agreement pledging all of the issued and outstanding shares in Titan Shield and consequently, as a result of said pledge included all of the issued and outstanding shares in Trillium Shield, TSI Group, Land

Mutual Inc, Canadian Shield Inc., Land Mutual Subsidiary Companies and Canadian Shield Subsidiary Companies.

THE TGP PROPERTY MANAGEMENT INC. SHARE SALE AND PURCHASE

The Pauline Hoffner Share Purchase Agreement

41. In or about June 4, 2024, and immediately following the TGP Canada transaction, Ms. Hoffner as vendor and First Global as purchaser entered into a Share Purchase Agreement dated June 4, 2024 (the "**Ms. Hoffner SPA**") the terms of which, *inter alia*, are as follows:

(a) Ms. Hoffner would sell to First Global all of her shares in TGP Property (the "**TGP Property Shares**");

(b) The closing of the purchase and sale of the TGP Property Shares was to take place on the SGA Closing Date;

(c) First Global agreed to pay the purchase price of One Million Five Hundred Thousand Dollars ($1,500,000.00) (the "**Ms. Hoffner Purchase Price**"); and

(d) The Ms. Hoffner Purchase Price was to be paid in full on the Closing Date by way of the delivery of a promissory note, secured by a pledge of shares in Titan Shield (the "**Ms. Hoffner Promissory Note**").

The Pauline Hoffner Promissory Note

42. The Ms. Hoffner Promissory Note was on the same terms as the Trans Global Promissory Note save and except that:

(a) the principal amount would be in the amount of the Ms. Hoffner Purchase Price, being One Million Five Hundred Thousand Dollars ($1,500,000.00); and

(b) the Ms. Hoffner Principal amount was to be paid on or before June 11, 2024 unless renewed or extended.

THE 1837732 ONTARIO INC. SHARE SALE AND PURCHASE

The Randy Hoffner Share Purchase Agreement

43. In or about June 4, 2024, and immediately following the TGP Property transaction, Mr. Hoffner as vendor and First Global as purchaser, entered into a Share Purchase Agreement dated June 4, 2024 (the "**Mr. Hoffner SPA**") the terms of which, *inter alia*, are as follows:

(a) he would sell to First Global all of his shares in 183 (the "**183 Shares**");

(b) the closing of the purchase and sale of the 183 Shares would take place on the SPA Closing Date;

(c) First Global agreed to pay the purchase price of One Million Five Hundred Thousand Dollars ($1,500,000.00) (the **Mr. Hoffner Purchase Price**"); and

(d) The Mr. Hoffner Purchase Price was to be paid in full on the Closing Date by way of the delivery of a promissory note, secured by a pledge of shares in Titan Shield (the "**Mr. Hoffner Promissory Note**").

The Randy Hoffner Promissory Note

44. The Mr. Hoffner Promissory Note was on the same terms as the Trans Global Promissory Note save and except that the principal amount would be in the amount of the Mr. Hoffner Purchase Price being One Million Five Hundred Thousand Dollars ($1,500,000.00).

THE SHARE PLEDGE AGREEMENT

45. In accordance with the terms of the Trans Global Promissory Note, the Ms. Hoffner Promissory Note and the Mr. Hoffner Promissory Note (jointly the "**Promissory Notes**") First Global executed a Share Pledge Agreement dated June 4, 2024 (the "**Pledge Agreement**") in favour of Trans Global, Mr. Hoffner and Ms. Hoffner.

46. The terms of the Pledge Agreement were, *inter alia*, as follows:

(a) In accordance with section 2.1, First Global, as collateral security for the payment and performance of all present and future indebtedness, liabilities and obligations of First Global to the Applicants, First Global granted to the Applicants a continuing security interest in various collateral (the "**Collateral**") including, but not limited to, the following:

(i) all issued and outstanding shares of capital stock in Titan Shield;

(ii) all other shares in Titan Shield acquired by First Global; and

(iii) the proceeds of same.

(b) In accordance with section 4.4, in the Event of Default, which is defined in the Pledge Agreement as a default under the Promissory Notes (the "**Event of Default**"), First Global agreed that:

(i) It is to deliver to one of the Applicants (the "Holder"), as directed by the Applicants, all proceeds of the Collateral to be held by the Holder as additional collateral;

(ii) the Holder may exercise the voting power and all other incidental rights of ownership with respect to the Titan Shield shares or other shares of capital stock constituting Collateral and First Global granted the Applicants an irrevocable proxy to vote the Titan Shield shares and such other Collateral;

(iii) it would deliver any additional proxies and other documents reasonably requested by the Holder that may be necessary to allow the Holder to exercise such voting power;

(c) in accordance with section 6.1 that, in the Event of Default the Holder, on behalf of the Applicants, had certain other remedies available to it including, but not limited to:

(i) the Holder may exercise the rights and remedies of a secured party on default under the PPSA including, but not limited to, selling the Collateral or any part of it; and

(ii) the Holder could:

(1) transfer all or any part of the Collateral into the name of the Holder, or their nominee or assignee;

(2) notify the parties obligated on any of the Collateral to make payment to the Holder of any amount due or to become due thereunder;

(3) enforce collection of any of the Collateral by suit or otherwise;

(4) endorse any cheques, drafts or other writings in First Global's name to allow collection of the collateral;

(5) take control of the proceeds of the Collateral; and

(6) execute, in the name, place and stead of First Global, endorsements, assignments, stock powers and other instruments of conveyance or transfer with respect to all or any of the Collateral;

(iii) First Global agreed to pay to the Applicants the amounts of any and all reasonable expenses, including reasonable fees and disbursements of its counsel and of any expert and agents, which the Applicants may incur in connection with:

(1) Administration of the Pledge Agreement;

(2) The custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral;

(3) The exercise or enforcement of any of the rights of the Applicants under the Pledge Agreement;

(4) The failure of First Global to perform or observe any of the provisions of the Pledge Agreement; and

(5) Advancing of any funds pursuant to the Pledge Agreement.

47. On June 6, 2024, the Applicants, by way of their counsel, registered in the Ontario Personal Property Registry a lien as against First Global as the debtor in favour of the Applicants as secured parties, with respect to the collateral classified as "accounts" and "other" pursuant to the terms of the Pledge Agreement.

THE COLLATERAL MORTGAGE

48. On June 6, 2024, the Applicants, by way of their counsel, registered a charge against the Highway 27 Property (the "**Collateral Mortgage**") as instrument number YR3684667 and immediately thereafter registered an application to change name-instrument to correct the name of Trans Global as Trans Global Partners Limited, as evidenced by instrument number YR3684727.

49. The terms of the Collateral Mortgage include, but are not limited to the following:

(a) The mortgage will be interest free unless a default occurs under the mortgage;

(b) If a default occurs interest will be charged at 26.82% per annum, calculated semi-annually not in advance, from the date of default;

(c) All terms contained in the Promissory Notes are incorporated in the Collateral Mortgage and apply to the Collateral Mortgage;

(d) All fees, charges or payments incurred, expended or paid by the Applicants together with the interest thereon, will be added to the indebtedness to be repaid by the Respondents to the Applicants forthwith and, until repaid, will constitute a charge upon the Highway 27 Property;

(e) That any occurrence of an event of default under the provisions of the Collateral Mortgage will constitute a default under any other charge or security document (the "Security Documents" between the Applicants and the Respondents and default under any of the other Security Documents will constitute an event of default under the provisions of the Collateral Mortgage);

(f) That upon and during the continuance of an event of default under the Collateral Mortgage or a default under the other Security Documents, the Applicants pursue their remedies under those Security Documents; and

(g) Upon default in payment of principal or interest under this Collateral Mortgage, or in the performance of any of the terms and conditions of the Collateral Mortgage, the Applicants may enter into and take possession of the Highway 27 Property.

FIRST GLOBAL FINANCIAL CORP.'S REQUEST FOR AN EXTENSION OF PAYMENT TERMS

50. On agreement between the parties to the SPAs, the Closing Date of the transactions contemplated by the SPAs was extended to June 6, 2024 (the "Amended Closing Date").

51. As of the Amended Closing Date, the Applicants complied with all of their obligations pursuant to the terms of the various SPAs such that by the amended closing date, First Global was the owner of the Titan Shield Shares, the TGP Property Shares and the 183 Shares.

52. Despite the terms of the TGP Canada SPA and the Ms. Hoffner Promissory Note which required payment of the TGP Canada Purchase Price and the Ms. Hoffner Principal Amount (the "Arrears") by June 12, 2024, as of that date no payment had been made by First Global.

53. Pursuant to an agreement between the parties, the deadline for the payment of the Arrears was extended to June 21, 2024 in exchange for First Global agreeing to pay the Extension Fee. Despite this agreement however the Arrears were not paid as of this date. Subsequently the Respondents advised that the amount would be paid within the non-specific period of two weeks.

FIRST GLOBAL FINANCIAL CORP.'S BREACH OF THE SPAS AND PROMISSORY NOTE

54. On July 5, 2024, counsel for the Applicants sent a Notice of Default to the Respondents by way of Registered Mail confirming the Respondents' breach and demanding payment of those amounts due and owing as of that date.

55. On July 16, 2024, when no payment towards the amounts owing had been made by the Respondents, the Applicants' Counsel sent a Notice of Sale Under Charge/Mortgage demanding payment of all outstanding amounts, inclusive of principal, interest and fees, by no later than August 22, 2024, failing which the Applicants would proceed to sell the Highway 27 Property.

56. On September 9, 2024, counsel for the Applicants sent a Notice pursuant to section 63(4) of the *Personal Property Security Act* on behalf of the Applicants, putting First Global on Notice

that, in light of First Global's default, the Applicants intended to enforce their security under the Pledge Agreement (the "PPSA Notice").

57. Despite the PPSA Notice, all amounts owing under the SPAs, Promissory Notes and Collateral Charge remained due and owing, and continued to accrue interest.

58. The Respondents' failure to pay the monies owing under the Ms. Hoffner Promissory Note on June 21, 2024, and under the Mr. Hoffner Promissory Note and the TGP Canada Promissory Note on August 3, 2024, constituted not only a breach of the terms of the Collateral Mortgage but also an Event of Default under the Pledge Agreement pursuant to which the Applicants were permitted to, amongst other things, enforce their security under the Pledge Agreement.

FRAUDULENT AND/OR BAD FAITH ACTIONS OF FIRST GLOBAL FINANCIAL CORP.

59. Despite First Global having not paid any monies owing pursuant to the SPAs and/or the Promissory Notes as well as failing to comply with its obligations under the Pledge Agreement, the Respondents have taken actions with respect to assets they have come to control by way of the SPAs which serves to convert the profits of same to their own benefit.

60. These actions, as hereinafter described, are part of a fraudulent scheme perpetrated by the Respondents (the "Fraudulent Scheme") which was conducted as follows:

(a) The Respondents, utilizing First Global, entered into the Share Purchase Agreements, and primarily the First Global SPA, pursuant to which they agreed to purchase shares in companies that, directly or indirectly, control certain real properties, namely those owned by the Subsidiary Companies;

(b) The Respondents negotiated terms for the TPG Canada SPA pursuant to which First Global received the benefit of TPG Canada Transaction, including taking direct or indict control of those real properties owned by the Subsidiary Companies;

(c) The Respondents negotiated terms for the Promissory Notes pursuant to which First Global could delay making payment thereunder until June 11, 2024, in the case of the Ms. Hoffner Promissory Note, or August 3, 2024, in the case of Trans Global Promissory Note and the Mr. Hoffner Promissory Note;

(d) At all times the Respondents represented that they had sufficient funds to pay those amounts owing pursuant to the Trans Global SPA and the Promissory Notes;

(e) Despite those representations, almost immediately after the closing of the transactions contemplated under the SPAs, the Respondents advised the Applicants that they would not be able to make payment, first until June 21, 2024 and then on June 21, 2024, at some hypothetical period within two (2) weeks;

(f) Almost immediately thereafter the Respondents, utilizing means outlined in more detail below:

(i) Commenced a fire sale of certain real properties they took control, directly or indirectly, pursuant to the terms of the SPAs;

(ii) directed the proceeds of those sales to themselves and/or dispersing them to parties unknown to the Applicants;

(iii) assigned certain receivables which are properly directed to certain Subsidiary Companies to companies which they own; and

(iv) encumbered certain real properties owned by the Subsidiary Companies in order to prevent the Applicants from enforcing their security;

(v) refused to pay liabilities which they had assumed pursuant to the Trans Global SPA resulting in the loss of further assets; and

(vi) generally refused to direct any monies received since the closing of the transactions contemplated by the SPAs to the Applicants despite their clear obligations.

61. The Respondents at all times knew that ultimately the Applicants would enforce their security under the Pledge Agreement which would entitle them to control those companies which Titan Shield, directly or indirectly, controlled including, but not limited to the Subsidiary Companies, and by extension the real properties that they owned. Consequently, the Respondents acted in a manner to strip from those companies as much assets as possible to deprive the Applicants of the benefit of those assets when they did so.

THE SALE OF 4423 HIGHBURY AVENUE SOUTH, LONDON, ONTARIO

62. On August 6, 2024, First Global sold the property municipality referred to as 4423 Highbury Avenue South, London, ON N6N 1J2 (the "**Highbury Property**") owned by Greenvalley Estates Inc. ("**Greenvalley**"), one of the Land Mutual Subsidiary Companies, for the total sum of Nine Million, Nine Hundred Thousand Dollars ($9,900,000.00) of which half was

paid to, presumably, Greenvalley, and the remaining half paid by way of a vendor take back mortgage in favour of Greeenvalley (the "**Highbury Mortgage**").

63. The Applicants have not received any portion of the proceeds received by the Respondents with respect to the sale of the Highbury Property. The Applicants state that these proceeds no longer remain with Greenvalley in as much as they have either been distributed to the Applicants or third parties. Furthermore, on July 18, 2024, Greenvalley registered a Transfer of Charge on title for the Highbury Property, on the instructions of the Respondents, transferring its interest in the Highbury Mortgage to the Respondent Tiberis.

64. These heretofore described actions were designed to benefit the Respondents while denying the Applicants the opportunity to benefit from these assets/receivables should they subsequently enforce their rights under the Pledge Agreement.

ENTERING INTO AN AGREEMENT OF PURCHASE AND SALE OF THE THREE LONDON PROPERTIES

65. On July 30, 2024, Ms. Salvatore entered into three Agreements of Purchase and Sale on behalf of the Land Mutual Subsidiary Companies, Talbot Crossing Inc., London Valley II Inc. and London Valley V Inc. (jointly the "Sellers"), pursuant to which she sought to sell to Clawson Group Inc. (the "**London Properties Sale**") the properties municipally referred to as 5980 Colonel Talbot Road, London , ON N6P 1J1, 6172 Colonel Talbot Road, London, ON N6P 1J1 and Wonderland Road. S, PART LOTS 58 & 59 ETR WESTMINSTER, London, ON N6P 1J6 (jointly the "**London Properties**"), for the total purchase price of Ten Million, Eighteen Thousand, Six Hundred and Seventy-Four Dollars and Twenty-Four Cents ($10,018,674.24). By way of certain

Assignment of Agreement of Purchase and Sale, the purchasers of the London Properties were changed (jointly the "**Purchasers**").

66. In correspondence exchanged between Counsel it was agreed that the closing date to the London Properties Sale would be extended to November 6, 2024, or within 4 days of the Sellers obtaining a court order directing and vesting title to the London Properties to the Purchasers. Failing that the Purchaser's counsel advised that the London Properties Sale would not close without the following:

(a) Satisfactory evidence as to the Officers and Directors authorizing the subject transactions including but not limited to such Corporate Resolutions necessary to give effect to the applicable Agreements of Purchase and Sale and subsequent title transfers, supported by Officers Certificates and executed solicitor Legal Opinions confirming the veracity, execution and validity of the subject Agreements, Transfers of Title, together with the supporting closing documents and Corporate Resolutions and Documents as contemplated by the constating documents of the Corporations;

(b) Sworn Statutory Declarations of the Officers/ Directors of the subject Corporations attesting to but not limited to: the validity of the foregoing documents; the enforceability thereof; the validity of the sale and Transfer of the subject properties; and that there is no other person or entity having an interest in or claim to the subject properties and the proceeds of the sale thereof;

(c) Indemnity's from the Sellers, the Principals and Shareholders indemnifying the Buyers from any claims arising subsequent to the completion of the transactions against the Buyers in respect of any competing parties' potential interest in the properties or the sale proceeds thereof or otherwise; and

(d) Releases from such other Party or entity claiming such interest in the subject properties and/or the proceeds of the sale thereof.

67. The Applicants do not object to the Sellers proceeding with the sale of the London Properties to the Purchasers. However, as a condition of doing so, the Applicants submit they are entitled to the imposition of certain court orders requiring all proceeds from those sales be paid to SimpsonWigle LAW in trust, or, alternatively into court.

68. The Applicants submit that if the Respondents are permitted to proceed with the sale of the London Properties without restrictions, the Respondents will remove, or otherwise transfer those assets by means which will deny the Applicants the ability to benefit from those amounts as part of the enforcement of their rights under the Pledge Agreement.

LISTING OF CERTAIN PROPERTIES BELONGING TO THE LAND MUTUAL SUBSIDIARY COMPANIES AND THE CANADIAN SHIELD SUBSIDIARY COMPANIES

69. The Respondents registered cautions (the "Cautions") against certain properties owned by the Land Mutual Subsidiary Companies, namely:

Property Address	Owner	MLS #	Proposed Price

(unassigned) 0 Sodom Road E., Niagara Falls, ON L2E 6S6	Niagara Estates of Chippawa II Inc.	X9250524	$1.00
(unassigned) 0 Stanley Avenue E. Niagara Falls, ON L2E 0A6	Lyons Creek Niagara Falls Park Inc.	X9250496	$1.00
4001 Weaver Road, Niagara Falls, ON L2G 0S7	Niagara Estates of Chippawa II. Inc.	X9250508	$1.00
2310 Dingman Drive, London, ON N0L 1B0 (incorrectly labeled as 0 Dingman Drive)	Greenvalley Estates II Inc.	X9250090	$3,953,000.00
6211 Colonel Talbot Road, London, ON N6P 1J2	London Valley IV Inc.	X9249955	$3,240,000.00
85 Crooks Street, Fort Erie, ON L2A 4H2	Fort Erie Hills Inc.	X9249962	$14,900,000.00
5318 Colonel Talbot Road, London, ON N6P 1H9	London Valley Inc.	X9249952	$4,365,000.00
9063 Twiss Road, Milton, ON L0P1B0	Randy Hoffner	W9249957	$3,495,000.00

70. The Applicants did not have knowledge of these listings at the time they were made, nor did they consent to the listing of these properties. Furthermore, the Applicants have never consented to the sale of any of these properties and deny that the Respondents are entitled to sell same under the circumstances.

71. While it appears that the aforementioned listings have since been removed, it is unknown to the Applicants whether other properties have been listed and/or if the Respondents are making efforts to sell the properties held by the Land Mutual Subsidiary Companies and/or the Canadian Shield Subsidiary Companies by way of alternative means that would not result in an MLS listing.

72. The Applicants further submit that the property municipally referred to as 9063 Twiss Road, Milton, ON L0P 1B0 (the "**Twiss Property**") is not owned by any company that First Global acquired control, either directly or indirectly, by way of the TGP Canada Transaction. It was, at all times relevant to these proceedings, owned by the Applicant Mr. Hoffner. Despite this, the Respondents still registered a caution against this property. Consequently, it is unclear on what grounds the Respondents believe they were entitled to list a property which they did not control, either directly or indirectly, for sale regardless of whether they had the authority of the owner, which in this case they did not have.

REGISTERING CAUTIONS ON PROPERTIES FOR WHICH IT HAS NO INTEREST

73. On September 11, 2024, being the same day that counsel for the Respondents received the PPSA Notice, First Global registered cautions against eleven (11) properties (the "**Cautions**") owned by the Land Mutual Subsidiary Companies and/or the Canadian Shield Subsidiary Companies. Specifically, First Global registered cautions against the following properties (jointly the "**Encumbered Properties**"):

Property Address	**Owner**	**MLS #**	**Proposed Price**
(unassigned) 0 Sodom Road E., Niagara Falls, ON L2E 6S6	Niagara Estates of Chippawa II Inc.	X9250524	$1.00
(unassigned) 0 Stanley Avenue E. Niagara Falls, ON L2E 0A6	Lyons Creek Niagara Falls Park Inc.	X9250496	$1.00
4001 Weaver Road, Niagara Falls, ON L2G 0S7	Niagara Estates of Chippawa II. Inc.	X9250508	$1.00

2310 Dingman Drive, London, ON N0L 1B0 (incorrectly labeled as 0 Dingman Drive)	Greenvalley Estates II Inc.	X9250090	$3,953,000.00
6211 Colonel Talbot Road, London, ON N6P 1J2	London Valley IV Inc.	X9249955	$3,240,000.00
85 Crooks Street, Fort Erie, ON L2A 4H2	Fort Erie Hills Inc.	X9249962	$14,900,000.00
5318 Colonel Talbot Road, London, ON N6P 1H9	London Valley Inc.	X9249952	$4,365,000.00
9063 Twiss Road, Milton, ON L0P1B0	Randy Hoffner	W9249957	$3,495,000.00

74. The Cautions registered against the Encumbered Properties all indicate that they were registered pursuant to section 71 of the *Land Titles Act*, and that the nature of the interest is "*the caution is being registered by First Global Financial Corp., who claims an ownership interest in the property through its subsidiaries*".

75. The Applicants submit that registering the Cautions on the Encumbered Properties served no purpose but to complicate the Applicants' abilities to enforce their security under the Pledge Agreement.

76. Again, the Twiss Property is not owned by First Global or any company which it acquired control, either directly or indirectly, by way of the TGP Canada Transaction. Despite this, First Global registered a caution against the Twiss Property pursuant to which they have alleged having an ownership interest on same.

77. Despite demands that these Charges be discharged, the Respondents have refused to do so.

LOSS OF CERTAIN PROPERTIES

78. Pursuant to the TGP Canada SPA First Global agreed to assume certain outstanding liabilities at its sole cost and expense. These liabilities included, but were not limited to, that liability provided at:

(a) paragraph 2(b)(xix) namely Niagara Falls Park Inc. is under a notice of sale instituted by Dennis Blain and Lakefront Developments Inc. for monies owing of approximately $5,934,495.00. In accordance with the service of notice of sale and the property has been sold to RA-Tech CAD Services Inc., pursuant to an agreement of purchase and sale dated April 11, 2024, for the sale price of $10,000,000.00 (the "**Niagara Falls Liability**"); and

(b) paragraph 2(b)(xx) namely, Niagara Estates of Chippawa II Inc. is in default under the mortgage in favour of 2229815 Ontario Ltd. for monies owing of approximately $6,288,381.00. A notice of sale has been served on this matter (the "**Chippawa II Liability**").

79. Despite the above, First Global has failed to take any steps to protect the assets subject to the above liabilities. Consequently, and as outlined below, two of the Land Mutual Subsidiary Companies have lost their ownership interest in certain properties.

The Niagara Falls Park Inc. Liability

80. Niagara Falls Park Inc., a corporation incorporated pursuant to the laws of the province of Ontario, as well as one of the Land Mutual Subsidiary Companies, was the owner of the property municipally known as 5021 Garner Road, Niagara Falls, ON L2E 6S4 (the "**Garner Property**").

81. On December 13, 2022, Dennis Blaine and Lakefront Developments Inc. (jointly the "**Garner Chargees**") registered a charge as against the Garner Property (the "**Garner Charge**"). On or about February 8, 2024, the Garner Chargees issued a Notice of Sale Under Charge/Mortgage of Land with respect to the Garner Charge and demanded payment of all amounts owing thereunder.

82. Despite the above, the Respondents failed to make any payments to thee Garner Chargeees or take any steps to avoid the Garner Chargees pursuing the power of sale process. Consequently, on or about July 31, 2024, the Garner Chargees registered a Transfer: Power of Sale pursuant to which title to the Garner Property was transferred to Garner Estates Inc.

<u>The Niagara Estates of Chippawa II Inc. Liability</u>

83. Niagara Estates of Chippawa II Inc. ("**Chippawa II**") is a corporation incorporated pursuant to the laws of the province of Ontario as well as being one of the Land Mutual Subsidiary Companies, and was the owner of the property municipally known as Willick Road and Sodom Road, Niagara Falls, ON (the "**Willick & Sodom Property**").

84. On April 19, 203 2229815 Ontario Inc. (the "**Willick & Sodom Chargee**") registered a charge as against the Willick & Sodom Property. On or about April 25, 2024, the Willick & Sodom Chargee issued a Notice of Sale Under Mortgage with respect to the Willick & Sodom Charge and demanded payment of all amounts owing thereunder.

85. Subsequently, on July 12, 2024, the Willick and Sodom Chargee commenced a foreclosure action (the "**Foreclosure Action**") as against Chippawa II with respect to the Willick & Sodom Charge. The Applicants had no knowledge of the Foreclosure Action, but the Applicants submit that the Respondents did. Despite this, the Respondents took no steps to avoid the foreclosure and on August 30, 2024, the Willick & Sodom Chargee obtained a Default Judgement for Immediate Foreclosure pursuant to which Chippawa II was ordered to deliver to the Willick & Sodom Chargee direct possession of the Willick & Sodom Property.

ASSIGNMENT OF THE HALTON PARK MORTGAGE

86. While not a party to this action, Halton Park Inc. ("**Halton Park**") is a corporation incorporated pursuant to the laws of the province of Ontario. Until in or about November 15, 2019, Halton Park was the owner of the property (the "**Halton Park Property**") legally referred to as:

> PT LTS 7 & 8, CON 3 ESQ , AS IN 335221, EXCEPT 574487 & 679752 ; S/T EW15614 HALTON HILLS/ESQUESING

87. On or about November 15, 2019, Halton Park sold the Halton Park Property to Milton 525 Holdings Inc., a corporation incorporated pursuant to the laws of the province of Ontario for the total consideration of $13,000,000.00. A portion of the purchase price was paid by way of a vendor take back mortgage in the amount of $7,800,000.00 (the "**Halton Park Mortgage**").

88. The terms of the Halton Park Mortgage were, *inter alia*, as follows:

(a) The principal sum of $7,800,000.00 (the "**Halton Park Principal**"); and

(b) The balance due date of November 4, 2024.

The Highway 27 Property Mortgage

89. On or about April 12, 2024, certain Land Mutual Subsidiary Companies (the "**Highway 27 Chargees**") registered a charge in the amount of $45,000,000.00 as against the Highway 27 Property as instrument number YR3666111 (the "**Highway 27 Mortgage**").

Assignment of the Halton Park Mortgage to First Global

90. On or about April 23, 2024, Halton Park and First Global entered into an assignment agreement (the "**Halton Park Assignment Agreement**") pursuant to which Halton Park irrevocably assigned, conveyed, granted and transferred all of its rights with respect to the Halton Park Mortgage to First Global (the "**Assignment**"), in consideration for which First Global agreed to:

(a) an amendment of the Highway 27 Mortgage increasing of the amount of same from $45,000,000.00 to $52,800,000.00, being an increase of $7,800,000.00 (the "**Highway 27 Mortgage Amendment**"); and

(b) irrevocably agreeing and confirming that Halton Park will be considered an additional joint account holder of the Highway 27 Mortgage, notwithstanding it is not legally registered as a charge under the Highway 27 Mortgage.

91. To facilitate the above, First Global, the Highway 27 Chargees and Mr. Salvatore entered into a Charge Amending Agreement dated April 26, 2024, pursuant to which, *inter alia*:

(a) The principal amount of the Highway 27 Mortgage was amended from $45,000,000.00 to $52,800,000;

(b) Additional language was added under the heading of "Additional Provisions" which provided as follows:

e. Upon the occurrence of a Triggering Event (As that term is defined under the Note), the sum of $7,800,000.00 shall become immediately due and payable on June 14, 2024. Failure to pay this amount on this date, shall constitute a default under this Charge entitling the Chargee to enforce all remedies available under the terms of the Charge.

(c) The parties agreed that Halton Park will be considered an additional joint account holder of the Highway 27 Mortgage, notwithstanding it is not legally registered a charge under the Charge.

92. The Proposed Acquisition of Companies referenced above, is what ultimately became the purchases contemplated by the SPAs.

93. On April 26, 2024, a Transfer of Charge was registered on title for the Halton Park Property as instrument number HR2028433 pursuant to which the Halton Park Mortgage was assigned from Halton Park to First Global.

Assignment of Portions of the Halton Park Mortgage to Third Parties

94. On May 3, 2024, pursuant to the terms of an assignment agreement between First Global and Evangelista Tolfa ("**Ms. Tolfa**"), First Global assigned to Ms. Tolfa $1,100,000.00 of the Halton Park Mortgage in exchange for the payment of $1,000,000.00.

95. On May 13, 2024, pursuant to the terms of an assignment agreement between First Global and Balwinder Cheema ("**Mr. Cheema**"), First Global assigned to Mr. Cheema $275,000.00 of the Halton Park Mortgage in exchange for the payment of $250,000.00.

96. The Applicants have no knowledge as to who Ms. Tolfa or Mr. Cheema and their involvement with the Respondents are, nor do they have any knowledge of the circumstances which led to these individuals paying monies to First Global in exchange for the aforementioned Tolfa Amendment and Cheema Amendment (the "Halton Park Mortgage Amendments").

97. The Applicants believe that assigning portions of the Halton Park Mortgage Amendments to these individuals only serves to ensure that $1,375,000.00 of the Halton Park Principal is not recoverable by the Applicants.

98. The Applicants submit that these actions are in breach of the Respondents' duty of good faith owed to the Applicants.

Assignment of the Halton Park Mortgage to Danny Iandoli

99. On September 20, 2024, First Global registered a Transfer of Charge on title for the Halton Park Property as instrument number HR2058425 pursuant to which the Halton Park Mortgage was assigned to Danny Iandoli ("**Mr. Iandoli**"), a resident of Toronto, Ontario (the "**Mr. Iandoli Assignment**").

100. Pursuant to certain correspondence sent to Mr. Hoffner, it is clear that Mr. Iandoli is connected to First Global, Mr. Salvatore and Ms. Salvatore and consequently were aware of:

(a) the Respondents' obligations to First Global under the Promissory Notes and Pledge Agreement;

(b) that the Respondents owed significant sums of money to the Applicants;

(c) that the Applicants were in a position to enforce the Respondents' obligations against them;

(d) that the Applicants could commence litigation as against the Respondents; and

(e) if the Applicants were successful with their litigation, they would be able to collect monies paid to First Global.

101. The Applicants submit that but for the assignment, the funds payable under the Halton Park Mortgage would have been paid to First Global, and consequently would be in its possession should the Applicants take steps to enforce their rights under the Promissory Notes and/or the Pledge Agreement.

102. The Applicants further submit that in choosing to assign the Halton Park Mortgage from First Global to Mr. Iandoli, First Global had no other purpose but to prevent the Applicants from being able to enforce any judgment they might obtain against First Global against those funds. As such, the Applicants submit that this assignment was conducted with the intention of First Global to defeat, hinder or delay the Applicants of their lawful action, suit, debts, accounts, damages, penalties or forfeitures.

103. The Applicants further submit that Mr. Iandoli, in agreeing to have the Halton Park Mortgage assigned to him, knew, or reasonably ought to have known, that he was interfering with

the Applicants' ability to enforce their claim as against those funds which would have been paid to First Global pursuant to the Halton Park Mortgage. In other words, he knew, or reasonably ought to have known, that he was denying the Applicants the ability to collect almost $7,800,000.00 of funds owing to them.

EXPECTATIONS OF THE APPLICANTS

104. The Applicants reasonably believed and expected, among other things, that:

(a) the Respondents had sufficient financing to complete the transactions outlined in the SPAs and to pay all monies owing with respect to same;

(b) the Respondents would not need to sell the real properties it, directly or indirectly, came to own by way of the SPAs to finance its obligations under same

(c) the Respondents would comply with the terms of the SPAs including, but not limited to, paying all monies owing pursuant to same;

(d) the Respondents would comply with the terms of the Promissory Note, including, but not limited to paying all monies owing pursuant to same by the deadlines contained therein, or in the alternative, by no later than the date agreed to by the parties;

(e) the Respondents would comply with their obligations pursuant to the terms of the Pledge Agreement;

(f) in the case where the Respondents defaulted on any of their obligations under the SPAs and/or the Promissory Notes, that they would immediately take all steps possible to cure any such default;

(g) the Respondents would not take any actions which would interfere with the Applicants' ability to enforce their security under the Collateral Mortgage and/or the Share Pledge;

(h) that until such time as the Respondents paid all monies owing to the Applicants by way of the SPAs and/or the Promissory Notes, they would not take any steps to sell those real properties they had come to control, directly or indirectly, pursuant to the terms of the SPAs;

(i) if it was necessary for the Respondents to sell any of those real properties they had come to control, directly or indirectly, prior to the Applicants being paid in full, which should not have been necessary, the proceeds of the sale of any of those real properties would be directed to the Applicants to the credit of the amounts owing under the SPAs and the Promissory Notes;

(j) until such time as the Respondents paid all monies owing to the Applicants by way of the SPAs and/or Promissory Notes, the Respondents would not transfer or assign any rights belonging to those companies which First Global came to control, directly or indirectly, by way of the TPG Canada SPA to any third party including, but not limited to, companies to which the Respondents, or some or one of them own personally;

(k) Until such time as the Respondents had fulfilled all obligations arising under the SPAs and the Promissory Notes, the Respondents would not take any steps with respect to the assets purchased by way of the SPAs without the knowledge and consent of the Applicants;

(l) Until such time as the Respondent had fulfilled all obligations arising under the SPAs and the Promissory Notes, the Respondents would not misappropriate the proceeds of the sale of any real property which it came to control, directly or indirectly, pursuant to the SPAs;

(m) Until such time as the Respondents had fulfilled all obligations arising under the SPAs and the Promissory Notes, the Respondents would not take any action that would dilute, erode or otherwise affect the value of the assets;

(n) Until such time as the Respondents had fulfilled all obligations arising under the SPAs and the Promissory Notes, they would treat the Applicants fairly and comply with all agreements made between them in good faith;

(o) Until such time as the Respondents had paid all monies owing to the Applicants by way of the SPAs and Promissory Notes, First Global, to the extent it assumed outstanding liabilities by way of the TGP Canada SPA, would ensure the default of such liabilities did not result in the loss of assets belonging to any of those companies which the Respondents controlled, directly or indirectly, by way of the TGP Canada SPA;

(p) The Respondents would fulfil their fiduciary obligations to the Applicants until such time as they had complied with all of their obligations under the SPAs and the Promissory Notes.

105. The Respondents have acted in a manner that is in contravention, and is oppressive to all of the above expectations.

THE APPLICANT'S POSITION ON THE RELIEF SOUGHT

106. Given the above, the Applicants are seeking the following relief:

(a) An injunction restraining the Respondents from dealing with, encumber or clouding title to, or causing another party to deal with, encumber or cloud title to, the real property which the Respondents came to control, directly or indirectly, by way of the SPAs. It is the Applicants' position that the actions of the Respondents to date, heretofore described, demonstrate an intention on the part of the Respondents to conduct a Fraudulent Scheme by which they sell, or otherwise transfer, assets in First Global's direct or indirect control, for the purpose of benefiting themselves and depriving the Applicants.

(b) A court order approving the sale of the London Properties and vesting the London Properties to (i) Farhi Farming Corporation as it relates to 5980 Colonel Talbot APS and 6172 Colonel Talbot APS; and (ii) Farhi Farming Corporation and Farhi Holdings Corporation as it relates to the Wonderland APS, but requiring that the proceeds of these transactions, less any reasonable costs and expenses, be paid to SimpsonWigle LAW LLP in trust, or, alternatively, paid into court. It is the

Applicants' position that while the sale of the London Properties should be permitted to proceed, the Applicants are concerned that if the Respondents, or one of the companies for which it has direct or indirect control, is permitted to receive the proceeds of those sales without restriction it will dispose of same in a manner that prioritizes their interests over those interests of the Applicants who, to date, have yet to receive any of the amounts to be paid under the SPAs and the Promissory Notes.

(c) A court order requiring the Respondents to account for the funds they, or one of the companies for which they have direct or indirect control, received pursuant to the sale of the Highbury Property, or any other property for which they have direct or indirect control as a result of the TGP Canada Transaction, and requiring them to pay to SimpsonWigle LAW in trust any portion of those proceeds remaining in First Global's control. At this point in time, it is not known to the Applicants the quantum of the net proceeds of the sale of the Highbury Property but the Applicants are reasonably concerned, given that no portion of those proceeds have ever been paid to the Applicants to the credit of the amounts owing under the SPAs and Promissory notes, that those net proceeds have ben entirely distributed, or if not, should they not be preserved as outlined above, they will be distributed.

(d) A court order reversing the transfer of Greenvalley's interest in the Highbury Charge to the Respondent Tiberis and directing that any further monies to be paid with respect to the Highbury Charge by ~~Milton 525~~ Dancor to Greenvalley be paid to SimpsonWigle LAW LLP in trust. The Applicants submit that this transfer

served no purpose but to direct funds which should have been payable to a company on which the Applicants could enforce their security under the Pledge Agreement, to a company in the control of the Respondents, thus benefiting the Respondents while depriving the Applicants should it become necessary for them to enforce their security under the Pledge Agreement. To the extent the transfer is reversed as requested by the Applicants, the Applicants will require a further order requiring any funds due and owing by ~~Milton 525~~ Dancor to Greenvalley to be paid to SimpsonWigle LAW LLP in trust in order to avoid such funds being dispersed in a manner which benefits the Respondents at the expense of the Applicants.

(e) A court order reversing the transfer of First Global's interest in the Halton Park Mortgage to the Respondent Mr. Iandoli and directing that any further monies to be paid with respect to the Halton Park Mortgage by Milton 525 to First Global be paid to SimpsonWigle LAW LLP in trust. The Applicants submit that this transfer served no purpose but to direct funds which should have been payable to First Global against which the Applicants could have enforced any judgment obtained in the herein proceedings, to a company in the control of a third party who is directly connected to First Global, Mr. Salvatore and Ms. Salavatore, thus benefiting the Respondents while depriving the Applicants. To the extent the transfer is reversed as requested by the Applicants, the Applicants will require a further order requiring any funds due and owing by Milton 525 to First Global to be paid to SimpsonWigle LAW LLP in trust in order to avoid such funds being dispersed in a manner which benefits the Respondents at the expense of the Applicants.

(f) A court order prohibiting the Respondents from listing, or instructing a party to list, any of the real property which they controls, directly or indirectly, as a result of the transaction contemplated under the SPAs and to the extent such listings already exist, an order requiring that they be removed. It is the Applicants' position that the listing of any of the real property over which the Respondents have gained control of, directly or indirectly, pursuant to the SPAs , only serves to impact the Applicants' ability to deal with same in accordance with the terms of the Pledge Agreement.

(g) A court order requiring the Respondents discharge all Cautions registered against the Encumbered Properties. As outlined above, these Cautions serve no purpose but to interfere with the Applicants' ability to enforce their security under the Pledge Agreement in as much as they might prevent the Applicants from selling properties falling within the definition of Collateral as provided in the Pledge Agreement.

(h) A court order requiring that the listing of any of those real properties for which the Respondents took control, directly or indirectly, by way of the TGP Canada Transaction, be immediately withdrawn and preventing further listings in the future by the Respondents. It is the Applicants' position that the listing of any of these real properties by the Respondents, will only serve to complicate, or otherwise interfere with the Applicants' ability to enforce their security by way of the Pledge Agreement.

(i) A court order permitting the Applicants to enforce their rights under the Pledge Agreement. As outlined above, it is the Applicants' position that First Global has breached the terms of the Promissory Note and consequently the Applicants are permitted to enforce their security thereunder which includes, but is not limited to, enforcing their rights under the Pledge Agreement.

(j) The Respondents have taken steps which serve to benefit Mr. Salvatore and Ms. Salvatore in their personal capacity and consequently the Applicants submit they are permitted to an order piercing the corporate veil.

(k) The Applicants submit that:

(i) They are a complainant under section 248 of the *Business Corporations Act*, R.S.O. 1990, Ch. B-16 (the "*BIA*");

(ii) that the business or affairs of the Respondents, or their affiliates are, have been or are threatened to be carried on or conducted in a manner that is oppressive or unfairly prejudicial to or that unfairly disregards the interests of the Applicants;

(iii) that the powers of the director(s) of First Global, or any of its affiliates, have been or are threatened to be exercised in a manner that is oppressive or unfairly prejudicial to or that unfairly disregards the interests of the Applicants; and

(iv) consequently, in accordance with section 248(3) of the *BIA* the Applicants are entitled to the relief sought herein.

107. Section 248 of the *Business Corporations Act*, R.S.O. 1990, Ch. B-16.

108. Rules 3.02, 14 and 38 of the *Rules of Civil Procedure.*

109. Such further and other grounds as the lawyers may advise.

The following documentary evidence will be used at the hearing of the application: (List the affidavits or other documentary evidence to be relied on.)

(a) The Affidavit of Randy Hoffner sworn October 18, 2024 and the exhibits appended thereto;

(b) The Affidavit of Pauline Hoffner sworn October 18, 2024;

(c) The Affidavit of Tim Shields sworn October 17, 2024;

(d) The Supplemental Affidavit of Randy Hoffner sworn October 24, 2024;

(e) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

(Date of issue)

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TRANS GLOBAL PARTNERS LIMITED et al.
Applicants

-and-

FIRST GLOBAL FINANCIAL CORP. et al.
Respondents

Court File No. CV-24-87580-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
HAMILTON

AMENDED NOTICE OF APPLICATION

SimpsonWigle LAW LLP
1 Hunter Street East
Suite 200
Hamilton, Ontario L8N 3W1

George Limberis (LSO #48328T)
Email: GeorgeL@SimpsonWigle.com

Kevin Mitchell (LSO #64736U)
Email: MitchellK@SimpsonWigle.com

Tel: 905-528-8411

Lawyers for the Applicants

TRANS GLOBAL PARTNERS LIMITED et al.
Applicants

-and-

FIRST GLOBAL FINANCIAL CORP. et al.
Respondents

Court File No. CV-24-00087580-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
HAMILTON

ORDER

SimpsonWigle LAW LLP
1 Hunter Street East
Suite 200
Hamilton, Ontario L8N 3W1

George Limberis (LSO #48328T)
Email: GeorgeL@SimpsonWigle.com

Kevin Mitchell (LSO #64736U)
Email: MitchellK@SimpsonWigle.com

Lawyers for the Applicants

3280

Wire Details

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

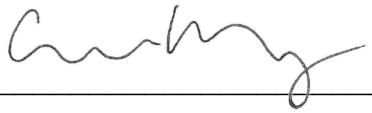
Value Date	Funding Account	Funding Account Name	Amount	Currency	Beneficiary Name	Beneficiary Account or IBAN	Status	Approvals Received:
2025-02-05	03481062053	TRUST	1,899,528.20	CAD	Parminder Hundal Law Professional	1140-5017446	Confirmed	1 of 1

Ordering Customer Account:	03481062053	**Reason for Reject**	
Ordering Customer Name:	MCKENZIE LAKE LAWYERS LLP	**Beneficiary Address:**	Corporation, in trust,490 Bramalea Road, Unit 104,Brampton,ON,L6T 2H2,CA
Ordering Customer Address:	140 FULLARTON STREET,SUITE 1800,LONDON,Ontario N6A,5P2,CA		
Primary Contact Number of Ordering Customer:		**Beneficiary Bank ID:**	000411402
Primary Contact Name of Ordering Customer:		**Beneficiary Bank ID Type:**	CC
Wire Type:	Commercial	**Beneficiary Bank Name:**	Toronto-Dominion Bank
Entry Type:	Freeform	**Beneficiary Bank Address:**	10990 Airport Road,BRAMPTON,ON,L6R 0E1,CA
Template Name:		**Account with Institution Bank ID:**	
Charges:	BEN - Additional routing charges will be paid by the beneficiary	**Account with Institution Bank ID Type:**	
Exchange Rate:	1.0	**Account with Institution Bank Name:**	
Revised Value Date:	2025-02-05	**Account with Institution Bank Address:**	
Converted Amount:	1,899,528.20 CAD	**Intermediary Bank ID:**	
		Intermediary Bank ID Type:	
		Intermediary Bank Name:	
		Intermediary Bank Address:	
Purpose of wire:	Balance due on closing MKLK 122495		
Reference Number:	WW25020566539364 - BCA250205303065 - LVTS8VHKLPY5UTR2	**Sender To Receiver Information:**	
Created By:	JOSMOND	**Related Reference No:**	
Create Date:	2025-02-05 11:34 AM	**IMAD Reference Number:**	LVTS8VHKLPY5UTR2
Last Approved By:	KCENIZA		
Last Action Date:	2025-02-05 11:39 AM		

This is **Exhibit "P"** referred to in the

Affidavit of Lorraine Klemens

Sworn before me, this 28th day of February, 2025



CLARE PATRICIA MURRAY

A Commissioner, etc., Province of Ontario, while a Student-at-Law.

Expires April 27, 2026.

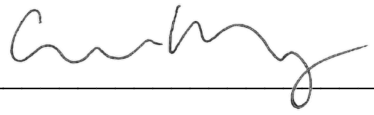
From: BenP
To: Amanda McLachlan
Subject: Read: 6211 Colonel Talbot Road, London
Date: Tuesday, February 25, 2025 1:01:29 PM
Importance: High

Your message
To: BenP
Subject: 6211 Colonel Talbot Road, London
Sent: Saturday, February 22, 2025 1:03:22 PM (UTC-05:00) Eastern Time (US & Canada)
was read on Saturday, February 22, 2025 1:04:24 PM (UTC-05:00) Eastern Time (US & Canada).

This is **Exhibit "Q"** referred to in the

Affidavit of Lorraine Klemens

Sworn before me, this 28th day of February, 2025



CLARE PATRICIA MURRAY

A Commissioner, etc., Province of Ontario, while a Student-at-Law.

Expires April 27, 2026.

From:	Mike Shakra
To:	sajid@amslegal.ca
Cc:	Amanda McLachlan; Joshua Foster
Subject:	5318 Colonel Talbot Road
Date:	Saturday, February 22, 2025 11:58:58 PM
Attachments:	image001.png Issued Order CV-24-87580(39652086.1).pdf

Mr. Mahmood:

Bennett Jones is counsel to Kobayashi Kyohodo Co., Ltd. Mizue Fukiage, Akiko Kobayashi, Yoshiki Fukiage and Toru Fukiage (collectively, the "**Kobayashi Group**").

The Kobashi Group, together with other members of the Kobayashi family, invested in excess of $21 million in a number of real properties in Ontario (the "**Land Banking Projects**") pursuant to various co-ownership agreements (the "**Co-Ownership Agreements**").

We understand that you are acting as counsel to Behzad Pilehvar and London Valley Inc. ("**LV Inc.**") in connection with the sale of 5318 Colonel Talbot Road (the "**LV Project**") by LV Inc. (the "**LV Transaction**").

The LV Project is one of the Land Banking Projects in which the Kobayashi Group invested. Pursuant to various co-ownership agreements (the "**Co-Ownership Agreements**"), the Kobayashi Group holds a 45/578th (approximately 8%) undivided beneficial interest in the LV Project. Pursuant to the Co-Ownership Agreements, consent from the co-owners of the LV Project holding, in aggregate, not less than 51% of the interest in the LV Project is required to proceed with the LV Transaction. We note that no consent was sought from the Kobayashi Group for the LV Transaction and the Kobayashi Group was not provided with notice of the LV Transaction.

In addition, the ability to proceed with the LV Transaction is currently restrained pursuant to the attached Order of the Ontario Superior Court of Justice dated October 31, 2024 (the "**Hamilton Court Order**") granted in proceedings bearing court file no. CV-24-00087580-0000 (the "**Hamilton Proceedings**"). In particular, we draw your attention to paragraph 5 of the Hamilton Court Order which provides (in part) as follows:

> 5. THIS COURT ORDERS until a final disposition of these proceedings the Respondents First Global Financial Corp., Elena Salvatore, Vincent Salvatore, and Tiberis Capital Corp, together with any employees, agents, assigns, and any person acting on their behalf or in conjunction with them, **and any and all persons with notice of the Order sought herein**, pending final disposition of these proceedings, **be and are hereby restrained from, without the written consent of the Applicants**, directly or indirectly, by any means whatsoever:
>
> a. **Selling, removing dissipating, alienating, transferring, assigning,**

encumbering or similarly dealing with their assets, or the assets of any companies which they came to control pursuant to the TGP Canada Transaction, whether solely owned, wherever situated, including without limitation, any funds received with respect to same;

b. **Listing for sale their assets, or the assts of any other companies which they came to control in accordance with the TGP Canada Transaction**; and

c. Instructing, requesting, counselling, demanding or encouraging any other person to do so; and

d. Facilitating, assigning in, aiding, abetting or participating in any acts which would have the effects of doing do.

Mr. Pilehvar is aware of the Hamilton Proceedings and is a person who had notice of the Hamilton Court Order. In fact, Mr. Pilehvar filed materials in support of a motion seeking leave to intervene in the Hamilton Proceedings. The LV Project is an asset of a company which the respondents in the Hamilton Proceedings came to control pursuant to the TGP Canada Transaction (as defined in the Hamilton Court Order). Accordingly, the sale of the LV Project is restrained by the Hamilton Court Order and cannot proceed.

Please immediately confirm by reply email that your firm will not take any further steps in respect of the LV Project, including any steps to facilitate a sale of the LV Project or the registration of any encumbrance against the LV Project, subject to further order of the Ontario Superior Court of Justice.

In the circumstances, the Kobayashi Group reserves all of its rights and remedies at law and in equity, including any rights and remedies it may have against you personally or your clients regarding the sale of, or the registration of any encumbrance against, the LV Project.

Best,

Mike

Mike Shakra
Partner,* Bennett Jones LLP
*Denotes Professional Corporation
3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4
T. 416 777 6236 | F. 416 863 1716 | M. 647 262 7741
BennettJones.com

Court File No. CV-24-00087580-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE	)	THURSDAY, THE 31ST
	)	
JUSTICE MACNEIL	)	DAY OF OCTOBER, 2024

B E T W E E N:

(Court Seal)

TRANS GLOBAL PARTNERS LIMITED, RANDY HOFFNER and PAULINE HOFFNER

Applicants

and

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

Respondents

APPLICATION UNDER ss. 248 of the *Business Corporations Act*, R.S.O. 1990, c. B.16

ORDER

THIS APPLICATION, made by the Applicants for, *inter alia*: (1) an interim and/or interlocutory Order in the form of a Mareva injunction restraining the Respondents from dealing with, disposing of, or dissipating their assets, (2) an Order approving certain Agreements of

Purchase and Sale and allowing for the sale of certain properties, (3) an Order directing the Respondents to disgorge funds, (4) an Order requiring the Respondents to provide an accounting of funds received to date, (5) an Order declaring instruments registered on title for certain properties as invalid and/or unenforceable, (6) an Order permitting the Applicants to enforce their rights under the Share Pledge Agreement, (7) an order discharging cautions registered on certain properties by the Respondent First Global Financial Corp., and (8) certain declaratory relief, was heard this day, at 45 Main Street E., Hamilton, Ontario, L8N 2B7.

ON READING the Consent of the Applicants and the Respondents First Global Financial Corp., Elena Salvatore, and Vincent Salvatore, and being advised by counsel for Mr. Daniel Iandoli of his consent to paragraph 1 and 2 herein,

1. **THIS COURT ORDERS** that the style of cause be amended to replace "FIRST GLOBAL FINANCIAL CORP., ELENA SALVATORE, VINCENT SALVATORE and TIBERIS CAPITAL CORP." with "FIRST GLOBAL FINANCIAL CORP., ELENA SALVATORE, VINCENT SALVATORE, DANNY IANDOLI, and TIBERIS CAPITAL CORP." as the Respondents to this Application.

2. **THIS COURT ORDERS** that the Applicants are hereby granted leave to amend the Application in the form Attached hereto as Schedule "A".

3. **THIS COURT ORDERS** that the above orders are without prejudice to the Applicants rights to bring a further motion to amend the style of cause to add the parties Evangelista Tolfa and Balwinder Cheema.

4. **THIS COURT ORDERS** that the above orders are without prejudice to Evangelista Tolfa and Balwinder Cheema's respective rights to object to any further motion to amend the style of cause to add them as parties to the herein Application;

5. **THIS COURT ORDERS** until a final disposition of these proceedings the Respondents First Global Financial Corp., Elena Salvatore, Vincent Salvatore, and Tiberis Capital Corp, together with any employees, agents, assigns, and any person acting on their behalf or in conjunction with them, and any and all persons with notice of the Order sought herein, pending final disposition of these proceedings, be and are hereby restrained from, without the written consent of the Applicants, directly or indirectly, by any means whatsoever:

(a) Selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with their assets, or the assets of any companies which they came to control pursuant to the TGP Canada Transaction, whether solely or jointly owned, wherever situated, including, without limitation, any funds received with respect to same;

(b) Listing for sale their assets, or the assets of any other companies which they came to control in accordance with the terms of the TGP Canada Transaction;

(c) Instructing, requesting, counselling, demanding or encouraging any other person to do so; and

(d) Facilitating, assigning in, aiding, abetting or participating in any acts which would have the effect of doing so.

(e) Any further receivables obtained in control in accordance with TGP Canada Transaction, including but not limited to any sale to Falco Properties, CBJ-Fort Erie, For Erie Hills Inc. etc.

6. **THIS COURT ORDERS** that the following agreements of purchase and sale are approved and that the sales contemplated therein are allowed to proceed:

(f) the Agreement of Purchase and Sale dated July 30, 2024 and as may be amended and/or assigned from time to time between Talbot Crossing Inc. and Clawson Group Inc. and assigned to Farhi Farming Corporation (the "**5980 Colonel Talbot Purchaser**") and providing a vesting in the 5980 Colonel Talbot Purchaser of the right, title and interest to the lands municipally described as 5980 Colonel Talbot Road, London, ON N6P 1J1 (the "**5980 Colonel Talbot Sale**");

(g) the Agreement of Purchase and Sale dated July 30, 2024 and as may be amended and/or assigned from time to time between London Valley II Inc. and Clawson Group Inc. and assigned to Farhi Farming Corporation ("**6172 Colonel Talbot Purchaser**") and providing a vesting in the 6172 Colonel Talbot Purchaser of the right, title and interest to the lands municipally described as 6172 Colonel Talbot Road, London, ON N6P 1J1 (the "**6172 Colonel Talbot Sale**"); and

(h) the Agreement of Purchase and Sale dated July 30, 2024 and as may be amended and/or assigned from time to time between London Valley V Inc. and Clawson Group Inc. and assigned to Farhi Holdings Corporation and Farhi Farming Corporation (jointly the "**Wonderland Purchasers**") and providing a vesting in

the Wonderland Purchasers of the right, title and interest to the lands municipally described as Wonderland Road. S, PART LOTS 58 & 59 ETR WESTMINSTER, London, ON N6P 1J6 (the "**Wonderland Sale**") (jointly the "**London Property Sales**")

7. **THIS COURT ORDERS** the 5980 Colonel Talbot Purchaser to pay to the Applicants, by way of payment to SimpsonWigle LAW LLP in Trust, the proceeds of the 5980 Colonel Talbot Sale, less the sellers reasonable fees and disbursements (the "**5980 Colonel Talbot Proceeds**");

8. **THIS COURT ORDERS** the 6172 Colonel Talbot Purchaser to pay to the Applicants, by way of payment to SimpsonWigle LAW LLP in Trust, the proceeds of the 6172 Colonel Talbot Sale, less the sellers reasonable fees and disbursements (the " **6172 Colonel Talbot Proceeds**")

9. **THIS COURT ORDERS** the Wonderland Purchasers to pay to the Respondents, by way of payment to SimpsonWigle LAW LLP in Trust, the proceeds of the Wonderland Sale, less the sellers reasonable fees and disbursements (the "**Wonderland Proceeds**" and jointly with the 5980 Colonel Talbo Proceeds and the 6172 Colonel Talbot Proceeds, the "**Sale Proceeds**");

10. **THIS COURT ORDERS** the Milton 525 Holding Inc (the "Chargor"), the chargor with respect to the charge registered on title for the property legally described as PT LTS 7 & 8, CON 3 ESQ , AS IN 335221, EXCEPT 574487 & 679752 ; S/T EW15614 HALTON HILLS/ESQUESING (the "**Halton Hills Property**"), is instructed to pay to SimpsonWigle LAW LLP in trust, from Danny Iandoli's or First Global's entitlement under the mortgage, the difference between the sum of $12,725,776.71, as well as all per diem accrued from October 31, 2024 to the date of payment accruing at the rate of $9,350.83 per day, less the Sale Proceeds, on or before

November 4, 2024 (the "**Payment**"), and is instructed to pay the balance of the principal owing to Danny Iandoli or First Global under the charge to the accountant of the Superior Court of Justice to be held until further order of this Court..

11. **THIS COURT ORDERS** that the Respondent Daniel Iandoli and/or First Global or its counsel will take all steps necessary to inform the Chargor of the herein order.

12. **THIS COURT ORDERS** that from the Payment, SimpsonWigle LAW LLP is entitled to withdraw legal fees incurred to date totalling $238,500.00 (the "Legal Fees").

13. **THIS COURT ORDERS** that the Sales Proceeds and Payment, less Legal Fees, is to be held in trust by SimpsonWigle LAW LLP until November 18, 2024, or further order of this court**;**

14. **THIS COURT ORDERES** that the Applicants shall promptly notify Evangelista Tolfa of this Order by providing her with a copy of same by way of registered mail sent to the address listed for Evangelista Tolfa in the Assignment Agreement dated May 3, 2024 attached as a schedule to the Notice Registered on title for the Halton Hills Property as instrument number HR2030329, being 131 King Street, Terra Cotta, ON L7C 1P2.

15. **THIS COURT ORDERS** that the Applicant shall promptly notify Balwinder Cheema of this Order by providing him with a copy of same sent by way of registered mail sent to the address listed for Balwinder Cheema in the Assignment Agreement dated May 13, 2024 attached as a schedule to the Notice Registered on title for the Halton Hills Property as instrument number HR2031553, being 65 Louvain Drive, Brampton, ON L6P 1Y9.

16. **THIS COURT ORDERS** that the payment of monies to SimpsonWigle LAW LLP in trust is without prejudice to the Applicants rights to bring a motion to obtain the immediate payout of those funds.

17. **THIS COURT ORDERS** that the herein Application is adjourned to November 19, 2024, to be spoken to.

Date of issuance November 4th, 2024
(to be completed by registrar)

B. MacNeil, J.
(Signature of judge, officer or registrar)

Issued and entered electronically by

Alexandre Boulianne
Digitally signed by Alexandre Boulianne
Date: 2024.11.04 09:14:08 -05'00'

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

SCHEDULE "A"

Court File No. CV-24-87580-00000

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

(Court Seal)

TRANS GLOBAL PARTNERS LIMITED, RANDY HOFFNER and PAULINE HOFFNER

Applicants

and

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

Respondents

APPLICATION UNDER ss. 248 of the Business Corporations Act, R.S.O. 1990, c. B.16

AMENDED NOTICE OF APPLICATION

TO THE RESPONDENTS

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

THIS APPLICATION will come on for a hearing *(choose one of the following)*

☐ In person
☐ By telephone conference
☒ By video conference

at the following location:

[location]

(Courthouse address or telephone conference or video conference details, such as a dial-in number, access code, video link, etc. if applicable)

on Thursday, October 31, 2024, at 10:00 a.m., *(or on a day to be set by the registrar)*.

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

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

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

Date _____ Issued by _____
Local Registrar

Address of court office: 45 Main Street E.
Hamilton, Ontario
L8N 2B7

TO: **First Global Financial Corp.**
PH5-801 Lawrence Avenue East
Toronto, Ontario
M3C 3W2

Respondent

AND TO: **Elena Salvatore**
PH5-801 Lawrence Avenue East
Toronto, Ontario
M3C 3W2

Respondent

AND TO: **Vincent Salvatore**
PH5-801 Lawrence Avenue East
Toronto, Ontario
M3C 3W2

Respondent

AND TO: **Tiberis Capital Corp.**
PH5-801 Lawrence Avenue East
Toronto, Ontario
M5C 3W2

Respondent

AND TO: **Danny Iandoli**
2803 – 50 Yorkville Avenue
Toronto, Ontario
M4W 0A3

Respondent

APPLICATION

18. The Applicants Trans Global Partners Limited ("Trans Global"), Randy Hoffner ("**Mr. Hoffner**") and Pauline Hoffner ("**Ms. Hoffner**") make application for: *(State here the precise relief claimed.)*

(a) An order piercing the corporate veil of First Global Financial Corp. and holding the Respondents as liable as for the acts of one another;

(b) An order approving:

(i) the Agreement of Purchase and Sale dated July 30, 2024 and as may be amended and/or assigned from time to time between Talbot Crossing Inc. and Clawson Group Inc. and assigned to Farhi Farming Corporation (the "**5980 Colonel Talbot Purchaser**") and providing a vesting in **5980** Colonel Talbot Purchaser of the right, title and interest to the lands municipally described as 5980 Colonel Talbot Road, London, ON N6P 1J1 (the "**5980 Colonel Talbot Sale**");

(ii) the Agreement of Purchase and Sale dated July 30, 2024 and as may be amended and/or assigned from time to time between London Valley II Inc. and Clawson Group Inc. and assigned to Farhi Farming Corporation ("**6172 Colonel Talbot Purchaser**") and providing a vesting in the 6172 Colonel Talbot Purchaser of the right, title and interest to the lands municipally described as 6172 Colonel Talbot Road, London, ON N6P 1J1 (the "**6172 Colonel Talbot Sale**"); and

(iii) the Agreement of Purchase and Sale dated July 30, 2024 and as may be amended and/or assigned from time to time between London Valley V Inc. and Clawson Group Inc. and assigned to Farhi Holdings Corporation and Farhi Farming Corporation (jointly the "**Wonderland Purchasers**") and providing a vesting in the Wonderland Purchasers of the right, title and interest to the lands municipally described as Wonderland Road. S, PART LOTS 58 & 59 ETR WESTMINSTER, London, ON N6P 1J6 (the "**Wonderland Sale**") (jointly the "**London Property Sales**")

(c) A mandatory Order compelling the Respondents to disgorge to SimpsonWigle LAW LLP in trust the proceeds, less all legitimate fees and costs, of the London Property Sales.

(d) A mandatory order compelling the Respondents to disclose the particulars of all sales of properties owned by First Global or companies which First Global came to control, directly or indirectly, by way of the TGP Canada Transaction as defined below;

(e) A mandatory Order compelling the Respondents to forthwith deliver an accounting of all monies, assets, property or benefits of any kind received by First Global or any company which First Global has control, either directly or indirectly, by way of the TGP Canada Transaction from the sale of any property owned by any of those companies, and the accounting shall include particulars as to how and where the money obtained from the sale was expended or transferred, accompanied with

an order for the disgorgement of such funds and any profits earned thereby by way of payment to SimpsonWigle LAW LLP in trust, or in the alternative, to be paid into court.

(f) An order declaring that the Transfer of Charge registered by Greenvalley Estates Inc. ("**Greenvalley**") on the instructions of First Global, and registered as Instrument Number ER1582697 on July 18, 2024 (the "**Greenvalley Transfer of Charge**") on title to the lands and premises known as:

> PART SOUTH 1/2 LOT 11 CONCESSION 3 BEING PARTS 1 AND 3 ON 33R-2805; EXCEPT 879942 SUBJECT TO ANY INTEREST IN 870207 LONDON/WESTMINSTER,
>
> Being all of PIN 08203-0074 (LT),

And being municipally described as 4423 Highbury Avenue, South, London, Ontario (the "**Highbury Property**")

With respect to the mortgage registered on title for the Highbury Property as instrument number ER1582696 (the "**Highbury Mortgage**") for which Greenvalley is the chargee and ~~Milton 525~~ Dancor Dundas Inc. is the chargor (the "**Highbury Chargor**") is void and/or unenforceable.

(g) A mandatory Order compelling the Respondents to forthwith deliver an accounting of all monies, assets, property or benefits of any kind received by First Global or any company which First Global has control, either directly or indirectly, by way of the TGP Canada Transaction from the Highbury Mortgage, and the accounting

shall include particulars as to how and where the money obtained from the ~~sale~~ Highbury Mortgage was expended or transferred, accompanied with an order for the disgorgement of such funds and any profits earned thereby by way of payment to SimpsonWigle LAW LLP in trust, or in the alternative, to be paid into court.

(h) A mandatory Order directing the Highbury Chargor to pay to SimpsonWigle LAW LLP in trust all monies due and owing by the Highbury Chargor to Greenvalley pursuant to the Highbury Mortgage, as they become due and owing,

(i) An order declaring that the Transfer of Charge registered by the Respondent First Global, and registered as Instrument Number HR2058425 on September 20, 2024 (the "**First Global Transfer of Charge**") on title to the lands and premises known as:

PT LTS 7 & 8, CON 3 ESQ , AS IN 335221, EXCEPT 574487 & 679752 ; S/T EW15614 HALTON HILLS/ESQUESING

Being all of PIN 25022-0014 (LT) (the "**Halton Park Property**")

With respect to the mortgage registered on title for the Halton Park Property as instrument number HR1665994 (the "**Halton Park Mortgage**"), for which Halton Park is the chargee and Milton 525 Holdings Inc. is the chargor (the "**Halton Park Chargor**") is void and/or unenforceable.

(j) A mandatory Order compelling the Respondents to forthwith deliver an accounting of all monies, assets, property or benefits of any kind received by First Global or

any company which First Global has control, either directly or indirectly, by way of the TGP Canada Transaction from the Halton Park Mortgage, and the accounting shall include particulars as to how and where the money obtained from the Halton Park Mortgage was expended or transferred, accompanied with an order for the disgorgement of such funds and any profits earned thereby by way of payment to SimpsonWigle LAW LLP in trust, or in the alternative, to be paid into court.

(k) A mandatory Order directing the Halton Park Chargor to pay into court all monies due and owing by the Halton Park Chargor to the Respondents pursuant to the Halton Park Mortgage, as they become due and owing.

(l) An order that the registration of the cautions against title to the lands legally described in Schedule "A" hereto, be and the same is hereby discharged.

(m) A declaration that the Respondent First Global is in default of the SPAs and the Promissory Notes, as defined below;

(n) A declaration that the Respondent First Global's breach of the Promissory Notes constitutes an "Event of Default" under the Pledge Agreement defined below;

(o) An order in accordance with Article VI "Remedies" of the SPA:

(i) Requiring First Global to transfer all of the Collateral as defined in the SPA (the "Collateral") into the name of Trans Global;

(ii) permitting Trans Global to notify the parties obligated on any of the Collateral to make payment to Trans Global of any amount due or to due thereunder;

(iii) Allowing any officer or director of Trans Global to endorse any cheques, drafts, or other writings in the name of the Respondent First Global to allow the collection of the Collateral;

(iv) permitting Trans Global to take control of any proceeds of the Collateral; and

(v) permitting Trans Global to execute, in the name place and stead of the Respondent First Global, endorsements, assignments, stock powers and other instruments of conveyance or transfer with respect to all or any of the Collateral.

(p) An order, without limiting the forgoing, that Trans Global is empowered to do and take all actions with respect to the Collateral to which it is entitled pursuant to the SPA.

(q) An interim and interlocutory order in the form of a Mareva Injunction restraining the Respondents, together with any employees, agents, assigns, and any person acting on their behalf or in conjunction with them, and any and all persons with notice of the Order sought herein, pending satisfaction of any judgment granted herein, from directly or indirectly, by any means whatsoever:

(i) Selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with their assets, or the assets of any companies which they came to control pursuant to the TGP Canada Transaction, whether solely or jointly owned, wherever situated, including, without limitation, any funds received with respect to same;

(ii) Listing for sale their assets, or the assets of any other companies which they came to control in accordance with the terms of the TGP Canada Transaction;

(iii) Instructing, requesting, counselling, demanding or encouraging any other person to do so; and

(iv) Facilitating, assigning in, aiding, abetting or participating in any acts which would have the effect of doing so.

(r) An order declaring that the Respondents First Global Financial Corp., Elena Salvatore and Vincent Salvatore have acted in a manner that is oppressive, prejudicial and disregards the Applicants interests and that the Applicants are entitled to the relief set out at Section 258 of the *Business Corporations Act*, R.S.O. 1990 (the "*OBCA*").

(s) An Order for damages payable to the Applicants by the Respondents in the amount of $12,444,121.92 plus interest at the default rate of 26.82%.

(t) A declaration pursuant to Section 178(1)(d) and (e) of the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3 (the "*BIA*") that any amounts awarded herein are debts or liabilities that are arising out of fraud, embezzlement, misappropriation or defalcation while acting in a fiduciary capacity, or resulting from obtaining property by false pretences or fraudulent misrepresentation.

(u) An Order abridging the time for filing and service of the application materials, if necessary;

(v) If necessary, an order dispensing with the requirement to deliver a factum on the initial hearing of this Application for interim and/or interlocutory relief;

(w) prejudgment interest in accordance with section 128 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;

(x) postjudgment interest in accordance with section 129 of the *Courts of Justice Act*;

(y) the costs of this proceeding on a substantial indemnity basis, plus all applicable taxes; and

(z) Such further and other Relief as to this Honourable Court may seem just.

THE PARTIES

THE APPLICANT TRANS GLOBAL PARTNERS LIMITED (TRANS GLOBAL") & TIM SHIELDS ("MR. SHIELDS")

19. The Applicant, Trans Global, is a corporation existing under the laws of the special administrative region of Hong King, which operates out of its head office located at 77 City Centre Drive, Suite 602, Mississauga, Ontario L5B 1M5. Prior to in or about June 6, 2024, Trans Global was the registered, legal and beneficial owner of all issued and outstanding shares in the capital of the company TGP Canada Management Inc.

20. While not a party to this Application, Tim Shields ("**Mr. Shields**") is an individual residing in Tokyo, Japan. Mr. Shields was also, during certain times, an officer and director of the Applicant Trans Global. Mr. Shields was an officer and director of the corporations defined below as Land Mutual, Canadian Shield, TSI Group, Titan Shield as well as the Canadian Shield Subsidiary Companies and the Land Shield Subsidiary Companies.

THE APPLICANT RANDY HOFFNER (THE AFFIANT) & 183 ONTARIO LIMITED ("183")

21. The Applicant, Randy Hoffner ("**Mr. Hoffner**"), is an individual residing in the City of Mississauga in the Province of Ontario. Prior to in or about July 4, 2024, he was the beneficial owner of one hundred percent (100%) of the issued and outstanding shares in the corporation 1837732 Ontario Limited. Prior to in or about June 4, 2024, Mr. Hoffner was also an officer and director of the corporations defined below as TGP Canada, Land Mutual, Canadian Shield, TSI Group, Titan Shield as well as the Canadian Shield Subsidiary Companies and the Land Shield Subsidiary Companies.

22. While not a party to this Application, 1837732 Ontario Limited ("**183**") is a corporation incorporated pursuant to the laws of the Province of Ontario.

THE APPLICANT PAULINE HOFFNER ("MS. HOFFNER") AND TGP PROPERTY MANAGEMENT INC. ("TGP PROPERTY")

23. The Applicant Pauline Hoffner ("**Ms. Hoffner**") is an individual residing in the City of City of Mississauga, in the Province of Ontario. Mr. Hoffner is my spouse. Prior to in or about June 4, 2024 Ms. Hoffner was the beneficial owner of one hundred percent (100%) of the issued and outstanding shares in the corporation TGP Property Management Inc.

24. While not a party to this Application, TGP Property Management Inc. ("**TPG Property**"), is a corporation incorporated pursuant to the laws of the Province of Ontario.

TGP CANADA MANAGEMENT INC. ("TGP CANADA") AND 2630306 ONTARIO INC. O/A PAYBANK FINANCIAL ("PAYBANK")

25. While not a party to this Application, TGP Canada Management Inc. ("**TGP Canada**") is a corporation incorporated pursuant to the laws of the Province of Ontario. Prior to in or about June 4, 2024, Trans Global was the registered, legal and beneficial owner of all of the issued and outstanding shares in the capital of TGP Canada.

26. While not a party to this Application, 2630306 Ontario Inc. o/a Paybank Financial ("**Paybank**") is a corporation incorporated pursuant to the laws of the province of Ontario.

TITAN SHIELD INC.

27. While not a party to this Application, Titan Shield Inc. ("**Titan Shield**") is a corporation incorporated pursuant to the laws of the province of Ontario. Titan Shield is the registered, legal

and beneficial owner of all of the issued and outstanding shares in the capital of Trillium Shield Inc.

TRILLIUM SHIELD INC.

28. While not a party to this Application, Trillium Shield Inc. ("**Trillium Shield**") is a corporation incorporated pursuant to the province of Ontario. Trillium Shield is the registered, legal and beneficial owner of all of the issued and outdating shares in the TSI Group of Companies Inc.

TSI GROUP OF COMPANIES INC.

29. While not a party to this Application, TSI Group of Companies Inc. ("**TSI Group**") is a corporation incorporated pursuant to the laws of the province of Ontario. TSI Group, directly or indirectly, is involved with the corporations Land Mutual Inc. and Canadian Shield Inc.

LAND MUTUAL INC. AND THE LAND MUTUAL SUBSIDIARY COMPANIES

30. While not a party to this Application, Land Mutual is a corporation incorporated pursuant to the laws of the Province of Ontario. Land Mutual, directly or indirectly, is involved with various subsidiary companies (jointly the "**Land Mutual Subsidiary Companies**"). The Land Mutual Subsidiary Companies are the owners of various real properties.

CANADIAN SHIELD INC. AND THE CANADIAN SHIELD SUBSIDIARY COMPANIES

31. While not a party to this Application, Canadian Shield is a corporation incorporated pursuant to the laws of the Province of Ontario. Canadian Shield, directly or indirectly, is involved with various subsidiary companies (jointly the "**Canadian Shield Subsidiary Companies**"). The Canadian Shield Subsidiary Companies are the owners of various real properties.

THE RESPONDENTS FIRST GLOBAL FINANCIAL CORP. ("FIRST GLOBAL"), ELENA SALVATORE, VINCENT SALVATORE

32. The Respondent First Global Financial Corp. ("**First Global**" and the "**Respondent"**) is a corporation incorporated pursuant to the laws of the province of Ontario operating from its head office located at PH5-801 Lawrence Ave. East, Toronto, Ontario, M3C 3W2.

33. The Respondent, Elena Salvatore ("**Ms. Salvatore**"), is an individual residing in the City of Toronto in the Province of Ontario. Ms. Salvatore is the sole officer and director of First Global.

34. The Respondent, Vincent Salvatore ("**Mr. Salvatore**" and jointly with First Global and Ms. Salvatore the "**Respondents**"), is an individual residing in the City of Toronto in the Province of Ontario. Mr. Salvatore is married to Ms. Salvatore. Mr. Salvatore, along with Ms. Salvatore, are the governing minds of First Global. Mr. Salvatore is the sole officer and director of the Respondent Tiberis Capital Corp.

35. The Respondent Tiberis Capital Corp. ("**Tiberis**") is a corporation incorporated pursuant to the laws of the province of Ontario. Mr. Salvatore is the sole officer and director of Tiberis. Mr. Salvatore, and potentially Ms. Salvatore, are owners of Tiberis

THE TITAN SHIELD SHARE SALE AND PURCHASE

The TGP Canada Management Inc. Share Purchase Agreement

36. In or about June 4, 2024, TPG Canada as vendor and First Global as purchaser entered into a Share Purchase Agreement (the "**TGP Canada Transaction**") dated June 4, 2024 (the "**TGP Canada SPA**") pursuant to which, *inter alia*,

(a) TGP Canada would sell to First Global all of its shares in Titan Shield (the "**Titan Shield Shares**");

(b) The closing of the purchase and sale of the Titan Shield Shares was to take place on June 4, 2024 (the "**SPA Closing Date**");

(c) First Global agreed to pay to SimpsonWigle LAW LLP ("**SimpsonWigle**"), counsel for Trans Global, in trust, on behalf of Trans Global, the purchase price of Ten Thousand Dollars ($10,000.00) within 7 days of the Closing Date (the "**TGP Canada Purchase Price**"); and

(d) First Global agreed to pay to SimpsonWigle One Hundred Thousand Dollars ($100,000.00) towards legal costs incurred with respect to the transactions referenced in the SPAs within 7 days of the Closing Date (the "**Legal Fees**").

37. It was at all times understood by the parties:

(a) that Trans Global was the ultimate recipient of the TGP Canada Purchase Price to be paid pursuant to the TGP Canada SPA;

(b) that the failure to pay the TGP Canada Purchase Price in accordance with the terms of the TGP Canada SPA would deny Trans Global the benefit of those monies; and

(c) that the Legal Fees to be paid by it in accordance with the TGP Canada SPA was to pay to SimpsonWigle LAW those legal fees incurred by the Applicants in facilitating the sales referenced herein; and

(d) that should it fail, or otherwise refuse to pay the Legal Fees in accordance with the TGP Canada SPA that the Applicants would be required to pay to SimpsonWigle LAW their respective shares of the legal fees incurred in facilitating the herein referenced transactions.

38. Pursuant to the terms of the TGP Canada SPA, upon closing the Respondent would have direct or indirect control of the real properties owned by the Land Mutual Subsidiary Companies and the Canadian Shield Subsidiary Companies.

THE TGP CANADA MANAGEMENT SHARE SALE AND PURCHASE

The Trans Global Partners Limited Share Purchase Agreement

39. In or about June 4, 2024, and immediately following the TGP Canada transaction, Trans Global as vendor and Paybank as Purchaser entered into a share purchase agreement dated June 4, 2024 (the "**Trans Global SPA**") pursuant to which Trans Global sold to Paybank all of its shares in TGP Canada.

The Trans Global Partners Limited Promissory Note

40. First Global executed a promissory note in favour of Trans Global (the "**Trans Global Promissory Note**") the terms of which were, *inter alia*, as follows:

(a) the principal amount of Seven Million Dollars ($7,000.000.00) (the "**Principal Amount**");

(b) the principal amount was to be paid on or before August 3, 2024 unless renewed or extended;

(c) the parties may mutually agree to a renewal or extension of the due date in exchange for an extension/renewal fee of Five Hundred Thousand Dollars ($500,000.00) (the "**Extension Fee**");

(d) the note would be interest free unless a default occurs; and

(e) upon default, interest shall be charged at the rate of 26.82% per annum, calculated semi-annually not in advance, from the date of default;

(f) First Global agreed to:

(i) Deliver a collateral charge in the Principal Amount as against the property municipally referred to as 11720 Highway 27, Vaughan, Ontario (the "**Highway 27 Property**"); and

(ii) Execute a share pledge agreement pledging all of the issued and outstanding shares in Titan Shield and consequently, as a result of said pledge included all of the issued and outstanding shares in Trillium Shield, TSI Group, Land

Mutual Inc, Canadian Shield Inc., Land Mutual Subsidiary Companies and Canadian Shield Subsidiary Companies.

THE TGP PROPERTY MANAGEMENT INC. SHARE SALE AND PURCHASE

The Pauline Hoffner Share Purchase Agreement

41. In or about June 4, 2024, and immediately following the TGP Canada transaction, Ms. Hoffner as vendor and First Global as purchaser entered into a Share Purchase Agreement dated June 4, 2024 (the "**Ms. Hoffner SPA**") the terms of which, *inter alia*, are as follows:

(a) Ms. Hoffner would sell to First Global all of her shares in TGP Property (the "**TGP Property Shares**");

(b) The closing of the purchase and sale of the TGP Property Shares was to take place on the SGA Closing Date;

(c) First Global agreed to pay the purchase price of One Million Five Hundred Thousand Dollars ($1,500,000.00) (the "**Ms. Hoffner Purchase Price**"); and

(d) The Ms. Hoffner Purchase Price was to be paid in full on the Closing Date by way of the delivery of a promissory note, secured by a pledge of shares in Titan Shield (the "**Ms. Hoffner Promissory Note**").

The Pauline Hoffner Promissory Note

42. The Ms. Hoffner Promissory Note was on the same terms as the Trans Global Promissory Note save and except that:

(a) the principal amount would be in the amount of the Ms. Hoffner Purchase Price, being One Million Five Hundred Thousand Dollars ($1,500,000.00); and

(b) the Ms. Hoffner Principal amount was to be paid on or before June 11, 2024 unless renewed or extended.

THE 1837732 ONTARIO INC. SHARE SALE AND PURCHASE

The Randy Hoffner Share Purchase Agreement

43. In or about June 4, 2024, and immediately following the TGP Property transaction, Mr. Hoffner as vendor and First Global as purchaser, entered into a Share Purchase Agreement dated June 4, 2024 (the "**Mr. Hoffner SPA**") the terms of which, *inter alia*, are as follows:

(a) he would sell to First Global all of his shares in 183 (the "**183 Shares**");

(b) the closing of the purchase and sale of the 183 Shares would take place on the SPA Closing Date;

(c) First Global agreed to pay the purchase price of One Million Five Hundred Thousand Dollars ($1,500,000.00) (the **Mr. Hoffner Purchase Price**"); and

(d) The Mr. Hoffner Purchase Price was to be paid in full on the Closing Date by way of the delivery of a promissory note, secured by a pledge of shares in Titan Shield (the "**Mr. Hoffner Promissory Note**").

The Randy Hoffner Promissory Note

44. The Mr. Hoffner Promissory Note was on the same terms as the Trans Global Promissory Note save and except that the principal amount would be in the amount of the Mr. Hoffner Purchase Price being One Million Five Hundred Thousand Dollars ($1,500,000.00).

THE SHARE PLEDGE AGREEMENT

45. In accordance with the terms of the Trans Global Promissory Note, the Ms. Hoffner Promissory Note and the Mr. Hoffner Promissory Note (jointly the "**Promissory Notes**") First Global executed a Share Pledge Agreement dated June 4, 2024 (the "**Pledge Agreement**") in favour of Trans Global, Mr. Hoffner and Ms. Hoffner.

46. The terms of the Pledge Agreement were, *inter alia*, as follows:

(a) In accordance with section 2.1, First Global, as collateral security for the payment and performance of all present and future indebtedness, liabilities and obligations of First Global to the Applicants, First Global granted to the Applicants a continuing security interest in various collateral (the "**Collateral**") including, but not limited to, the following:

(i) all issued and outstanding shares of capital stock in Titan Shield;

(ii) all other shares in Titan Shield acquired by First Global; and

(iii) the proceeds of same.

(b) In accordance with section 4.4, in the Event of Default, which is defined in the Pledge Agreement as a default under the Promissory Notes (the "**Event of Default**"), First Global agreed that:

(i) It is to deliver to one of the Applicants (the "Holder"), as directed by the Applicants, all proceeds of the Collateral to be held by the Holder as additional collateral;

(ii) the Holder may exercise the voting power and all other incidental rights of ownership with respect to the Titan Shield shares or other shares of capital stock constituting Collateral and First Global granted the Applicants an irrevocable proxy to vote the Titan Shield shares and such other Collateral;

(iii) it would deliver any additional proxies and other documents reasonably requested by the Holder that may be necessary to allow the Holder to exercise such voting power;

(c) in accordance with section 6.1 that, in the Event of Default the Holder, on behalf of the Applicants, had certain other remedies available to it including, but not limited to:

(i) the Holder may exercise the rights and remedies of a secured party on default under the PPSA including, but not limited to, selling the Collateral or any part of it; and

(ii) the Holder could:

(1) transfer all or any part of the Collateral into the name of the Holder, or their nominee or assignee;

(2) notify the parties obligated on any of the Collateral to make payment to the Holder of any amount due or to become due thereunder;

(3) enforce collection of any of the Collateral by suit or otherwise;

(4) endorse any cheques, drafts or other writings in First Global's name to allow collection of the collateral;

(5) take control of the proceeds of the Collateral; and

(6) execute, in the name, place and stead of First Global, endorsements, assignments, stock powers and other instruments of conveyance or transfer with respect to all or any of the Collateral;

(iii) First Global agreed to pay to the Applicants the amounts of any and all reasonable expenses, including reasonable fees and disbursements of its counsel and of any expert and agents, which the Applicants may incur in connection with:

(1) Administration of the Pledge Agreement;

(2) The custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral;

(3) The exercise or enforcement of any of the rights of the Applicants under the Pledge Agreement;

(4) The failure of First Global to perform or observe any of the provisions of the Pledge Agreement; and

(5) Advancing of any funds pursuant to the Pledge Agreement.

47. On June 6, 2024, the Applicants, by way of their counsel, registered in the Ontario Personal Property Registry a lien as against First Global as the debtor in favour of the Applicants as secured parties, with respect to the collateral classified as "accounts" and "other" pursuant to the terms of the Pledge Agreement.

THE COLLATERAL MORTGAGE

48. On June 6, 2024, the Applicants, by way of their counsel, registered a charge against the Highway 27 Property (the "**Collateral Mortgage**") as instrument number YR3684667 and immediately thereafter registered an application to change name-instrument to correct the name of Trans Global as Trans Global Partners Limited, as evidenced by instrument number YR3684727.

49. The terms of the Collateral Mortgage include, but are not limited to the following:

(a) The mortgage will be interest free unless a default occurs under the mortgage;

(b) If a default occurs interest will be charged at 26.82% per annum, calculated semi-annually not in advance, from the date of default;

(c) All terms contained in the Promissory Notes are incorporated in the Collateral Mortgage and apply to the Collateral Mortgage;

(d) All fees, charges or payments incurred, expended or paid by the Applicants together with the interest thereon, will be added to the indebtedness to be repaid by the Respondents to the Applicants forthwith and, until repaid, will constitute a charge upon the Highway 27 Property;

(e) That any occurrence of an event of default under the provisions of the Collateral Mortgage will constitute a default under any other charge or security document (the "Security Documents" between the Applicants and the Respondents and default under any of the other Security Documents will constitute an event of default under the provisions of the Collateral Mortgage);

(f) That upon and during the continuance of an event of default under the Collateral Mortgage or a default under the other Security Documents, the Applicants pursue their remedies under those Security Documents; and

(g) Upon default in payment of principal or interest under this Collateral Mortgage, or in the performance of any of the terms and conditions of the Collateral Mortgage, the Applicants may enter into and take possession of the Highway 27 Property.

FIRST GLOBAL FINANCIAL CORP.'S REQUEST FOR AN EXTENSION OF PAYMENT TERMS

50. On agreement between the parties to the SPAs, the Closing Date of the transactions contemplated by the SPAs was extended to June 6, 2024 (the "Amended Closing Date").

51. As of the Amended Closing Date, the Applicants complied with all of their obligations pursuant to the terms of the various SPAs such that by the amended closing date, First Global was the owner of the Titan Shield Shares, the TGP Property Shares and the 183 Shares.

52. Despite the terms of the TGP Canada SPA and the Ms. Hoffner Promissory Note which required payment of the TGP Canada Purchase Price and the Ms. Hoffner Principal Amount (the "Arrears") by June 12, 2024, as of that date no payment had been made by First Global.

53. Pursuant to an agreement between the parties, the deadline for the payment of the Arrears was extended to June 21, 2024 in exchange for First Global agreeing to pay the Extension Fee. Despite this agreement however the Arrears were not paid as of this date. Subsequently the Respondents advised that the amount would be paid within the non-specific period of two weeks.

FIRST GLOBAL FINANCIAL CORP.'S BREACH OF THE SPAS AND PROMISSORY NOTE

54. On July 5, 2024, counsel for the Applicants sent a Notice of Default to the Respondents by way of Registered Mail confirming the Respondents' breach and demanding payment of those amounts due and owing as of that date.

55. On July 16, 2024, when no payment towards the amounts owing had been made by the Respondents, the Applicants' Counsel sent a Notice of Sale Under Charge/Mortgage demanding payment of all outstanding amounts, inclusive of principal, interest and fees, by no later than August 22, 2024, failing which the Applicants would proceed to sell the Highway 27 Property.

56. On September 9, 2024, counsel for the Applicants sent a Notice pursuant to section 63(4) of the *Personal Property Security Act* on behalf of the Applicants, putting First Global on Notice

that, in light of First Global's default, the Applicants intended to enforce their security under the Pledge Agreement (the "PPSA Notice").

57. Despite the PPSA Notice, all amounts owing under the SPAs, Promissory Notes and Collateral Charge remained due and owing, and continued to accrue interest.

58. The Respondents' failure to pay the monies owing under the Ms. Hoffner Promissory Note on June 21, 2024, and under the Mr. Hoffner Promissory Note and the TGP Canada Promissory Note on August 3, 2024, constituted not only a breach of the terms of the Collateral Mortgage but also an Event of Default under the Pledge Agreement pursuant to which the Applicants were permitted to, amongst other things, enforce their security under the Pledge Agreement.

FRAUDULENT AND/OR BAD FAITH ACTIONS OF FIRST GLOBAL FINANCIAL CORP.

59. Despite First Global having not paid any monies owing pursuant to the SPAs and/or the Promissory Notes as well as failing to comply with its obligations under the Pledge Agreement, the Respondents have taken actions with respect to assets they have come to control by way of the SPAs which serves to convert the profits of same to their own benefit.

60. These actions, as hereinafter described, are part of a fraudulent scheme perpetrated by the Respondents (the "Fraudulent Scheme") which was conducted as follows:

(a) The Respondents, utilizing First Global, entered into the Share Purchase Agreements, and primarily the First Global SPA, pursuant to which they agreed to purchase shares in companies that, directly or indirectly, control certain real properties, namely those owned by the Subsidiary Companies;

(b) The Respondents negotiated terms for the TPG Canada SPA pursuant to which First Global received the benefit of TPG Canada Transaction, including taking direct or indict control of those real properties owned by the Subsidiary Companies;

(c) The Respondents negotiated terms for the Promissory Notes pursuant to which First Global could delay making payment thereunder until June 11, 2024, in the case of the Ms. Hoffner Promissory Note, or August 3, 2024, in the case of Trans Global Promissory Note and the Mr. Hoffner Promissory Note;

(d) At all times the Respondents represented that they had sufficient funds to pay those amounts owing pursuant to the Trans Global SPA and the Promissory Notes;

(e) Despite those representations, almost immediately after the closing of the transactions contemplated under the SPAs, the Respondents advised the Applicants that they would not be able to make payment, first until June 21, 2024 and then on June 21, 2024, at some hypothetical period within two (2) weeks;

(f) Almost immediately thereafter the Respondents, utilizing means outlined in more detail below:

(i) Commenced a fire sale of certain real properties they took control, directly or indirectly, pursuant to the terms of the SPAs;

(ii) directed the proceeds of those sales to themselves and/or dispersing them to parties unknown to the Applicants;

(iii) assigned certain receivables which are properly directed to certain Subsidiary Companies to companies which they own; and

(iv) encumbered certain real properties owned by the Subsidiary Companies in order to prevent the Applicants from enforcing their security;

(v) refused to pay liabilities which they had assumed pursuant to the Trans Global SPA resulting in the loss of further assets; and

(vi) generally refused to direct any monies received since the closing of the transactions contemplated by the SPAs to the Applicants despite their clear obligations.

61. The Respondents at all times knew that ultimately the Applicants would enforce their security under the Pledge Agreement which would entitle them to control those companies which Titan Shield, directly or indirectly, controlled including, but not limited to the Subsidiary Companies, and by extension the real properties that they owned. Consequently, the Respondents acted in a manner to strip from those companies as much assets as possible to deprive the Applicants of the benefit of those assets when they did so.

THE SALE OF 4423 HIGHBURY AVENUE SOUTH, LONDON, ONTARIO

62. On August 6, 2024, First Global sold the property municipality referred to as 4423 Highbury Avenue South, London, ON N6N 1J2 (the "**Highbury Property**") owned by Greenvalley Estates Inc. ("**Greenvalley**"), one of the Land Mutual Subsidiary Companies, for the total sum of Nine Million, Nine Hundred Thousand Dollars ($9,900,000.00) of which half was

paid to, presumably, Greenvalley, and the remaining half paid by way of a vendor take back mortgage in favour of Greeenvalley (the "**Highbury Mortgage**").

63. The Applicants have not received any portion of the proceeds received by the Respondents with respect to the sale of the Highbury Property. The Applicants state that these proceeds no longer remain with Greenvalley in as much as they have either been distributed to the Applicants or third parties. Furthermore, on July 18, 2024, Greenvalley registered a Transfer of Charge on title for the Highbury Property, on the instructions of the Respondents, transferring its interest in the Highbury Mortgage to the Respondent Tiberis.

64. These heretofore described actions were designed to benefit the Respondents while denying the Applicants the opportunity to benefit from these assets/receivables should they subsequently enforce their rights under the Pledge Agreement.

ENTERING INTO AN AGREEMENT OF PURCHASE AND SALE OF THE THREE LONDON PROPERTIES

65. On July 30, 2024, Ms. Salvatore entered into three Agreements of Purchase and Sale on behalf of the Land Mutual Subsidiary Companies, Talbot Crossing Inc., London Valley II Inc. and London Valley V Inc. (jointly the "Sellers"), pursuant to which she sought to sell to Clawson Group Inc. (the "**London Properties Sale**") the properties municipally referred to as 5980 Colonel Talbot Road, London , ON N6P 1J1, 6172 Colonel Talbot Road, London, ON N6P 1J1 and Wonderland Road. S, PART LOTS 58 & 59 ETR WESTMINSTER, London, ON N6P 1J6 (jointly the "**London Properties**"), for the total purchase price of Ten Million, Eighteen Thousand, Six Hundred and Seventy-Four Dollars and Twenty-Four Cents ($10,018,674.24). By way of certain

Assignment of Agreement of Purchase and Sale, the purchasers of the London Properties were changed (jointly the "**Purchasers**").

66. In correspondence exchanged between Counsel it was agreed that the closing date to the London Properties Sale would be extended to November 6, 2024, or within 4 days of the Sellers obtaining a court order directing and vesting title to the London Properties to the Purchasers. Failing that the Purchaser's counsel advised that the London Properties Sale would not close without the following:

(a) Satisfactory evidence as to the Officers and Directors authorizing the subject transactions including but not limited to such Corporate Resolutions necessary to give effect to the applicable Agreements of Purchase and Sale and subsequent title transfers, supported by Officers Certificates and executed solicitor Legal Opinions confirming the veracity, execution and validity of the subject Agreements, Transfers of Title, together with the supporting closing documents and Corporate Resolutions and Documents as contemplated by the constating documents of the Corporations;

(b) Sworn Statutory Declarations of the Officers/ Directors of the subject Corporations attesting to but not limited to: the validity of the foregoing documents; the enforceability thereof; the validity of the sale and Transfer of the subject properties; and that there is no other person or entity having an interest in or claim to the subject properties and the proceeds of the sale thereof;

(c) Indemnity's from the Sellers, the Principals and Shareholders indemnifying the Buyers from any claims arising subsequent to the completion of the transactions against the Buyers in respect of any competing parties' potential interest in the properties or the sale proceeds thereof or otherwise; and

(d) Releases from such other Party or entity claiming such interest in the subject properties and/or the proceeds of the sale thereof.

67. The Applicants do not object to the Sellers proceeding with the sale of the London Properties to the Purchasers. However, as a condition of doing so, the Applicants submit they are entitled to the imposition of certain court orders requiring all proceeds from those sales be paid to SimpsonWigle LAW in trust, or, alternatively into court.

68. The Applicants submit that if the Respondents are permitted to proceed with the sale of the London Properties without restrictions, the Respondents will remove, or otherwise transfer those assets by means which will deny the Applicants the ability to benefit from those amounts as part of the enforcement of their rights under the Pledge Agreement.

LISTING OF CERTAIN PROPERTIES BELONGING TO THE LAND MUTUAL SUBSIDIARY COMPANIES AND THE CANADIAN SHIELD SUBSIDIARY COMPANIES

69. The Respondents registered cautions (the "Cautions") against certain properties owned by the Land Mutual Subsidiary Companies, namely:

Property Address	Owner	MLS #	Proposed Price

(unassigned) 0 Sodom Road E., Niagara Falls, ON L2E 6S6	Niagara Estates of Chippawa II Inc.	X9250524	$1.00
(unassigned) 0 Stanley Avenue E. Niagara Falls, ON L2E 0A6	Lyons Creek Niagara Falls Park Inc.	X9250496	$1.00
4001 Weaver Road, Niagara Falls, ON L2G 0S7	Niagara Estates of Chippawa II. Inc.	X9250508	$1.00
2310 Dingman Drive, London, ON N0L 1B0 (incorrectly labeled as 0 Dingman Drive)	Greenvalley Estates II Inc.	X9250090	$3,953,000.00
6211 Colonel Talbot Road, London, ON N6P 1J2	London Valley IV Inc.	X9249955	$3,240,000.00
85 Crooks Street, Fort Erie, ON L2A 4H2	Fort Erie Hills Inc.	X9249962	$14,900,000.00
5318 Colonel Talbot Road, London, ON N6P 1H9	London Valley Inc.	X9249952	$4,365,000.00
9063 Twiss Road, Milton, ON L0P1B0	Randy Hoffner	W9249957	$3,495,000.00

70. The Applicants did not have knowledge of these listings at the time they were made, nor did they consent to the listing of these properties. Furthermore, the Applicants have never consented to the sale of any of these properties and deny that the Respondents are entitled to sell same under the circumstances.

71. While it appears that the aforementioned listings have since been removed, it is unknown to the Applicants whether other properties have been listed and/or if the Respondents are making efforts to sell the properties held by the Land Mutual Subsidiary Companies and/or the Canadian Shield Subsidiary Companies by way of alternative means that would not result in an MLS listing.

72. The Applicants further submit that the property municipally referred to as 9063 Twiss Road, Milton, ON L0P 1B0 (the "**Twiss Property**") is not owned by any company that First Global acquired control, either directly or indirectly, by way of the TGP Canada Transaction. It was, at all times relevant to these proceedings, owned by the Applicant Mr. Hoffner. Despite this, the Respondents still registered a caution against this property. Consequently, it is unclear on what grounds the Respondents believe they were entitled to list a property which they did not control, either directly or indirectly, for sale regardless of whether they had the authority of the owner, which in this case they did not have.

REGISTERING CAUTIONS ON PROPERTIES FOR WHICH IT HAS NO INTEREST

73. On September 11, 2024, being the same day that counsel for the Respondents received the PPSA Notice, First Global registered cautions against eleven (11) properties (the "**Cautions**") owned by the Land Mutual Subsidiary Companies and/or the Canadian Shield Subsidiary Companies. Specifically, First Global registered cautions against the following properties (jointly the "**Encumbered Properties**"):

Property Address	**Owner**	**MLS #**	**Proposed Price**
(unassigned) 0 Sodom Road E., Niagara Falls, ON L2E 6S6	Niagara Estates of Chippawa II Inc.	X9250524	$1.00
(unassigned) 0 Stanley Avenue E. Niagara Falls, ON L2E 0A6	Lyons Creek Niagara Falls Park Inc.	X9250496	$1.00
4001 Weaver Road, Niagara Falls, ON L2G 0S7	Niagara Estates of Chippawa II. Inc.	X9250508	$1.00

2310 Dingman Drive, London, ON N0L 1B0 (incorrectly labeled as 0 Dingman Drive)	Greenvalley Estates II Inc.	X9250090	$3,953,000.00
6211 Colonel Talbot Road, London, ON N6P 1J2	London Valley IV Inc.	X9249955	$3,240,000.00
85 Crooks Street, Fort Erie, ON L2A 4H2	Fort Erie Hills Inc.	X9249962	$14,900,000.00
5318 Colonel Talbot Road, London, ON N6P 1H9	London Valley Inc.	X9249952	$4,365,000.00
9063 Twiss Road, Milton, ON L0P1B0	Randy Hoffner	W9249957	$3,495,000.00

74. The Cautions registered against the Encumbered Properties all indicate that they were registered pursuant to section 71 of the *Land Titles Act*, and that the nature of the interest is "*the caution is being registered by First Global Financial Corp., who claims an ownership interest in the property through its subsidiaries*".

75. The Applicants submit that registering the Cautions on the Encumbered Properties served no purpose but to complicate the Applicants' abilities to enforce their security under the Pledge Agreement.

76. Again, the Twiss Property is not owned by First Global or any company which it acquired control, either directly or indirectly, by way of the TGP Canada Transaction. Despite this, First Global registered a caution against the Twiss Property pursuant to which they have alleged having an ownership interest on same.

77. Despite demands that these Charges be discharged, the Respondents have refused to do so.

LOSS OF CERTAIN PROPERTIES

78. Pursuant to the TGP Canada SPA First Global agreed to assume certain outstanding liabilities at its sole cost and expense. These liabilities included, but were not limited to, that liability provided at:

(a) paragraph 2(b)(xix) namely Niagara Falls Park Inc. is under a notice of sale instituted by Dennis Blain and Lakefront Developments Inc. for monies owing of approximately $5,934,495.00. In accordance with the service of notice of sale and the property has been sold to RA-Tech CAD Services Inc., pursuant to an agreement of purchase and sale dated April 11, 2024, for the sale price of $10,000,000.00 (the "**Niagara Falls Liability**"); and

(b) paragraph 2(b)(xx) namely, Niagara Estates of Chippawa II Inc. is in default under the mortgage in favour of 2229815 Ontario Ltd. for monies owing of approximately $6,288,381.00. A notice of sale has been served on this matter (the "**Chippawa II Liability**").

79. Despite the above, First Global has failed to take any steps to protect the assets subject to the above liabilities. Consequently, and as outlined below, two of the Land Mutual Subsidiary Companies have lost their ownership interest in certain properties.

The Niagara Falls Park Inc. Liability

80. Niagara Falls Park Inc., a corporation incorporated pursuant to the laws of the province of Ontario, as well as one of the Land Mutual Subsidiary Companies, was the owner of the property municipally known as 5021 Garner Road, Niagara Falls, ON L2E 6S4 (the "**Garner Property**").

81. On December 13, 2022, Dennis Blaine and Lakefront Developments Inc. (jointly the "**Garner Chargees**") registered a charge as against the Garner Property (the "**Garner Charge**"). On or about February 8, 2024, the Garner Chargees issued a Notice of Sale Under Charge/Mortgage of Land with respect to the Garner Charge and demanded payment of all amounts owing thereunder.

82. Despite the above, the Respondents failed to make any payments to thee Garner Chargeees or take any steps to avoid the Garner Chargees pursuing the power of sale process. Consequently, on or about July 31, 2024, the Garner Chargees registered a Transfer: Power of Sale pursuant to which title to the Garner Property was transferred to Garner Estates Inc.

<u>The Niagara Estates of Chippawa II Inc. Liability</u>

83. Niagara Estates of Chippawa II Inc. ("**Chippawa II**") is a corporation incorporated pursuant to the laws of the province of Ontario as well as being one of the Land Mutual Subsidiary Companies, and was the owner of the property municipally known as Willick Road and Sodom Road, Niagara Falls, ON (the "**Willick & Sodom Property**").

84. On April 19, 203 2229815 Ontario Inc. (the "**Willick & Sodom Chargee**") registered a charge as against the Willick & Sodom Property. On or about April 25, 2024, the Willick & Sodom Chargee issued a Notice of Sale Under Mortgage with respect to the Willick & Sodom Charge and demanded payment of all amounts owing thereunder.

85. Subsequently, on July 12, 2024, the Willick and Sodom Chargee commenced a foreclosure action (the "**Foreclosure Action**") as against Chippawa II with respect to the Willick & Sodom Charge. The Applicants had no knowledge of the Foreclosure Action, but the Applicants submit that the Respondents did. Despite this, the Respondents took no steps to avoid the foreclosure and on August 30, 2024, the Willick & Sodom Chargee obtained a Default Judgement for Immediate Foreclosure pursuant to which Chippawa II was ordered to deliver to the Willick & Sodom Chargee direct possession of the Willick & Sodom Property.

ASSIGNMENT OF THE HALTON PARK MORTGAGE

86. While not a party to this action, Halton Park Inc. ("**Halton Park**") is a corporation incorporated pursuant to the laws of the province of Ontario. Until in or about November 15, 2019, Halton Park was the owner of the property (the "**Halton Park Property**") legally referred to as:

> PT LTS 7 & 8, CON 3 ESQ , AS IN 335221, EXCEPT 574487 & 679752 ; S/T EW15614 HALTON HILLS/ESQUESING

87. On or about November 15, 2019, Halton Park sold the Halton Park Property to Milton 525 Holdings Inc., a corporation incorporated pursuant to the laws of the province of Ontario for the total consideration of $13,000,000.00. A portion of the purchase price was paid by way of a vendor take back mortgage in the amount of $7,800,000.00 (the "**Halton Park Mortgage**").

88. The terms of the Halton Park Mortgage were, *inter alia*, as follows:

(a) The principal sum of $7,800,000.00 (the "**Halton Park Principal**"); and

(b) The balance due date of November 4, 2024.

The Highway 27 Property Mortgage

89. On or about April 12, 2024, certain Land Mutual Subsidiary Companies (the "**Highway 27 Chargees**") registered a charge in the amount of $45,000,000.00 as against the Highway 27 Property as instrument number YR3666111 (the "**Highway 27 Mortgage**").

Assignment of the Halton Park Mortgage to First Global

90. On or about April 23, 2024, Halton Park and First Global entered into an assignment agreement (the "**Halton Park Assignment Agreement**") pursuant to which Halton Park irrevocably assigned, conveyed, granted and transferred all of its rights with respect to the Halton Park Mortgage to First Global (the "**Assignment**"), in consideration for which First Global agreed to:

(a) an amendment of the Highway 27 Mortgage increasing of the amount of same from $45,000,000.00 to $52,800,000.00, being an increase of $7,800,000.00 (the "**Highway 27 Mortgage Amendment**"); and

(b) irrevocably agreeing and confirming that Halton Park will be considered an additional joint account holder of the Highway 27 Mortgage, notwithstanding it is not legally registered as a charge under the Highway 27 Mortgage.

91. To facilitate the above, First Global, the Highway 27 Chargees and Mr. Salvatore entered into a Charge Amending Agreement dated April 26, 2024, pursuant to which, *inter alia*:

(a) The principal amount of the Highway 27 Mortgage was amended from $45,000,000.00 to $52,800,000;

(b) Additional language was added under the heading of "Additional Provisions" which provided as follows:

e. Upon the occurrence of a Triggering Event (As that term is defined under the Note), the sum of $7,800,000.00 shall become immediately due and payable on June 14, 2024. Failure to pay this amount on this date, shall constitute a default under this Charge entitling the Chargee to enforce all remedies available under the terms of the Charge.

(c) The parties agreed that Halton Park will be considered an additional joint account holder of the Highway 27 Mortgage, notwithstanding it is not legally registered a charge under the Charge.

92. The Proposed Acquisition of Companies referenced above, is what ultimately became the purchases contemplated by the SPAs.

93. On April 26, 2024, a Transfer of Charge was registered on title for the Halton Park Property as instrument number HR2028433 pursuant to which the Halton Park Mortgage was assigned from Halton Park to First Global.

Assignment of Portions of the Halton Park Mortgage to Third Parties

94. On May 3, 2024, pursuant to the terms of an assignment agreement between First Global and Evangelista Tolfa ("**Ms. Tolfa**"), First Global assigned to Ms. Tolfa $1,100,000.00 of the Halton Park Mortgage in exchange for the payment of $1,000,000.00.

95. On May 13, 2024, pursuant to the terms of an assignment agreement between First Global and Balwinder Cheema ("**Mr. Cheema**"), First Global assigned to Mr. Cheema $275,000.00 of the Halton Park Mortgage in exchange for the payment of $250,000.00.

96. The Applicants have no knowledge as to who Ms. Tolfa or Mr. Cheema and their involvement with the Respondents are, nor do they have any knowledge of the circumstances which led to these individuals paying monies to First Global in exchange for the aforementioned Tolfa Amendment and Cheema Amendment (the "Halton Park Mortgage Amendments").

97. The Applicants believe that assigning portions of the Halton Park Mortgage Amendments to these individuals only serves to ensure that $1,375,000.00 of the Halton Park Principal is not recoverable by the Applicants.

98. The Applicants submit that these actions are in breach of the Respondents' duty of good faith owed to the Applicants.

Assignment of the Halton Park Mortgage to Danny Iandoli

99. On September 20, 2024, First Global registered a Transfer of Charge on title for the Halton Park Property as instrument number HR2058425 pursuant to which the Halton Park Mortgage was assigned to Danny Iandoli ("**Mr. Iandoli**"), a resident of Toronto, Ontario (the "**Mr. Iandoli Assignment**").

100. Pursuant to certain correspondence sent to Mr. Hoffner, it is clear that Mr. Iandoli is connected to First Global, Mr. Salvatore and Ms. Salvatore and consequently were aware of:

(a) the Respondents' obligations to First Global under the Promissory Notes and Pledge Agreement;

(b) that the Respondents owed significant sums of money to the Applicants;

(c) that the Applicants were in a position to enforce the Respondents' obligations against them;

(d) that the Applicants could commence litigation as against the Respondents; and

(e) if the Applicants were successful with their litigation, they would be able to collect monies paid to First Global.

101. The Applicants submit that but for the assignment, the funds payable under the Halton Park Mortgage would have been paid to First Global, and consequently would be in its possession should the Applicants take steps to enforce their rights under the Promissory Notes and/or the Pledge Agreement.

102. The Applicants further submit that in choosing to assign the Halton Park Mortgage from First Global to Mr. Iandoli, First Global had no other purpose but to prevent the Applicants from being able to enforce any judgment they might obtain against First Global against those funds. As such, the Applicants submit that this assignment was conducted with the intention of First Global to defeat, hinder or delay the Applicants of their lawful action, suit, debts, accounts, damages, penalties or forfeitures.

103. The Applicants further submit that Mr. Iandoli, in agreeing to have the Halton Park Mortgage assigned to him, knew, or reasonably ought to have known, that he was interfering with

the Applicants' ability to enforce their claim as against those funds which would have been paid to First Global pursuant to the Halton Park Mortgage. In other words, he knew, or reasonably ought to have known, that he was denying the Applicants the ability to collect almost $7,800,000.00 of funds owing to them.

EXPECTATIONS OF THE APPLICANTS

104. The Applicants reasonably believed and expected, among other things, that:

(a) the Respondents had sufficient financing to complete the transactions outlined in the SPAs and to pay all monies owing with respect to same;

(b) the Respondents would not need to sell the real properties it, directly or indirectly, came to own by way of the SPAs to finance its obligations under same

(c) the Respondents would comply with the terms of the SPAs including, but not limited to, paying all monies owing pursuant to same;

(d) the Respondents would comply with the terms of the Promissory Note, including, but not limited to paying all monies owing pursuant to same by the deadlines contained therein, or in the alternative, by no later than the date agreed to by the parties;

(e) the Respondents would comply with their obligations pursuant to the terms of the Pledge Agreement;

(f) in the case where the Respondents defaulted on any of their obligations under the SPAs and/or the Promissory Notes, that they would immediately take all steps possible to cure any such default;

(g) the Respondents would not take any actions which would interfere with the Applicants' ability to enforce their security under the Collateral Mortgage and/or the Share Pledge;

(h) that until such time as the Respondents paid all monies owing to the Applicants by way of the SPAs and/or the Promissory Notes, they would not take any steps to sell those real properties they had come to control, directly or indirectly, pursuant to the terms of the SPAs;

(i) if it was necessary for the Respondents to sell any of those real properties they had come to control, directly or indirectly, prior to the Applicants being paid in full, which should not have been necessary, the proceeds of the sale of any of those real properties would be directed to the Applicants to the credit of the amounts owing under the SPAs and the Promissory Notes;

(j) until such time as the Respondents paid all monies owing to the Applicants by way of the SPAs and/or Promissory Notes, the Respondents would not transfer or assign any rights belonging to those companies which First Global came to control, directly or indirectly, by way of the TPG Canada SPA to any third party including, but not limited to, companies to which the Respondents, or some or one of them own personally;

(k) Until such time as the Respondents had fulfilled all obligations arising under the SPAs and the Promissory Notes, the Respondents would not take any steps with respect to the assets purchased by way of the SPAs without the knowledge and consent of the Applicants;

(l) Until such time as the Respondent had fulfilled all obligations arising under the SPAs and the Promissory Notes, the Respondents would not misappropriate the proceeds of the sale of any real property which it came to control, directly or indirectly, pursuant to the SPAs;

(m) Until such time as the Respondents had fulfilled all obligations arising under the SPAs and the Promissory Notes, the Respondents would not take any action that would dilute, erode or otherwise affect the value of the assets;

(n) Until such time as the Respondents had fulfilled all obligations arising under the SPAs and the Promissory Notes, they would treat the Applicants fairly and comply with all agreements made between them in good faith;

(o) Until such time as the Respondents had paid all monies owing to the Applicants by way of the SPAs and Promissory Notes, First Global, to the extent it assumed outstanding liabilities by way of the TGP Canada SPA, would ensure the default of such liabilities did not result in the loss of assets belonging to any of those companies which the Respondents controlled, directly or indirectly, by way of the TGP Canada SPA;

(p) The Respondents would fulfil their fiduciary obligations to the Applicants until such time as they had complied with all of their obligations under the SPAs and the Promissory Notes.

105. The Respondents have acted in a manner that is in contravention, and is oppressive to all of the above expectations.

THE APPLICANT'S POSITION ON THE RELIEF SOUGHT

106. Given the above, the Applicants are seeking the following relief:

(a) An injunction restraining the Respondents from dealing with, encumber or clouding title to, or causing another party to deal with, encumber or cloud title to, the real property which the Respondents came to control, directly or indirectly, by way of the SPAs. It is the Applicants' position that the actions of the Respondents to date, heretofore described, demonstrate an intention on the part of the Respondents to conduct a Fraudulent Scheme by which they sell, or otherwise transfer, assets in First Global's direct or indirect control, for the purpose of benefiting themselves and depriving the Applicants.

(b) A court order approving the sale of the London Properties and vesting the London Properties to (i) Farhi Farming Corporation as it relates to 5980 Colonel Talbot APS and 6172 Colonel Talbot APS; and (ii) Farhi Farming Corporation and Farhi Holdings Corporation as it relates to the Wonderland APS, but requiring that the proceeds of these transactions, less any reasonable costs and expenses, be paid to SimpsonWigle LAW LLP in trust, or, alternatively, paid into court. It is the

Applicants' position that while the sale of the London Properties should be permitted to proceed, the Applicants are concerned that if the Respondents, or one of the companies for which it has direct or indirect control, is permitted to receive the proceeds of those sales without restriction it will dispose of same in a manner that prioritizes their interests over those interests of the Applicants who, to date, have yet to receive any of the amounts to be paid under the SPAs and the Promissory Notes.

(c) A court order requiring the Respondents to account for the funds they, or one of the companies for which they have direct or indirect control, received pursuant to the sale of the Highbury Property, or any other property for which they have direct or indirect control as a result of the TGP Canada Transaction, and requiring them to pay to SimpsonWigle LAW in trust any portion of those proceeds remaining in First Global's control. At this point in time, it is not known to the Applicants the quantum of the net proceeds of the sale of the Highbury Property but the Applicants are reasonably concerned, given that no portion of those proceeds have ever been paid to the Applicants to the credit of the amounts owing under the SPAs and Promissory notes, that those net proceeds have ben entirely distributed, or if not, should they not be preserved as outlined above, they will be distributed.

(d) A court order reversing the transfer of Greenvalley's interest in the Highbury Charge to the Respondent Tiberis and directing that any further monies to be paid with respect to the Highbury Charge by ~~Milton 525~~ Dancor to Greenvalley be paid to SimpsonWigle LAW LLP in trust. The Applicants submit that this transfer

served no purpose but to direct funds which should have been payable to a company on which the Applicants could enforce their security under the Pledge Agreement, to a company in the control of the Respondents, thus benefiting the Respondents while depriving the Applicants should it become necessary for them to enforce their security under the Pledge Agreement. To the extent the transfer is reversed as requested by the Applicants, the Applicants will require a further order requiring any funds due and owing by ~~Milton 525~~ Dancor to Greenvalley to be paid to SimpsonWigle LAW LLP in trust in order to avoid such funds being dispersed in a manner which benefits the Respondents at the expense of the Applicants.

(e) A court order reversing the transfer of First Global's interest in the Halton Park Mortgage to the Respondent Mr. Iandoli and directing that any further monies to be paid with respect to the Halton Park Mortgage by Milton 525 to First Global be paid to SimpsonWigle LAW LLP in trust. The Applicants submit that this transfer served no purpose but to direct funds which should have been payable to First Global against which the Applicants could have enforced any judgment obtained in the herein proceedings, to a company in the control of a third party who is directly connected to First Global, Mr. Salvatore and Ms. Salavatore, thus benefiting the Respondents while depriving the Applicants. To the extent the transfer is reversed as requested by the Applicants, the Applicants will require a further order requiring any funds due and owing by Milton 525 to First Global to be paid to SimpsonWigle LAW LLP in trust in order to avoid such funds being dispersed in a manner which benefits the Respondents at the expense of the Applicants.

(f) A court order prohibiting the Respondents from listing, or instructing a party to list, any of the real property which they controls, directly or indirectly, as a result of the transaction contemplated under the SPAs and to the extent such listings already exist, an order requiring that they be removed. It is the Applicants' position that the listing of any of the real property over which the Respondents have gained control of, directly or indirectly, pursuant to the SPAs , only serves to impact the Applicants' ability to deal with same in accordance with the terms of the Pledge Agreement.

(g) A court order requiring the Respondents discharge all Cautions registered against the Encumbered Properties. As outlined above, these Cautions serve no purpose but to interfere with the Applicants' ability to enforce their security under the Pledge Agreement in as much as they might prevent the Applicants from selling properties falling within the definition of Collateral as provided in the Pledge Agreement.

(h) A court order requiring that the listing of any of those real properties for which the Respondents took control, directly or indirectly, by way of the TGP Canada Transaction, be immediately withdrawn and preventing further listings in the future by the Respondents. It is the Applicants' position that the listing of any of these real properties by the Respondents, will only serve to complicate, or otherwise interfere with the Applicants' ability to enforce their security by way of the Pledge Agreement.

(i) A court order permitting the Applicants to enforce their rights under the Pledge Agreement. As outlined above, it is the Applicants' position that First Global has breached the terms of the Promissory Note and consequently the Applicants are permitted to enforce their security thereunder which includes, but is not limited to, enforcing their rights under the Pledge Agreement.

(j) The Respondents have taken steps which serve to benefit Mr. Salvatore and Ms. Salvatore in their personal capacity and consequently the Applicants submit they are permitted to an order piercing the corporate veil.

(k) The Applicants submit that:

(i) They are a complainant under section 248 of the *Business Corporations Act*, R.S.O. 1990, Ch. B-16 (the "*BIA*");

(ii) that the business or affairs of the Respondents, or their affiliates are, have been or are threatened to be carried on or conducted in a manner that is oppressive or unfairly prejudicial to or that unfairly disregards the interests of the Applicants;

(iii) that the powers of the director(s) of First Global, or any of its affiliates, have been or are threatened to be exercised in a manner that is oppressive or unfairly prejudicial to or that unfairly disregards the interests of the Applicants; and

(iv) consequently, in accordance with section 248(3) of the *BIA* the Applicants are entitled to the relief sought herein.

107. Section 248 of the *Business Corporations Act*, R.S.O. 1990, Ch. B-16.

108. Rules 3.02, 14 and 38 of the *Rules of Civil Procedure.*

109. Such further and other grounds as the lawyers may advise.

The following documentary evidence will be used at the hearing of the application: (List the affidavits or other documentary evidence to be relied on.)

(a) The Affidavit of Randy Hoffner sworn October 18, 2024 and the exhibits appended thereto;

(b) The Affidavit of Pauline Hoffner sworn October 18, 2024;

(c) The Affidavit of Tim Shields sworn October 17, 2024;

(d) The Supplemental Affidavit of Randy Hoffner sworn October 24, 2024;

(e) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

(Date of issue)

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Tel: 905-528-8411

Lawyers for the Applicants

TRANS GLOBAL PARTNERS LIMITED et al.
Applicants

-and-

FIRST GLOBAL FINANCIAL CORP. et al.
Respondents

Court File No. CV-24-87580-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
HAMILTON

AMENDED NOTICE OF APPLICATION

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Lawyers for the Applicants

TRANS GLOBAL PARTNERS LIMITED et al.
Applicants

-and-

FIRST GLOBAL FINANCIAL CORP. et al.
Respondents

Court File No. CV-24-00087580-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
HAMILTON

ORDER

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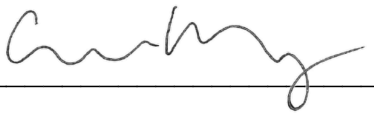
Lawyers for the Applicants

This is **Exhibit "R"** referred to in the

Affidavit of Lorraine Klemens

Sworn before me, this 28th day of February, 2025



CLARE PATRICIA MURRAY

A Commissioner, etc., Province of Ontario, while a Student-at-Law.

Expires April 27, 2026.

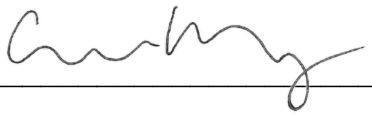
From: Sajid Mahmood
To: Mike Shakra
Subject: Read: 5318 Colonel Talbot Road
Date: Sunday, February 23, 2025 12:23:51 AM

Your message
To: Sajid Mahmood
Subject: 5318 Colonel Talbot Road
Sent: Saturday, February 22, 2025 11:58:51 PM (UTC-05:00) Eastern Time (US & Canada)
was read on Sunday, February 23, 2025 12:23:39 AM (UTC-05:00) Eastern Time (US & Canada).

This is **Exhibit "S"** referred to in the

Affidavit of Lorraine Klemens

Sworn before me, this 28th day of February, 2025



CLARE PATRICIA MURRAY

A Commissioner, etc., Province of Ontario, while a Student-at-Law.

Expires April 27, 2026.

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

February 21, 2025

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

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

Attention: Paul Girard/David Braunstein/
Elsie Plytas

Dear Sir/Madam:

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

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

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

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

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

> 5. THIS COURT ORDERS until a final disposition of these proceedings the Respondents First Global Financial Corp., Elena Salvatore, Vincent Salvatore, and Tiberis Capital Corp,

together with any employees, agents, assigns, and any person acting on their behalf or in conjunction with them, **and any and all persons with notice of the Order sought herein**, pending final disposition of these proceedings, **be and are hereby restrained from, without the written consent of the Applicants**, directly or indirectly, by any means whatsoever:

(a) **Selling, removing dissipating, alienating, transferring, assigning, encumbering or similarly dealing with their assets, or the assets of any companies which they came to control pursuant to the TGP Canada Transaction**, whether solely owned, wherever situated, including without limitation, any funds received with respect to same;
(b) **Listing for sale their assets, or the assts of any other companies which they came to control in accordance with the TGP Canada Transaction**;
(c) Instructing, requesting, counselling, demanding or encouraging any other person to do so; …..

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

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

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

We understand that the proceeds from the sale of the Property, totaling $1,899,528.20 were transferred from the purchaser of the Property, which was sold in violation of the First Global Injunction, to a bank account at TD in the name of Parminder Hundal Law Professional bearing account number 1140-5017446. Enclosed is a copy of the wire details provided by counsel to the purchaser of the Property.

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

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

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

Yours truly,

BENNETT JONES LLP

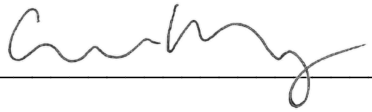
Amanda McLachlan

Amanda McLachlan

This is **Exhibit "T"** referred to in the

Affidavit of Lorraine Klemens

Sworn before me, this 28th day of February, 2025



CLARE PATRICIA MURRAY

A Commissioner, etc., Province of Ontario, while a Student-at-Law.

Expires April 27, 2026.

3354

Wire Details

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

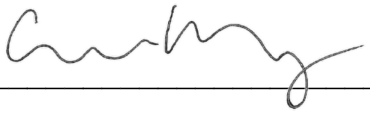
Value Date	Funding Account	Funding Account Name	Amount	Currency	Beneficiary Name	Beneficiary Account or IBAN	Status	Approvals Received:
2025-02-05	03481062053	TRUST	1,899,528.20	CAD	Parminder Hundal Law Professional	1140-5017446	Confirmed	1 of 1

Ordering Customer Account:	03481062053	**Reason for Reject**	
Ordering Customer Name:	MCKENZIE LAKE LAWYERS LLP	**Beneficiary Address:**	Corporation, in trust,490 Bramalea Road, Unit 104,Brampton,ON,L6T 2H2,CA
Ordering Customer Address:	140 FULLARTON STREET,SUITE 1800,LONDON,Ontario N6A,5P2,CA		
Primary Contact Number of Ordering Customer:		**Beneficiary Bank ID:**	000411402
Primary Contact Name of Ordering Customer:		**Beneficiary Bank ID Type:**	CC
Wire Type:	Commercial	**Beneficiary Bank Name:**	Toronto-Dominion Bank
Entry Type:	Freeform	**Beneficiary Bank Address:**	10990 Airport Road,BRAMPTON,ON,L6R 0E1,CA
Template Name:		**Account with Institution Bank ID:**	
Charges:	BEN - Additional routing charges will be paid by the beneficiary	**Account with Institution Bank ID Type:**	
Exchange Rate:	1.0	**Account with Institution Bank Name:**	
Revised Value Date:	2025-02-05	**Account with Institution Bank Address:**	
Converted Amount:	1,899,528.20 CAD	**Intermediary Bank ID:**	
		Intermediary Bank ID Type:	
		Intermediary Bank Name:	
		Intermediary Bank Address:	
Purpose of wire:	Balance due on closing MKLK 122495		
Reference Number:	WW25020566539364 - BCA250205303065 - LVTS8VHKLPY5UTR2	**Sender To Receiver Information:**	
Created By:	JOSMOND	**Related Reference No:**	
Create Date:	2025-02-05 11:34 AM	**IMAD Reference Number:**	LVTS8VHKLPY5UTR2
Last Approved By:	KCENIZA		
Last Action Date:	2025-02-05 11:39 AM		

This is **Exhibit "U"** referred to in the

Affidavit of Lorraine Klemens

Sworn before me, this 28th day of February, 2025



CLARE PATRICIA MURRAY

A Commissioner, etc., Province of Ontario, while a Student-at-Law.

Expires April 27, 2026.

[redacted]

[redacted]

Sent: Saturday, February 22, 2025 3:55 PM
To: Mike Shakra <ShakraM@bennettjones.com>
Subject: Marie Previous

Attached is a link to listing(s) for your review. Click the link to view the full listing details. This link will expire after 30 days.

5318 Colonel Talobot Rd, London
Sale Land Designated
Unavailable 6 DOM #X9241559

6211 Colonel Talbot Rd, London
Sale Land Designated
Unavailable 7 DOM #X9241565

9063 Twiss Rd, Milton
Sale Land Designated
Unavailable 13 DOM #W9231361

8 Hillsdale Ave W 1137, Toronto
0+1 Beds 3 Baths Condo Apt Apartment
Unavailable 7 DOM #C6710854

3237 Bayview Ave 305, Toronto
1+1 Bed 2 Baths Condo Apt Apartment
Unavailable 24 DOM #C8347544

3237 Bayview Ave 305, Toronto
1+1 Bed 2 Baths Condo Apt Apartment
Leased 34 DOM #C8421210

20 Bruyeres Mews 1806, Toronto
1 Bed 1 Bath Condo Apt Apartment
Leased 3 DOM #C7060666

3237 Bayview Ave 305, Toronto
1+1 Bed 2 Baths Condo Apt Apartment
Unavailable 92 DOM #C6732404

3237 Bayview Ave 305, Toronto
1+1 Bed 2 Baths Condo Apt Apartment
Unavailable 31 DOM #C8235290

3357

3237 Bayview Ave 305, Toronto
1+1 Bed 2 Baths Condo Apt Apartment
Unavailable 17 DOM #C6690682

7789 Kalar Rd, Niagara Falls
3 Beds 3 Baths Condo Townhouse 2-Storey
Unavailable 23 DOM #X10409152

370 Martha St 1003, Burlington
2 Beds 2 Baths Condo Apt Apartment
Leased 7 DOM #W9269241

3237 Bayview Ave 902, Toronto
2 Beds 2 Baths Condo Apt Apartment
Leased 4 DOM #C9235386

606 Conacher Dr Upper, Toronto
2+1 Beds 1 Bath Detached Bungalow
Unavailable 51 DOM #C5981957

370 Martha St 1003, Burlington
2 Beds 2 Baths Condo Apt Apartment
Unavailable 42 DOM #W9039049

606 Conacher Dr Upper, Toronto
2 Beds 1 Bath Detached Bungalow
Leased 13 DOM #C5985228

1177 Dundas St W Upper, Toronto
4 Beds 1 Bath Upper Level 3-Storey
Leased 14 DOM #C7325004

26 Norton Ave 1707, Toronto
2 Beds 2 Baths Condo Apt Apartment
Leased 16 DOM #C6690582

26 Norton Ave 1507, Toronto
2 Beds 2 Baths Condo Apt Apartment
Leased 26 DOM #C9015016

250 Manitoba St 535, Toronto
1+1 Bed 2 Baths Condo Apt Loft
Leased 3 DOM #W7060646

10 Mears Rd, Brant
5 Beds 4 Baths Detached 2-Storey
Leased 10 DOM #X8194224

10 Mears Rd, Brant
5 Beds 4 Baths Detached 2-Storey
Unavailable 5 DOM #X8179950

1215 Shankel Rd, Oshawa
4 Beds 5 Baths Detached 2-Storey
Leased 13 DOM #E7043764

3358

2 Augustus Terr Upper, Toronto
4 Beds 5 Baths Condo Apt 3-Storey
Unavailable 11 DOM #W9358696

1177 Dundas St W Upper, Toronto
4 Beds 1 Bath Upper Level 3-Storey
Unavailable 14 DOM #C7293960

2 Augustus Terr Upper, Toronto
4 Beds 5 Baths Condo Apt 3-Storey
Unavailable 15 DOM #W9299204

26 Ernest Ave TH5, Toronto
3+1 Beds 3 Baths Condo Townhouse 3-Storey
Leased 35 DOM #W9391187

26 Ernest Ave 5, Toronto
3+1 Beds 3 Baths Condo Townhouse 3-Storey
Leased 10 DOM #W6756144

26 Ernest Ave TH5, Toronto
3+1 Beds 3 Baths Condo Townhouse 3-Storey
Unavailable 8 DOM #W9378167

26 Ernest Ave TH5, Toronto
3+1 Beds 3 Baths Condo Townhouse 3-Storey
Unavailable 13 DOM #W9358690

122 Green Gardens Blvd, Toronto
5+2 Beds 5 Baths Att/Row/Twnhouse 3-Storey
Leased 12 DOM #C8143268

26 Ernest Ave 5, Toronto
3+1 Beds 3 Baths Condo Townhouse 3-Storey
Unavailable 5 DOM #W6743690

26 Ernest Ave TH5, Toronto
3+1 Beds 3 Baths Condo Townhouse 3-Storey
Unavailable 7 DOM #W9347052

26 Ernest Ave 5, Toronto
3+1 Beds 3 Baths Att/Row/Twnhouse 3-Storey
Unavailable 5 DOM #W6733494

122 Green Gardens Blvd, Toronto
5+1 Beds 4 Baths Att/Row/Twnhouse 3-Storey
Unavailable 15 DOM #C8031886

122 Green Gardens Blvd, Toronto
5+2 Beds 5 Baths Att/Row/Twnhouse 3-Storey
Unavailable 10 DOM #C8112816

122 Green Gardens Blvd, Toronto
5+2 Beds 5 Baths Att/Row/Twnhouse 3-Storey
Unavailable 6 DOM #C8096364

3359

122 Green Gardens Blvd, Toronto
5+2 Beds 5 Baths Att/Row/Twnhouse 3-Storey
Unavailable 8 DOM #C8068298

2550 Simcoe St N 2519, Oshawa
0 Beds 1 Bath Condo Apt Bachelor/Studio
Unavailable 10 DOM #E5967379

8 Hillsdale Ave 1137, Toronto
0+1 Beds 1 Bath Condo Apt Bachelor/Studio
Sold 4 DOM #C6710852

8 Hillsdale Ave 1137, Toronto
0+1 Beds 1 Bath Condo Apt Bachelor/Studio
Unavailable 8 DOM #C6634070

8 Hillsdale Ave 1137, Toronto
0+1 Beds 1 Bath Condo Apt Bachelor/Studio
Unavailable 6 DOM #C6696740

8 Hillsdale Ave 1137, Toronto
0+1 Beds 1 Bath Condo Apt Bachelor/Studio
Unavailable 14 DOM #C6659790

1210 Radom St 910, Pickering
3 Beds 2 Baths Condo Apt Apartment
Unavailable 3 DOM #E8468500

1210 Radom St 910, Pickering
3 Beds 2 Baths Condo Apt Apartment
Unavailable 92 DOM #E8471780

1210 Radom St 910, Pickering
3 Beds 2 Baths Condo Apt Apartment
Unavailable 3 DOM #E8452284

1210 Radom St 910, Pickering
3 Beds 2 Baths Condo Apt Apartment
Unavailable 12 DOM #E8414332

1210 Radom St 910, Pickering
3 Beds 2 Baths Condo Apt Apartment
Unavailable 11 DOM #E8310514

1210 Radom St 910, Pickering
3 Beds 2 Baths Condo Apt Apartment
Unavailable 21 DOM #E8350270

1210 Radom St 910, Pickering
3 Beds 2 Baths Condo Apt Apartment
Unavailable 61 DOM #E9378208

10 De Boers Dr 604, Toronto
2+1 Beds 2 Baths Condo Apt Apartment
Sold 28 DOM #W7257896

3360

31 Tippett Rd 801, Toronto
2 Beds 1 Bath Condo Apt Apartment
Sold 10 DOM #C6031531

15 Mosaics Ave, Aurora
3 Beds 3 Baths Condo Townhouse 2-Storey
Sold 14 DOM #N7326906

180 John West Way 324, Aurora
2+1 Beds 2 Baths Condo Apt Apartment
Sold 14 DOM #N8235692

57 St Joseph St 202, Toronto
1+1 Bed 1 Bath Condo Apt Apartment
Unavailable 84 DOM #C9270009

57 St Joseph St 202, Toronto
1+1 Bed 1 Bath Condo Apt Apartment
Unavailable 22 DOM #C8311164

57 St Joseph St 202, Toronto
1+1 Bed 1 Bath Condo Apt Apartment
Unavailable 76 DOM #C10428700

15 Mosaics Ave, Aurora
3 Beds 3 Baths Condo Townhouse 2-Storey
Unavailable 6 DOM #N7315366

57 St Joseph St 202, Toronto
1+1 Bed 1 Bath Condo Apt Apartment
Unavailable 90 DOM #C8379848

15 Mosaics Ave, Aurora
3 Beds 3 Baths Condo Townhouse 2-Storey
Unavailable 8 DOM #N7297562

4001 Weaver Rd, Niagara Falls
Sale Land Designated
Unavailable 29 DOM #X9263004

29 Twenty Second St, Toronto
2+1 Beds 2 Baths Detached Bungalow
Sold 14 DOM #W9906379

29 Twenty Second St, Toronto
2+1 Beds 2 Baths Detached Bungalow
Unavailable 7 DOM #W9509002

29 Twenty Second St, Toronto
2+1 Beds 2 Baths Detached Bungalow
Unavailable 22 DOM #W9377997

20 Shore Breeze Dr 702, Toronto
2 Beds 2 Baths Condo Apt Apartment
Unavailable 91 DOM #W9299491

3361

20 Shore Breeze Dr 702, Toronto
2 Beds 2 Baths Condo Apt Apartment
Unavailable 89 DOM #W8418354

20 Shore Breeze Dr 702, Toronto
2 Beds 2 Baths Condo Apt Apartment
Unavailable 17 DOM #W8357122

10 Mears Rd, Brant
5 Beds 4 Baths Detached 2-Storey
Unavailable 15 DOM #X8099972

1215 Shankel Rd, Oshawa
4 Beds 5 Baths Detached 2-Storey
Unavailable 9 DOM #E5977579

370 Martha St 1003, Burlington
2 Beds 2 Baths Condo Apt Apartment
Unavailable 62 DOM #W9039143

1215 Shankel Rd, Oshawa
4 Beds 5 Baths Detached 2-Storey
Unavailable 13 DOM #E5996163

1215 Shankel Rd, Oshawa
4 Beds 5 Baths Detached 2-Storey
Unavailable 92 DOM #E6161260

10 Mears Rd, Brant
5 Beds 4 Baths Detached 2-Storey
Unavailable 92 DOM #X8142654

1215 Shankel Rd, Oshawa
4 Beds 5 Baths Detached 2-Storey
Unavailable 48 DOM #E6019495

1215 Shankel Rd, Oshawa
4 Beds 5 Baths Detached 2-Storey
Unavailable 17 DOM #E6062128

26 Ernest Ave TH5, Toronto
3+1 Beds 3 Baths Att/Row/Twnhouse 3-Storey
Unavailable 5 DOM #W9371917

26 Ernest Ave TH5, Toronto
3+1 Beds 3 Baths Att/Row/Twnhouse 3-Storey
Unavailable 15 DOM #W9346934

0 Weaver Rd, Niagara Falls
Sale Land Designated
Unavailable 37 DOM #X9250508

778 Exceller Circ, Newmarket
5+1 Beds 5 Baths Detached 2-Storey
Sold 10 DOM #N6100328

3362

44 Frood Rd, Sudbury Remote Area
Sale Investment Apts-13 To 20 Units Apartment
Unavailable 92 DOM #X9240918

44 Frood Rd, Sudbury Remote Area
Sale Investment Apts-13 To 20 Units Apartment
Unavailable 91 DOM #X7348080

44 Frood Rd, Sudbury Remote Area
Sale Investment Apts-13 To 20 Units Apartment
Unavailable 50 DOM #X8449364

44 Frood Rd, Sudbury Remote Area
Sale Investment Apts-13 To 20 Units Apartment
Unavailable 92 DOM #X8141740

0 Sodom Rd E, Niagara Falls
Sale Land Designated
Unavailable 37 DOM #X9250524

6211 Colonel Talbot Rd, London
Sale Land Designated
Unavailable 37 DOM #X9249955

9063 Twiss Rd, Milton
Sale Land Designated
Unavailable 15 DOM #W9249957

0 Dingman Dr, London
Sale Land Designated
Unavailable 37 DOM #X9250090

5318 Colonel Talobot Rd, London
Sale Land Designated
Unavailable 37 DOM #X9249952

0 STANLEY Ave E, Niagara Falls
Sale Land Designated
Unavailable 37 DOM #X9250496

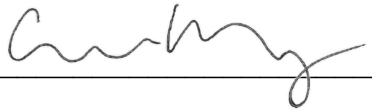
85 Crooks St, Fort Erie
Sale Land Designated
Unavailable 37 DOM #X9249962

11720 Highway 27, Vaughan
Sale Land Other Designated
Unavailable 27 DOM #N9266397

This is **Exhibit "V"** referred to in the

Affidavit of Lorraine Klemens

Sworn before me, this 28th day of February, 2025



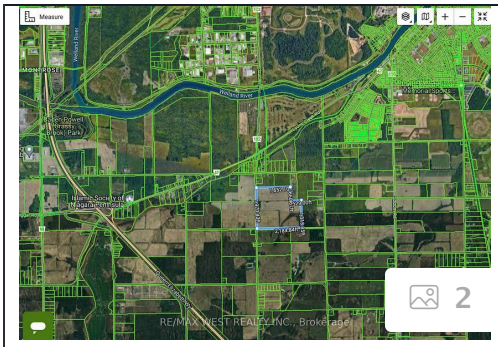
CLARE PATRICIA MURRAY

A Commissioner, etc., Province of Ontario, while a Student-at-Law.

Expires April 27, 2026.

Back

Overview · Links #X9250496



0 STANLEY Ave E **Lis**
Niagara Falls Ontario L2E 0A6 **For**
Niagara Falls Niagara
SPIS: N **For:** Sale
Taxes: $8,194.82/2024/Annual **Last Status:** TER
Legal:
PT LT 15 CON 4 WILLOUGHBY; PT LT 16 CON 4 WILLOUGHBY AS IN RO110336 ; NIAGARA FALLS

Land **Occup:** Vacant **Lse Term**
Designated **Freestanding:** **Holdover:**
SPIS: N **Franchise:**
Com Cndo Fee:
Dir/Cross St: QEW Hwy & Lyons Creek Road

MLS#: X9250496 **Sellers:** LYONS CREEK NIAGARA FALLS PARK INC.
Possession: **Remarks:** Vacant
PIN#: **ARN#:**
Additional PIN#:

Total Area:	90.81 Acres	**Survey:**		**Soil Test:**	
Ofc/Apt Area:		**Lot/Bldg/Unit/Dim:**		**Out Storage:**	
Indust Area:		1652 x 2184 Feet Lot		**Rail:**	
Retail Area:		**Lot Irreg:**	See Extras.	**Crane:**	
Apx Age:		**Bay Size:**		**Basement:**	
Volts:		**%Bldg:**		**Elevator:**	
Amps:		**Washrooms:**	0	**UFFI:**	
Zoning:		**Water:**	Other	**Assessment:**	
CONSERVATION - OPEN SPACE, RURAL		**Water Supply:**		**Chattels:**	
Truck Level:		**Sewers:**	San Avail	**LLBO:**	
Grade Level:		**A/C:**		**Days Open:**	
Drive-In:		**Utilities:**	A	**Hours Open:**	
Double Man:		**Garage Type:**		**Employees:**	
Clear Height:		**Park Spaces:**	**#Trl Spc:**	**Seats:**	
Sprinklers:		**Energy Cert:**		**Area Infl:**	
Heat:		**Cert Level:**		**HST Applicable**	
Phys Hdcp-Eqp:		**GreenPIS:**		**to Sale Price:**	
Lot Shape:	Irregular				
Lot Size	GeoWarehouse				
Source:					

Bus/Bldg Name: **For Year:** **Financial Stmt:**
Actual/Estimated:

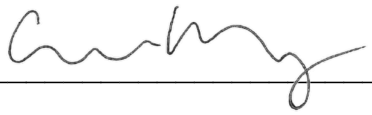
Taxes:	**Heat:**	**Gross Inc/Sales:**	**EstValueInv At Cost:**
Insur:	**Hydro:**	**-Vacancy Allow:**	**Com Area Upcharge:**
Mgmt:	**Water:**	**-Operating Exp:**	**% Rent:**
Maint:	**Other:**	**=NetIncB4Debt:**	

Client Remks: Attention Builders, Developers and Investors; Introducing STANLEY AVE ES, 91 Acres Unmatched Advantageous Location Nestled Between The QEW Hwy and Lyon's Creek Road In The Nia Minutes To The QEW Hwy, Peace Bridge, United States International Boarder And Sought-after Summ Destination, Crystal Beach To The South. Optimal Buy And Hold Or Redevelop. Cash Offers Only. No Date. First Come First Serve.
Extras: Lot Measurements 1,652.10 ft x 1,970.43 ft x 2,184.84 ft x 1,313.85 ft x 529.00 ft x 660.(Geowarehouse Report
Inclusions: Legal Descripton: PT LT 15 CON 4 WILLOUGHBY; PT LT 16 CON 4 WILLOUGHBY AS IN RC FALLS
Exclusions:
Rental Items:
Showing Requirements: Showing System,List Brokerage,List Salesperson

This is **Exhibit "W"** referred to in the

Affidavit of Lorraine Klemens

Sworn before me, this 28th day of February, 2025



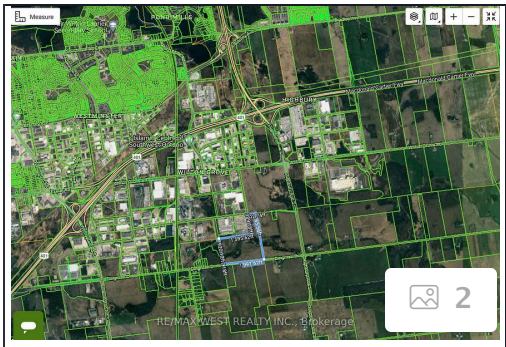
CLARE PATRICIA MURRAY

A Commissioner, etc., Province of Ontario, while a Student-at-Law.

Expires April 27, 2026.

Back

Overview · Links #X9250090



0 Dingman Dr **Lis**
London Ontario N0L 1B0 **For**
London Middlesex
SPIS: N **For:** Sale
Taxes: $16,203.20/2024/Annual **Last Status:** TER
Legal:
PART SOUTH 1/2 LOT 12 CONCESSION 3 AS IN 297548; EXCEPT PART 1, 33R-2988; SUBJECT TO WU39775, WU53166, 604919 LONDON/WESTMINSTER "DESCRIPTION AMENDED 2009/02/26, RE:EXCEPT, M. VINER"

Land **Occup:** Vacant **Lse Term**
Designated **Freestanding:** **Holdover:**
SPIS: N **Franchise:**
Com Cndo Fee:
Dir/Cross St: Hwy 401 / Highbury Ave.S

MLS#: X9250090 **Sellers:** GREENVALLEY ESTATES II INC.
Possession: **Remarks:** Vacant
PIN#: **ARN#:**
Additional PIN#:

Total Area:	66.9 Acres	**Survey:**		**Soil Test:**	
Ofc/Apt Area:		**Lot/Bldg/Unit/Dim:**		**Out Storage:**	
Indust Area:		1991.62 x 2265.56 Feet Lot		**Rail:**	
Retail Area:		**Lot Irreg:**	See Extras	**Crane:**	
Apx Age:		**Bay Size:**		**Basement:**	
Volts:		**%Bldg:**		**Elevator:**	
Amps:		**Washrooms:**	0	**UFFI:**	
Zoning:	AG2, h4*AG2, ER, OS4	**Water:**	Other	**Assessment:**	
Truck Level:		**Water Supply:**		**Chattels:**	
Grade Level:		**Sewers:**	San Avail	**LLBO:**	
Drive-In:		**A/C:**		**Days Open:**	
Double Man:		**Utilities:**	A	**Hours Open:**	
Clear Height:		**Garage Type:**		**Employees:**	
Sprinklers:		**Park Spaces:**	**#Trl Spc:**	**Seats:**	
Heat:		**Energy Cert:**		**Area Infl:**	
Phys Hdcp-Eqp:		**Cert Level:**		**HST Applicable**	
Lot Shape:	Irregular	**GreenPIS:**		**to Sale Price:**	
Lot Size Source:	GeoWarehouse				

Bus/Bldg Name: **For Year:** **Financial Stmt:**
Actual/Estimated:

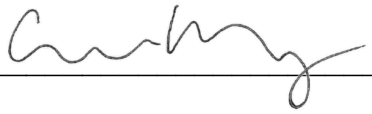
Taxes:	**Heat:**	**Gross Inc/Sales:**	**EstValueInv At Cost:**
Insur:	**Hydro:**	**-Vacancy Allow:**	**Com Area Upcharge:**
Mgmt:	**Water:**	**-Operating Exp:**	**% Rent:**
Maint:	**Other:**	**=NetIncB4Debt:**	

Client Remks: Prime Land Investment Opportunity Off Canada's Most Heavily Travelled Highways; 4 Highway 402 in London, Ontario. Introducing 0 Dingman Drive Road, 67 Acres Of Vacant Land Locat 401, Canada's Most Heavily Travelled Highways. Nestled Between Two Major 400 Series Highways Of These Two Major Highways Connect London To Western Ontario As Well As United States Boarder, O Or Redevelop.
Extras: Lot Measurements: 347.18 ft x 1,991.62 ft x 2,265.56 ft x 392.74 ft x 989.18 ft x 1,595.6 Geowarehouse
Inclusions: Legal Description: PART SOUTH 1/2 LOT 12 CONCESSION 3 AS IN 297548; EXCEPT PAR SUBJECT TO WU39775, WU53166, 604919 LONDON/WESTMINSTER "DESCRIPTION AMENDED 2009/0 VINER"

This is **Exhibit "X"** referred to in the

Affidavit of Lorraine Klemens

Sworn before me, this 28th day of February, 2025



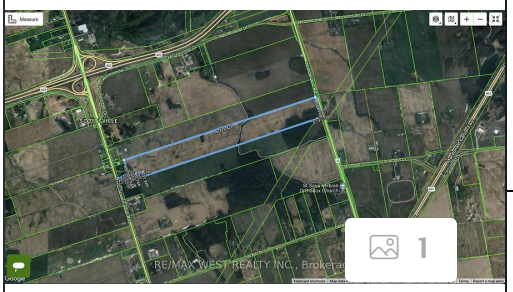
CLARE PATRICIA MURRAY

A Commissioner, etc., Province of Ontario, while a Student-at-Law.

Expires April 27, 2026.

Back

Overview · Links #X9241559



5318 Colonel Talobot Rd **Lis**
London Ontario N6P 1H9 **For**
London Middlesex
SPIS: N **For:** Sale
Taxes: $4,384.02/2024/Annual **Last Status:** TER
Legal:
Part Lot 63 Etr As In Wu28828; Except Wu30493, Wu3

Land **Occup:** Vacant **Lse Term**
Designated **Freestanding:** **Holdover:**
SPIS: N **Franchise:**
Com Cndo Fee:
Dir/Cross St: Colonel Talbot Rd / 401 Hwy

MLS#: X9241559 **Sellers:** London Valley Inc.
Possession: **Remarks:** Vacant
PIN#: **ARN#:**
Additional PIN#:

Total Area:	96.58 Acres	**Survey:**		**Soil Test:**	
Ofc/Apt Area:		**Lot/Bldg/Unit/Dim:**		**Out Storage:**	
Indust Area:		285 x 226 Feet Lot		**Rail:**	
Retail Area:		**Lot Irreg:**		**Crane:**	
Apx Age:		284.55 Ft x 225.67 ft x 183.09 ft x 200.		**Basement:**	
Volts:				**Elevator:**	
Amps:		**Bay Size:**		**UFFI:**	
Zoning:	ER, R1-14, AG 2	**%Bldg:**		**Assessment:**	
Truck Level:		**Washrooms:**	0	**Chattels:**	
Grade Level:		**Water:**	Other	**LLBO:**	
Drive-In:		**Water Supply:**		**Days Open:**	
Double Man:		**Sewers:**	None	**Hours Open:**	
Clear Height:		**A/C:**		**Employees:**	
Sprinklers:		**Utilities:**	N	**Seats:**	
Heat:		**Garage Type:**		**Area Infl:**	
Phys Hdcp-Eqp:		**Park Spaces:**	**#Trl Spc:**	**HST Applicable to Sale Price:**	
		Energy Cert:			
		Cert Level:			
		GreenPIS:			

Bus/Bldg Name: **For Year:** **Financial Stmt:** N

Actual/Estimated:

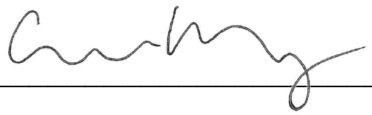
Taxes:	**Heat:**	**Gross Inc/Sales:**	**EstValueInv At Cost:**
Insur:	**Hydro:**	**-Vacancy Allow:**	**Com Area Upcharge:**
Mgmt:	**Water:**	**-Operating Exp:**	**% Rent:**
Maint:	**Other:**	**=NetIncB4Debt:**	

Client Remks: Prime Land Investment Opportunity Off Canada's Most Heavily Travelled Highways; 4 Highway 402 in London, Ontario. Introducing 5318 Colonel Talbot Road, 97 Acres of Vacant Land W Advantageous Location Nestled Between Two Major 400 Series Highways Off The Interchange. These Connect London To Western Ontario As Well As United States, Boarder, Optimal Buy And Hold Or Re
Extras: Part Lot 63 Etr As In Wu28828; Except Wu30493, Wu45704, Wu49601, Wu80146, 299895, Cm168 & Plan Er1060831; Subject To 340398, Wu45704; Description In 398299 May Not Be Accept London /Westminster.
Inclusions:
Exclusions:
Rental Items:
Showing Requirements: Showing System
Brkage Remks: Please See Attached Schedule B & Form 801 With All Offers. Buyer And Buyer Agent Measurements, Taxes and Zoning, Please Contact La Before Submitting, Submit Offers To Mariecone

This is **Exhibit "Y"** referred to in the

Affidavit of Lorraine Klemens

Sworn before me, this 28th day of February, 2025



CLARE PATRICIA MURRAY

A Commissioner, etc., Province of Ontario, while a Student-at-Law.

Expires April 27, 2026.

Back

Overview · Links #X9249962

85 Crooks St **Lis**
Fort Erie Ontario L2A 4H2 **For**
Fort Erie Niagara
SPIS: N **For:** Sale
Taxes: $44,205.39/2024/Annual **Last Status:** TER
Legal:
Assessment Roll Legal DescriptionPLAN 24 LOT 84 LOT 8 BLK R NP525

Land **Occup:** Vacant **Lse Term**
Designated **Freestanding:** **Holdover:**
SPIS: N **Franchise:**
Com Cndo Fee:
Dir/Cross St: QEW Hwy / Thompson Road

MLS#: X9249962 **Sellers:** CBJ - FORT ERIE HILLS INC.
Possession: **Remarks:** Vacant
PIN#: 642330064 **ARN#:** 270301005402600
Additional PIN#:

Total Area:	84.86 Acres	**Survey:**		**Soil Test:**	
Ofc/Apt Area:		**Lot/Bldg/Unit/Dim:**		**Out Storage:**	
Indust Area:		3665 x 1484 Feet Lot		**Rail:**	
Retail Area:		**Lot Irreg:**	See Extras.	**Crane:**	
Apx Age:		**Bay Size:**		**Basement:**	
Volts:		**%Bldg:**		**Elevator:**	
Amps:		**Washrooms:**	0	**UFFI:**	
Zoning:	CMU1(H), RM1(H)	**Water:**	Other	**Assessment:**	
Truck Level:		**Water Supply:**		**Chattels:**	
Grade Level:		**Sewers:**	San Avail	**LLBO:**	
Drive-In:		**A/C:**		**Days Open:**	
Double Man:		**Utilities:**	A	**Hours Open:**	
Clear Height:		**Garage Type:**		**Employees:**	
Sprinklers:		**Park Spaces:**	**#Trl Spc:**	**Seats:**	
Heat:		**Energy Cert:**		**Area Infl:**	
Phys Hdcp-Eqp:		**Cert Level:**		**HST Applicable**	
Lot Shape:	Irregular	**GreenPIS:**		**to Sale Price:**	
Lot Size Source:	GeoWarehouse				

Bus/Bldg Name: **For Year:** **Financial Stmt:**
Actual/Estimated:

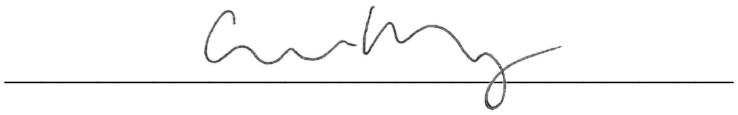
Taxes:	**Heat:**	**Gross Inc/Sales:**	**EstValueInv At Cost:**
Insur:	**Hydro:**	**-Vacancy Allow:**	**Com Area Upcharge:**
Mgmt:	**Water:**	**-Operating Exp:**	**% Rent:**
Maint:	**Other:**	**=NetIncB4Debt:**	

Client Remks: Attention Builders, Developers and Investors; Introducing 85 Crooks Street, 85 Acres Units With Draft Plan Approved For Sale In The Heart Of Fort Erie. Mix Of Condo, Towns & Singles. N Residential Neighbourhood of Niagara Peninsula, 3 Km From QEW Highway, Peace Bridge And United Boarder. Boarding On Existing Residential To The East And To The South. Cash Offers Only. No Conc First Come First Serve.
Extras: Lot Measurements Irreg: 753.61 ft x 536.41 ft x 3,665.27 ft x 1,484.21 ft x 404.75 ft x 84 733.60 ft x 165.43 ft x 203.71 ft x 571.44 ft as Per Geowarehouse Report
Inclusions: Legal Description: BLK R W/S CROOKS ST PL 525 VILLAGE OF BRIDGEBURG; LT 84 W/S C VILLAGE OF BRIDGEBURG; PT BLK S W/S CROOKS ST PL 525 VILLAGE OF BRIDGEBURG; PT LT 8 CON 2 BERTIE AS IN RO461513 ; FORT ERIE
Exclusions:
Rental Items:
Showing Requirements: Showing System,List Brokerage,List Salesperson

This is **Exhibit "Z"** referred to in the

Affidavit of Lorraine Klemens

Sworn before me, this 28th day of February, 2025



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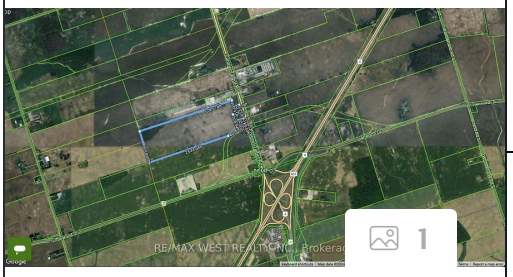
Back

Overview · Links #X9241565



6211 Colonel Talbot Rd Lis
London Ontario N6P 1J2 For
London Middlesex
SPIS: N **For:** Sale
Taxes: $4,685.86/2024/Annual **Last Status:** TER
Legal: Colonel Talbot Rd/401 Hwy

Land **Occup:** Vacant **Lse Term**
Designated **Freestanding:** **Holdover:**
SPIS: N **Franchise:**
Com Cndo Fee:
Dir/Cross St: Colonel Talbot Rd/401 Hwy

MLS#: X9241565 **Sellers:** London Valley IV Inc.
Possession: **Remarks:** Vacant
PIN#: 082110150 **ARN#:** 393608006015600
Additional PIN#:

Total Area:	72.22 Acres	**Survey:**		**Soil Test:**	
Ofc/Apt Area:		**Lot/Bldg/Unit/Dim:**		**Out Storage:**	
Indust Area:		285 x 226 Feet Lot		**Rail:**	
Retail Area:		**Lot Irreg:**		**Crane:**	
Apx Age:		284.55 ft x 225.67 ft x 183.09 ft x		**Basement:**	
Volts:		200.		**Elevator:**	
Amps:		**Bay Size:**		**UFFI:**	
Zoning:	ER, AG2	**%Bldg:**		**Assessment:**	
Truck Level:		**Washrooms:**	0	**Chattels:**	
Grade Level:		**Water:**	Municipal	**LLBO:**	
Drive-In:		**Water Supply:**		**Days Open:**	
Double Man:		**Sewers:**	None	**Hours Open:**	
Clear Height:		**A/C:**		**Employees:**	
Sprinklers:		**Utilities:**	N	**Seats:**	
Heat:		**Garage Type:**		**Area Infl:**	
Phys Hdcp-Eqp:		**Park Spaces:**	**#Trl Spc:**	**HST Applicable to Sale Price:**	
		Energy Cert:			
		Cert Level:			
		GreenPIS:			

Bus/Bldg Name: **For Year:** **Financial Stmt:**
Actual/Estimated:

Taxes:	**Heat:**	**Gross Inc/Sales:**	**EstValueInv At Cost:**
Insur:	**Hydro:**	**-Vacancy Allow:**	**Com Area Upcharge:**
Mgmt:	**Water:**	**-Operating Exp:**	**% Rent:**
Maint:	**Other:**	**=NetIncB4Debt:**	

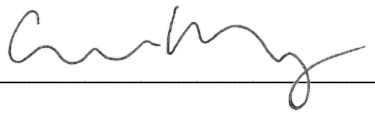
Client Remks: Prime land investment opportunity off Canada's most heavily travelled highways; 40 402 in London, Ontario. Introducing 6211 Colonel Talbot Road, 72 acres of vacant land with an unm location nestled between two major 400 series highways off the interchange. These two major highv to Western Ontario as well as united States boarder. Optimal buy and hold or redevelop.
Extras: PART LOT 57 WTR AS IN 753369 SAVE & EXCEPT PART 2 PLAN 33R-16279 AND PARTS 1 AN EXPROPRIATION PLAN ER1469148, WESTMINISTER CITY OF LONDON.
Inclusions:
Exclusions:
Rental Items:
Showing Requirements: Showing System
Brkage Remks: Please see attached Schedule B & form 801 with all offers. Buyer and buyer agent t taxes and zoning. Please contact LA before submitting. Submit offers to mariecanonaco@gmail.com

RE/MAX WEST REALTY INC. **Ph:** 416-769-1616 **Fax:** 416-769-1524

This is **Exhibit "AA"** referred to in the

Affidavit of Lorraine Klemens

Sworn before me, this 28th day of February, 2025



CLARE PATRICIA MURRAY

A Commissioner, etc., Province of Ontario, while a Student-at-Law.

Expires April 27, 2026.

Back

Overview · Links #N9266397

11720 Highway 27 Lis
Vaughan Ontario L0J 1C0 For
Vaughan Kleinburg York
SPIS: N **For:** Sale
Taxes: $11,563/2023/Annual **Last Status:** TER
Legal:
PT LT 32 CON 9 VAUGHAN PT 1 65R18567; CITY OF VAU

Land **Occup:** Vacant **Lse Term**
Designated **Freestanding:** N **Holdover:**
Other **SPIS:** N **Franchise:**
Com Cndo Fee:
Dir/Cross St: Kirby Road/Highway 27

MLS#: N9266397 **Sellers:** First Global Financial Corp.
Possession:
PIN#: 033490125 **ARN#:** 192800036095000
Additional PIN#:

Total Area:	88.23 Acres	**Survey:**		**Soil Test:**	
Ofc/Apt Area:		**Lot/Bldg/Unit/Dim:**		**Out Storage:**	
Indust Area:		2934.22 x 1349.2 Feet Lot		**Rail:**	
Retail Area:		**Lot Irreg:**		**Crane:**	
Apx Age:		2,934.22 ft x 1,349.20 ft x 2,943.01 ft		**Basement:**	
Volts:		**Bay Size:**		**Elevator:**	
Amps:		**%Bldg:**		**UFFI:**	
Zoning:	A	**Washrooms:**	0	**Assessment:**	
Truck Level:		**Water:**	None	**Chattels:**	
Grade Level:		**Water Supply:**		**LLBO:**	
Drive-In:		**Sewers:**	None	**Days Open:**	
Double Man:		**A/C:**		**Hours Open:**	
Clear Height:		**Utilities:**	A	**Employees:**	
Sprinklers:		**Garage Type:**		**Seats:**	
Heat:		**Park Spaces:**	**#Trl Spc:**	**Area Infl:**	
Phys Hdcp-Eqp:		**Energy Cert:**		**HST Applicable to Sale Price:**	
		Cert Level:			
		GreenPIS:			

Bus/Bldg Name: **For Year:** **Financial Stmt:** N

Actual/Estimated:

Taxes:	**Heat:**	**Gross Inc/Sales:**	**EstValueInv At Cost:**
Insur:	**Hydro:**	**-Vacancy Allow:**	**Com Area Upcharge:**
Mgmt:	**Water:**	**-Operating Exp:**	**% Rent:**
Maint:	**Other:**	**=NetIncB4Debt:**	

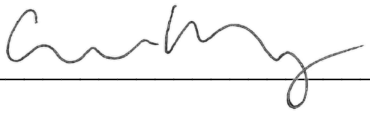
Client Remks: Attention Builders, Developers and Investors; Introducing 11720 Hwy 27, A Total of Land Located Directly on Hwy 27. Nestled In An Optimal Location Between The Kleinburg and Noblet Minute Drive to Hwy 427 and 15 Minute Drive to Hwy 407. Optimal Buy and Hold Or Redevelop. No
Extras:
Inclusions:
Exclusions:
Rental Items:
Showing Requirements: Showing System
Brkage Remks: Property Being Sold In As-Is, Where-Is, Condition. Please Attach Schedule B & Form Buyer and Buyer Agent To Verify Measurements, Taxes and Zoning. No Offer Date. Please Contact LA Before Submitting. Submit Offers To Mariecanonaco@gmail.com

RE/MAX WEST REALTY INC. **Ph:** 416-769-1616 **Fax:** 416-769-1524
1678 Bloor St., West Toronto M6P1A9

This is **Exhibit "BB"** referred to in the

Affidavit of Lorraine Klemens

Sworn before me, this 28th day of February, 2025



CLARE PATRICIA MURRAY

A Commissioner, etc., Province of Ontario, while a Student-at-Law.

Expires April 27, 2026.

Transaction Number: APP-A10715257291
Report Generated on February 25, 2025, 13:20

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

ROZHINA DEVELOPMENT GROUP INC. as of February 25, 2025

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	ROZHINA DEVELOPMENT GROUP INC.
Ontario Corporation Number (OCN)	2548870
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	November 30, 2016
Registered or Head Office Address	Attention/Care of BEHZAD PILEHVAR, 70 Harrison Road, Toronto, Ontario, M2L 1V8, Canada

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

V. Quintanilla W.

Director/Registrar

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

Minimum Number of Directors	1
Maximum Number of Directors	10

Active Director(s)

Name	BEHZAD PILEHVER
Address for Service	70 Harrison Rd., Toronto, Ontario, M2L 1V8, Canada
Resident Canadian	Yes
Date Began	November 30, 2016

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Active Officer(s)

There are no active Officers currently on file for this corporation.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.
V. Quintanilla W.
Director/Registrar
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Corporate Name History

Name	ROZHINA DEVELOPMENT GROUP INC.
Effective Date	November 30, 2016

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V. Quintanilla W.
Director/Registrar
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Active Business Names

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

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

Expired or Cancelled Business Names

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

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Director/Registrar
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Transaction Number: APP-A10715257291
Report Generated on February 25, 2025, 13:20

Document List

Filing Name	Effective Date
Annual Return - 2019 PAF: BEHZAD PILEHVAR - DIRECTOR	May 09, 2021
Annual Return - 2020 PAF: BEHZAD PILEHVAR - DIRECTOR	April 25, 2021
Annual Return - 2019 PAF: BEHZAD PILEHVAR - DIRECTOR	November 29, 2020
Annual Return - 2018 PAF: BEHZAD PILEHVAR - DIRECTOR	November 29, 2020
Annual Return - 2017 PAF: BEHZAD PILEHVAR - DIRECTOR	November 29, 2020
BCA - Articles of Incorporation	November 30, 2016

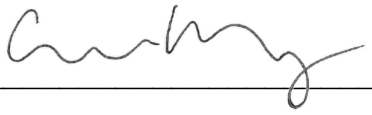
All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

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

This is **Exhibit "CC"** referred to in the

Affidavit of Lorraine Klemens

Sworn before me, this 28th day of February, 2025

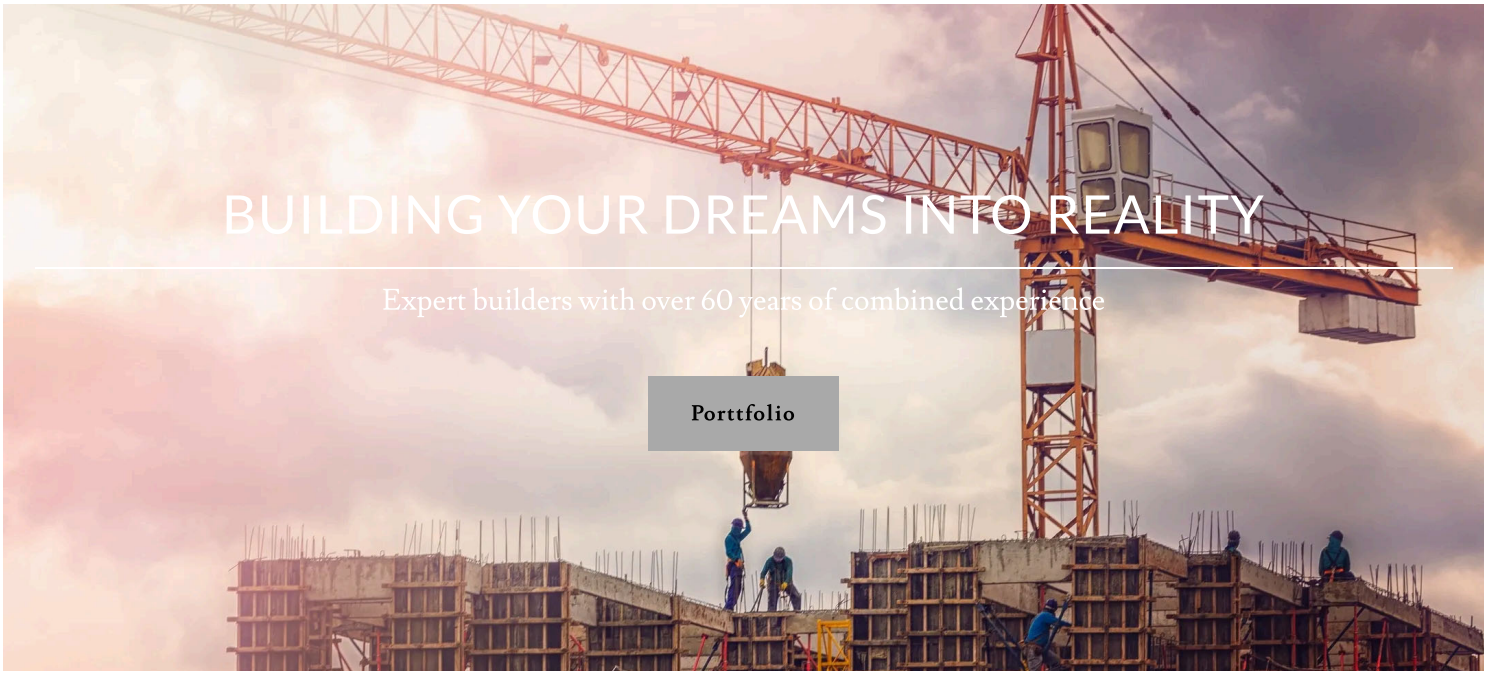


CLARE PATRICIA MURRAY

A Commissioner, etc., Province of Ontario, while a Student-at-Law.

Expires April 27, 2026.

ROZHINA DEVELOPMENT GROUP



ROZHINA DEVELOPMENT GROUP

Rozhina Development Group

LAND DEVELOPERS

Building Dreams. Crafting Futures & Excellence in Every Foundation

Welcome to Rozhina Development Group (RDG) – Building Communities, Shaping Dreams

Rozhina Development Group Inc. (RDG), is a visionary development company founded in 2016 and located in the Greater Toronto Area (GTA). Dedicated to innovation, quality, and community building, RDG focuses on projects within a one-hour drive from downtown Toronto. With over **1500 Residential future development units in Southern Ontario**, RDG has established itself as a key player in the real estate development industry.

Through the merger of **four leading development and community builder companies**, RDG has become a powerhouse of expertise and creativity, offering exceptional real estate projects that meet the diverse needs of its clients.

EXPLORE OUR COMMUNITY GALLERY

Subscribe to our news letter

Email Address

Sign up

BE IN TOUCH

Signup to our news letter

Name

Email*

Phone

Address (Street, City, Zip Code)

Drop us a line ! Lets Get Connected

Attach Files

Attachments (0)

Send

This site is protected by reCAPTCHA and the Google Privacy Policy and Terms of Service apply.

Better yet, see us in person!

We stay in constant communication with our customers until the job is done. To get a free quote, or if you have questions or special requests, just drop us a line.

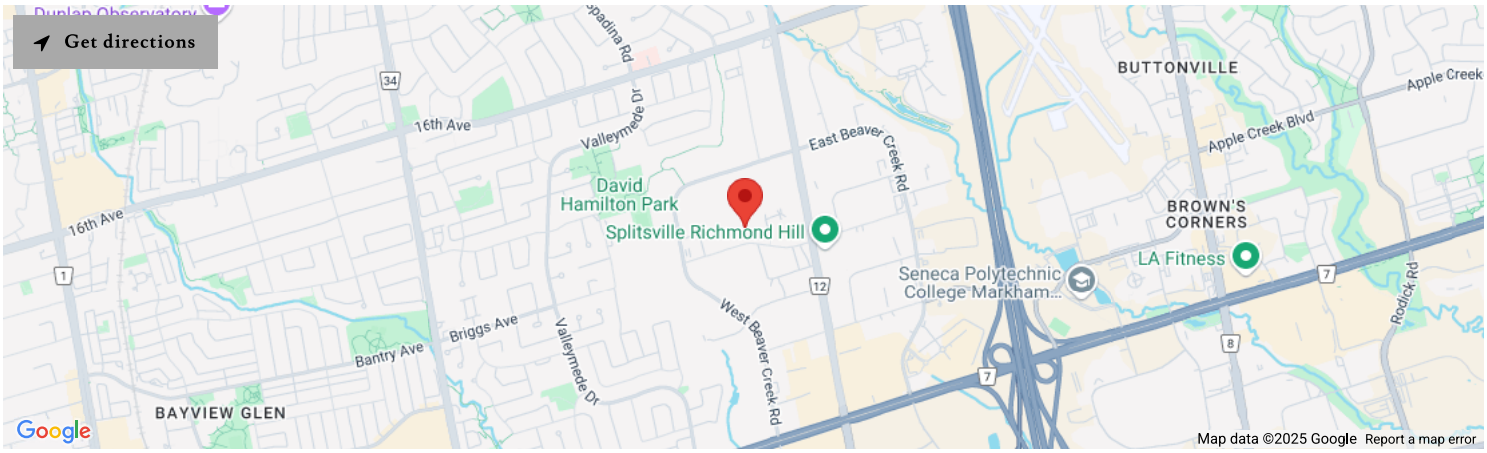
Rozhina Development Group

50 West Wilmot St, Richmond Hill, ON L4B 1M5, Canada

+1 (905) 597-3333

Hours

Open today 09:00 a.m. – 05:00 p.m.



Disclaimer

Rozhina Development Group (RDG) is a land banking project that currently holds over 1,000 acres of land in Southern Ontario. RDG is neither a builder nor a developer. Should RDG decide to develop any land held by RDG or its subsidiaries, such activities will be conducted by outsourcing services from third-party companies, such as planners and consultants. Any construction projects will be subject to a tender process, where builders can submit quotes through our website.

At this time, RDG does not have a sales office or conduct pre-sales. When land or projects are made available for sale, RDG will obtain all necessary permits, insurance, and licenses from the appropriate authorities as required by law.

This document is for informational purposes only and does not constitute an offer, sale, or solicitation of any project. Always verify details independently and consult with a legal professional for specific guidance.

Portfolio

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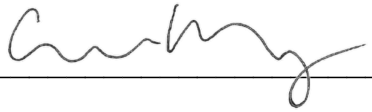
This is **Exhibit "DD"** referred to in the

Affidavit of Lorraine Klemens

Sworn before me, this 28th day of February, 2025



CLARE PATRICIA MURRAY

A Commissioner, etc., Province of Ontario, while a Student-at-Law.

Expires April 27, 2026.

ROZHINA DEVELOPMENT GROUP

REDEFINING EXCELLENCE IN REAL ESTATE DEVELOPMENT

ROZHINA DEVELOPMENT GROUP

ROZHINA DEVELOPMENT GROUP

and Innovation

At **Rozhina Development Group Inc. (RDG)**, we pride ourselves on building communities and shaping dreams. Represented by **Rozhina.ca** and **Rozhinadevelopment.ca**, our journey began in **2016**, headquartered in the **Greater Toronto Area (GTA)**. RDG focuses on creating exceptional developments within a one-hour drive of downtown Toronto, firmly establishing itself as a leader in the real estate development sector.

Our story is defined by a transformative **merger of four esteemed development and community-building companies**, uniting **nearly a century of combined expertise** under one vision. This strategic alliance has elevated RDG into a dynamic powerhouse of innovation and craftsmanship, enabling us to tackle ambitious projects and exceed industry standards.

With a robust portfolio of **1,500 residential units in the GTA and surrounding areas**, RDG is setting new benchmarks for **quality, creativity, and community-driven design**. By leveraging our collective strength, we are not just developing properties; we are crafting vibrant, sustainable communities that redefine modern living.

Explore our journey, experience our vision, and join us in building the future.

ABOUT ROZHINA DEVELOPMENT GROUP

ROZHINA DEVELOPMENT GROUP

company, combining the expertise, resources, and vision of these established organizations. Together, we bring **over a century of combined experience** to the real estate market, positioning RDG as a powerhouse of innovation and capability.

MERGER

- This merger has not only expanded our portfolio but also solidified our presence as a leader in the development of exceptional residential and commercial properties. With **1,500 residential units across the GTA and beyond**, and a proven track record of delivering quality and community-focused projects, RDG continues to set the standard for excellence in the industry.

ROZHINA DEVELOPMENT GROUP

OUR STRENGTH

By uniting the strengths of these four trusted brands, we've established a foundation for sustained growth, collaboration, and the creation of projects that truly stand the test of time. At RDG, we are not just developing properties we are shaping the future of communities and building a legacy of trust and quality.

Our Partners

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ROZHINA DEVELOPMENT GROUP

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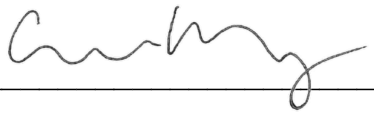
This is **Exhibit "EE"** referred to in the

Affidavit of Lorraine Klemens

Sworn before me, this 28th day of February, 2025



CLARE PATRICIA MURRAY

A Commissioner, etc., Province of Ontario, while a Student-at-Law.

Expires April 27, 2026.

ROZHINA DEVELOPMENT GROUP

MEET OUR TEAM !

Ralph Canonaco

President / Partner

Bachelor of Arts in Business

Ralph Canonaco is a distinguished leader in real estate development, with expertise in delivering over 6,000 residential units, 1.5 million square feet of high-rise buildings, five master-planned communities, retail plazas, industrial spaces, and urban renewal projects. As Chair of Rozhina Development, Ralph combines strategic vision with operational excellence to shape thriving communities.

A licensed real estate broker and Tarion-certified builder, Ralph has overseen large-scale proje focus on sustainability and innovation. He also served on the Board of Directors for the Toronto he

Builders Association, Baywood Builders and Paybank Capital, contributing to the growth and transformation of the industry.

Ralph's passion for development continues to drive impactful projects across Ontario, setting a standard for excellence in real estate.

Sajjad Hussain

CEO / Managing Partner
Accounting, Finance, and Real Estate

Sajjad Hussain is an accomplished development professional with over 25 years of extensive experience in, finance, and real estate development. He earned his Bachelor's degree in Accounting and Finance from the University of Illinois Urbana-Champaign in 1994.

Throughout his career, Sajjad has successfully led numerous residential development projects across Ontario, demonstrating his comprehensive expertise in all phases of real estate development, from financial modelling and project feasibility analysis to execution and community engagement. Notably, he has played a pivotal role in realizing multi-unit residential projects, including significant developments in different parts of the Greater Toronto Area, showcasing his capacity to transform ambitious concepts into reality. Renowned for his strategic decision-making and adept risk management, Sajjad leverages his financial insights to effectively navigate the complexities of development challenges. His commitment to delivering high-quality, community-focused outcomes makes him a valuable asset in the real estate sector.

Ben Pilehvar

Vice President / Partner

Bachelor's degree in Civil Engineering

Behzad Pilehvar is a highly accomplished civil engineer and strategic consultant specializing in international relations, financial management, and corporate strategy. He holds a Bachelor's degree in Civil Engineering.

With a career spanning decades, Behzad has demonstrated exceptional leadership in strategic planning and consulting management. As a strategist and executive advisor, he has collaborated with businesses and government entities to develop and implement innovative solutions that drive organizati growth. His expertise in navigating complex international markets has positioned him as a t partner for companies seeking to expand their global footprint.

As a visionary consultant, Behzad Pilehvar combines his engineering acumen with strategic insight to deliver impactful results for his clients, reinforcing his reputation as a leader in international business strategy and management consulting.

Muzammil Kodwavi

COO / Managing Partner
Bachelor's degree in Business Management

Muzammil Kodwavi is a seasoned real estate professional with over 15 years of experience specializing in operational management and project execution. He earned a Bachelor's degree in Business Management from York University, graduating in 2005. His education has equipped him with a solid foundation in organizational leadership, financial planning, and business operations.

As a Chief Operating Officer (COO), Muzammil has demonstrated expertise in optimizing workflows, managing resources, and fostering collaboration across teams. He has successfully overseen large-scale residential and mixed-use development projects across Ontario, ensuring timely and cost-effective delivery while meeting high standards of quality.

Muzammil's operational strengths include stakeholder coordination, compliance management, and risk mitigation. His ability to align project objectives with organizational goals has established him as a trusted leader in the real estate sector.

With a focus on delivering value-driven projects, Muzammil Kodwavi continues to play a pivotal role in shaping Ontario's housing landscape through innovation, efficiency, and excellence.

David Caporiccio

Finance Manager

Corporate Finance Expert and Strategic Financial Advisor

David S. Caporiccio is a seasoned financial professional with over 20 years of experience in corporate finance, strategic planning, and financial management. His expertise includes debt capital, equity loans, turnaround strategies, and corporate restructuring, making him a trusted advisor in navigating complex financial landscapes.

David's career is marked by his ability to deliver tailored financial solutions that drive growth and sustainability. He has successfully managed diverse financial portfolios, optimized resource allo[illegible]n, and implemented innovative strategies to support business development and profitabili[illegible]

Beyond his technical expertise, David is known for his collaborative approach and dedicatio[illegible] fostering long-term financial stability for organizations. His comprehensive understanding of financial

systems and market trends enables him to craft strategies that align with both short- and long-term business objectives.

David's commitment to excellence, paired with his focus on practical and results-driven financial management, positions him as a leader in the field, helping organizations thrive in an ever-changing economic environment.

Parminder Hundal

General Counsel / Managing Partner

Barrister, Solicitor, and Legal Counsel

Pam Hundal is a distinguished Barrister and Solicitor with extensive experience in legal counsel roles, particularly in real estate transactions. Called to the Bar in 2010 and a member of the Law Society of Ontario, she has worked closely with multiple community builders across the Greater Toronto Area, providing strategic legal oversight and ensuring compliance in complex property and development transactions.

Pam's expertise lies in guiding developers, stakeholders, and communities through the legal intricacies of real estate projects. Her collaborative approach and attention to detail have earned her a reputation as a trusted advisor in the industry.

In addition to her professional achievements, Pam has actively contributed to public service as a past candidate for the Ontario Progressive Conservative Party and Chair of the Peel Halton Dufferin Legal Clinic, where she advocated for equitable access to legal services. Her leadership and dedication reflect her commitment to advancing both the legal profession and the communities she serves.

MEET OUR TEAM !

Saji Razaz

Marketing Management and Strategy Specialist
Master of Business Administration

Saji Razzaz is a seasoned marketing expert with over 15 years of experience in the Middle East's leading media companies. She has played a key role in designing and implementing comprehensive marketing strategies, managing large-scale campaigns, and driving brand growth across diverse industries. Holding an MBA from a prestigious university, Saji combines strategic insight with creative execution to deliver impactful results. Her extensive expertise includes crafting tailored marketing plans, optimizing brand positioning, and leveraging data analytics to maximize campaign effectiven With a deep understanding of market dynamics and consumer behaviour, Saji has successfully marketing initiatives that resonate with target audiences while meeting business objectives.

collaborative and goal-oriented approach has earned her recognition as a leader in her field, making her a valuable asset for businesses looking to innovate and grow.

Saji continues to focus on delivering effective marketing solutions, fostering meaningful connections between brands and their audiences, and shaping strategies that lead to sustainable success.

Paul Pornour

Mortgage Broker and Financial Advisor
BA, Business Administration

Paul Pornour is a seasoned mortgage broker with over 15 years of experience in home financing and real estate investment solutions. Known for his ability to simplify complex financial scenarios, Paul has helped countless clients achieve their property ownership goals.

Throughout his career, Paul has worked with some of Canada's leading financial institutions, including CIBC, where he gained valuable expertise in navigating the Canadian banking landscape. Between 2017 and 2021, he successfully facilitated over $300 million in project financing, showcasing his ability to manage large-scale financial transactions with precision and efficiency.

Paul's personalized approach ensures that clients receive tailored mortgage solutions that align with their financial needs and long-term goals. His extensive network of lenders and financial institutions allows him to secure competitive rates, manage refinancing strategies, and provide comprehensive guidance throughout the mortgage process.

Committed to transparency and client success, Paul is a trusted advisor who empowers individuals and businesses to make informed decisions in the real estate and mortgage sectors.

Marie Canonaco

Top Real Estate Advisor and Urban Planning Expert
Bachelor of Arts in Urban Planning, MBA LUISS University - Roma

Marie Canonaco is a distinguished real estate professional with a proven track record of success in Toronto and the Greater Toronto Area. With years of experience in real estate and urban planning, she has established herself as a trusted advisor for high-value transactions, specializing in pre-construction projects, off-market listings, and multi-family apartment investments. Marie holds an Honours Bachelor of Arts in Urban Planning from York University and a Master of Business Administration from LUISS University in Rome, Italy. Her academic background provides a strong foundation in strategic planning and financial analysis, which she leverages to deliver tailored solutions for h
Throughout her career, Marie has worked on notable projects, including rezoning, lot severan

permit management in Toronto. Her international experience includes advising high-profile clients in Rome on real estate acquisitions and art investments, showcasing her global perspective and expertise. As a top-performing real estate advisor, Marie combines her education, market knowledge, and analytical skills to help clients achieve their real estate goals. Fluent in English and Italian, she continues to set a standard of excellence in the industry, offering unparalleled insights and results-driven strategies.

Sally Hosseini

Architectural and Interior Design Specialist

Sally Hosseini is a highly experienced architect with over 20 years of expertise in architectural design, interior design, and graphic design. She holds a Master of Arts in Architectural Engineering, which provides her with a strong foundation in combining technical precision with artistic vision.

Based in the UAE, Sally brings a profound understanding of Middle Eastern culture and architectural styles, allowing her to design spaces that beautifully integrate tradition and modernity. Fluent in English, Arabic, and Persian, she works remotely with Rozhina Development Group, contributing her extensive expertise to projects across diverse regions.

Sally specializes in creating visually stunning, functional spaces that reflect cultural and environmental contexts. Her dedication to balancing creativity and practicality ensures her designs meet the highest standards of excellence. Sally's global experience and professional acumen make her a vital asset to Rozhina Development Group's architectural and design initiatives.

Ayushi Jain

Project Manager and Architectural Specialist
Sheridan College
Post Graduation, Project Management
Conestoga College
Bachelor of Technology - BTech, Architecture Project and Facility Management
Sheridan College
Architectural Technology

Ayushi Jain is a highly accomplished Project Manager with a strong academic background and ex[illegible]ise in architecture and project management. She holds a Post Graduate Certificate in Project Man[illegible] from Sheridan College, a Bachelor of Technology in Architecture Project and Facility Manage[illegible] from Conestoga College, and a Diploma in Architectural Technology from Sheridan College.

With extensive experience in managing large-scale projects, Ayushi has developed a reputation for delivering high-quality results. Her skill set includes urban planning, advanced BIM applications, resource coordination, and optimizing project workflows. Her ability to bridge technical design and practical execution ensures successful outcomes for diverse and complex projects.

Sara S. Avini

Office Management and Public Relations Specialist

Sara S. Avini is an accomplished office management professional with extensive international experience and a BA in Business Administration. Fluent in Farsi, English, Arabic, and Turkish, Sara has worked in Dubai, Turkey, and Cyprus, where she honed her skills in office administration, hospitality, and entertainment industries.

With years of experience as an office clerk and personal assistant, Sara excels in managing complex tasks with precision and efficiency. Her core strengths include negotiation, multitasking, and detailed office management. Sara's professionalism and exceptional public relations abilities enable her to foster strong relationships with colleagues, clients, and stakeholders, making her a valuable team member in any setting.

Sara's expertise in managing diverse responsibilities and her commitment to excellence make her a vital asset to Rozhina Development Group, contributing to the organization's success through her dedication and global perspective.

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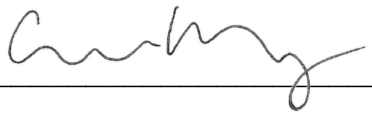
This is **Exhibit "FF"** referred to in the

Affidavit of Lorraine Klemens

Sworn before me, this 28th day of February, 2025



CLARE PATRICIA MURRAY

A Commissioner, etc., Province of Ontario, while a Student-at-Law.

Expires April 27, 2026.

Electronically issued / Délivré par voie électronique : 06-Feb-2025
Toronto Superior Court of Justice / Cour supérieure de justice
Court File No./N° du dossier du greffe : CV-25-00736577-00CL

Court File No.: _____

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

Applicants

- and -

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

Respondents

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

NOTICE OF APPLICATION

TO THE RESPONDENTS:

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

THIS APPLICATION will come on for a hearing

☐ In person

☐ By telephone conference

☒ By video conference

At the following location:

330 University Avenue, Toronto, Ontario, on a date to be set by the registrar.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil*

Electronically issued / Délivré par voie électronique : 06-Feb-2025
Toronto Superior Court of Justice / Cour supérieure de justice

Procedure, serve it on the Applicants' lawyer or, where the Applicants do not have a lawyer, serve it on the Applicants, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

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

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

Date: February __, 2025

Issued by:

Local Registrar

Address of court office: 330 University Avenue, 9th Floor
Toronto, ON M5G 1R7

TO: **THE SERVICE LIST**

Electronically issued / Délivré par voie électronique : 06-Feb-2025
Toronto Superior Court of Justice / Cour supérieure de justice

APPLICATION

1. **THE APPLICANTS MAKE AN APPLICATION FOR:**

(a) An order substantially in the form attached as Tab 3 of the Application Record (the "**Receivership Order**") pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C-43, as amended (the "**CJA**"), and Rules 14.05(2) and (3) of the *Rules of Civil Procedure,* R.R.O. 1990, Reg. 194, as amended (the "**Rules of Civil Procedure**"), among other things:

(i) if necessary, abridging the time for and validating the service of this Notice of Application and the Applicants' Application Record and dispensing with further service thereof;

(ii) declaring that Clearview Garden Estates Inc., Talbot Crossing Inc., Niagara Estates of Chippawa II Inc., London Valley Inc., London Valley II Inc., London Valley III Inc., London Valley IV Inc., London Valley V Inc. and Fort Erie Hills Inc. (collectively, the "**Nominee Respondents**") hold the applicable real property legally described in Schedule "A" to the proposed Receivership Order (collectively, the "**Real Property**") in trust for the benefit of the Co-Owners (as defined below), to the extent of each Co-Owner's respective interest;

(iii) appointing KSV Restructuring Inc. ("**KSV**") as receiver and manager (in such capacity, the "**Receiver**") without security, of all of the (A) assets, undertakings and personal property of the Nominee Respondents and

2533430 Ontario Inc. acquired for, or used in relation to a business carried on by the Nominee Respondents (or any of them) and/or 2533430 Ontario Inc. and the proceeds therefrom, including, without limitation, the Real Property and any assets or property held by any of the Nominee Respondents and/or 2533430 Ontario Inc. in trust for any third party (collectively, the "**Nominee Property**"), and (B) Concept Planning Funds (as defined below), Net Income (as defined below, and together with the Concept Planning Funds, the "**Segregated Funds**") and all of the assets, undertakings and personal property of CGE Capital Management Inc., TGP-Talbot Crossing Inc., NEC II Capital Management Inc., LV Capital Management Inc., LV II Capital Management Inc., LV III Capital Management Inc., LV IV Capital Management Inc., LV V Capital Management Inc., and Fort Erie Hills Capital Management Inc. (collectively, the "**Operator Respondents**", and together with the Nominee Respondents and 2533430 Ontario Inc., the "**Respondents**") used in connection with or arising from or out of or which is necessary to access or use the Segregated Funds (collectively with the Nominee Property, the "**Property**");

(iv) granting a first-ranking super-priority charge (the "**Receiver's Charge**") over the Property in favour of the Receiver and the Receiver's counsel to secure their fees and disbursements in respect of these proceedings (these "**Receivership Proceedings**"); and

(v) granting a second-ranking super-priority charge (the "**Receiver's Borrowings Charge**") over the Property for the purpose of funding the exercise of the powers and duties conferred upon the Receiver pursuant to the proposed Receivership Order; and

(b) Such further and other relief as counsel may request and this Honourable Court deems just.

2. **THE GROUNDS FOR THE APPLICATION ARE:**

The Applicants

(a) The Applicants consist of Kobayashi Kyohodo Co., Ltd. (a/k/a Kobayashi Kyohodo K.K./K.K. Kobayashi kyoho dou/K.K. Kobayashi Kyouhou Doh/ K.K Kobayashi kyohodou), a privately held corporation incorporated under the laws of Japan, and four members of the Kobayashi family (collectively, the "**Kobayashi Group**");

The Respondents

(b) The Respondents are privately held special purpose companies incorporated pursuant to the *Business Corporations Act*, R.S.O. 1990, c. B. 16, as amended (the "**OBCA**"). With the exception of 2533430 Ontario Inc., the Respondents were purportedly formed to hold title to, as nominees and bare trustees, or operate, as applicable, various land banking projects in Ontario that involve the Real Property (collectively, the "**Land Banking Projects**");

(c) Each of the Nominee Respondents other than Clearview Garden Estates Inc. and London Valley III Inc. (which have a registered or head office located at 77 City Centre Drive, Unit 602, Mississauga, Ontario, L5B 1M5, Canada), and Niagara Estates of Chippawa II Inc. (which has a registered or head office located at 901 Lawrence Avenue East, Ph5, Toronto, Ontario, M3C 3W2), has a registered or head office located at 50 West Wilmont Street, Suite 100, Richmond Hill, Ontario, L4B 1M5, Canada;

(d) Elena Salvatore ("**Ms. Salvatore**") is the sole director and officer of Niagara Estates of Chippawa II Inc. while Behzad Pilehver ("**Mr. Pilehver**") is the sole director and officer of Talbot Crossing Inc., London Valley Inc., London Valley II Inc., London Valley IV Inc., London Valley V Inc. and Fort Erie Hills Inc. Randy Hoffner ("**Mr. Hoffner**") was previously the director and officer of each of the Nominee Respondents and remains the director and officer of Clearview Garden Estates Inc. and London Valley III Inc.;

(e) Each of the Operator Respondents and 2533430 Ontario Inc. has a registered or head office located at 77 City Centre Drive, Unit 602, Mississauga, Ontario, L5B 1M5, Canada. Mr. Hoffner is the sole director and officer of each of the Respondents, except for LV Capital Management Inc. (of which Timothy Shields ("**Mr. Shields**") is the sole director and officer) and 2533430 Ontario Inc. (of which Akiko Kobayashi and K.K. Kobayashi Kyouhou Doh are the directors);

The TSI/TGP Group

(f) Until recently, the Respondents, other than 2533430 Ontario Inc., were indirect subsidiaries of Trans Global Partners Limited ("**TGP**"). TGP is a corporation existing under the special administrative region of Hong Kong, of which Mr. Hoffner is a director;

(g) On or about June 4, 2024, the Respondents, other than 2533430 Ontario Inc., were indirectly acquired by First Global Financial Corp. ("**First Global**"). First Global is a corporation incorporated under the OBCA, with a registered or head office located at 801 Lawrence Avenue East, Ph5, Toronto, Ontario, M3C 3W2. Ms. Salvatore is the sole director and officer of First Global;

The Real Property, the Land Banking Projects and the Kobayashi Group's Investments Therein

(h) The Nominee Respondents and 2533430 Ontario Inc. are the registered owners of the Real Property;

(i) The Real Property and the Land Banking Projects, certain of which are no longer owned by the Respondents, consist of the following:

(i) a property located at 5980 Colonel Talbot Road, London, Ontario (the "**TCX Project**"), which is owned by Talbot Crossing Inc.;

(ii) a property located at 5318 Colonel Talbot Road, London, Ontario (the "**LV Project**"), which is owned by London Valley Inc.;

(iii) a property located at 6172 Colonel Talbot Road, London, Ontario (the "**LV II Project**"), which is owned by London Valley II Inc.;

(iv) a property located immediately adjacent to the LV III Project (as defined below) in London, Ontario, which is owned by 2533430 Ontario Inc.;

(v) a property located at 6211 Colonel Talbot Road, London, Ontario (the "**LV IV Project**"), which is owned by London Valley IV Inc.;

(vi) a property located at Wonderland Road. S, London, Ontario (the "**LV V Project**"), which is owned by London Valley V Inc.;

(vii) a property located at 6237 27/28 Side Road Nottawasaga, Clearview, Ontario (the "**CGE Project**"), which was previously owned by Clearview Garden Estates Inc.;

(viii) a property located at 5559 Sodom Road, Niagara Falls, Ontario (the "**NEC Project**"), which was previously owned by Niagara Estates of Chippawa II Inc.;

(ix) a property located at 6188 Colonel Talbot Road, London, Ontario (the "**LV III Project**"), which was previously owned by 2533430 Ontario Inc.; and

(x) a property located at 87 Crooks Street & 0 Thompson Road ES, Fort Erie, Ontario (the "**FEH Project**"), which was previously owned by Fort Erie Hills Inc.;

(j) The Applicants and the other members of the Kobayashi Group are major stakeholders of the Respondents and beneficial owners of the Real Property. Indeed, between 2012 and 2016, the Kobayashi Group invested or were caused to invest in excess of $21 million in the Real Property and the Land Banking Projects, approximately $14 million of which was invested by the Applicants, or caused to be invested on, or purportedly on, their behalf;[1]

(k) As a result of its substantial investments, the Kobayashi Group acquired or were caused to acquire fractional undivided beneficial interests in each of the Land Banking Projects ranging between approximately 3%-72% pursuant to agreements of sale and purchase, among the applicable member of the Kobayashi Group, as purchaser, Nominee Respondent, as nominee, and affiliate of such Nominee Respondent, as vendor (collectively, the "**Sale Agreements**");

(l) Each of the Sale Agreements was accompanied by a co-owners agreement (collectively, the "**Co-Owners Agreements**") among the applicable member of the Kobayashi Group, as purchaser, Nominee Respondent, as nominee, Operator Respondent, as operator, and affiliate of such Nominee Respondent and Operator Respondent, as vendor;

(m) Principally, the Co-Owners Agreements govern the ownership of the undivided beneficial interests in the applicable Real Property, any sale, financing and/or development of such Real Property, the obligations and powers of the applicable

[1] Certain of the Applicants' investments were inherited following the death of another member of the Kobayashi Group.

Operator Respondent, and the distribution of any net proceeds or income derived from such Real Property;

(n) The Co-Owners Agreements provide for the delivery of a declaration of trust or certificate of interest to each applicable Co-Owner, wherein the applicable Nominee Respondent declared or acknowledged, as applicable, that it holds title to the applicable Land Banking Project as nominee and bare trustee for and on behalf of such Co-Owner to the extent of such Co-Owner's interest;

(o) The Co-Owners Agreements prohibit, absent a written resolution from the Co-Owners holding, in aggregate, not less than 51% of the interests in relevant Land Banking Project, the applicable Operator Respondent from exercising certain powers, including approving the sale or exchange of all or any part of, or a plan to develop, the applicable Land Banking Project;

(p) Notwithstanding the terms of the Co-Owners Agreements and the rights and interests of the Co-Owners in respect of the Real Property and the Land Banking Projects, the Respondents and their present and former principals, as detailed in part below, have, by neglect and potentially, by design, allowed the Real Property to be lost to creditor enforcement efforts, inappropriately transferred, encumbered and/or sold;

(q) What remains of the Real Property and the Land Banking Projects, as discussed below, is, in part, ensnared in an application commenced under section 248 of the OBCA (the "**Hamilton Proceedings**") by TGP, Mr. Hoffner and Mr. Hoffner's spouse, Pauline Hoffner (collectively, the "**Hamilton Applicants**") against First

Global, Ms. Salvatore, Vincent Salvatore ("**Mr. Salvatore**") and Tiberis Capital Corp. (collectively, the "**Hamilton Respondents**"), alleging, among other things, oppression and the perpetration of a fraudulent scheme;

(r) In the Hamilton Proceedings, the Hamilton Applicants seek (i) the sale of the TCX Project, the LV II Project and the LV V Project pursuant to sale agreements that have not been approved by the applicable Co-Owners and in which members of the Kobayashi Group, according to the Respondents' and TGP's records, collectively own 61%, 42% and 59% of the beneficial interest, respectively, and (ii) the distribution of the proceeds of such sales to the Hamilton Applicants, in flagrant disregard of the interest of the Co-Owners and the terms of the applicable Co-Owners Agreements;

(s) As discussed below, the proposed Receiver's appointment over what remains of the Land Banking Projects and the Respondents' assets, including the Real Property entangled in the Hamilton Proceedings, is necessary to protect the interests of the Applicants, the other members of the Kobayashi Group and the other Co-Owners, and protect, monetize and maximize the value of the Property for all stakeholders;

The Sale and Loss of the CGE Project Without Notice or a Distribution of Proceeds

(t) On October 8, 2021, the CGE Project was transferred to CBJ – Clearview Garden Estates Inc., a corporation incorporated under the OBCA of which Christopher Agagnier and Jeffrey Burrell ("**Mr. Burrell**") are directors, for a reported purchase price of $15 million;

(u) Approximately $13 million of the purchase price for the CGE Project was paid by way of a subordinated vendor take-back mortgage (the "**Clearview VTB Charge**"). A $6 million priority mortgage/charge was also registered on title to the CGE Project on the date of the transfer in favour of 1180554 Ontario Limited ("**118**");

(v) On January 26, 2024, 118 obtained an order from this Court appointing TDB Restructuring Limited (f/k/a RSM Canada Limited) ("**TDB Restructuring**") as receiver and manager of all of the assets, undertakings and properties of CBJ – Clearview Garden Estates Inc., CBJ Bridle Park II Inc. and CBJ Developments Inc. (the "**CBJ – CGE Receivership Proceedings**");

(w) On April 12, 2024, Clearview Garden Estates Inc. transferred the Clearview VTB Charge to First Global for $2.00. The CGE Project was subsequently sold to 118 pursuant to a credit bid;

(x) Contrary to the applicable Co-Owners Agreement, the Applicants were not provided with advance notice of the sale of the CGE Project to CBJ – Clearview Garden Estates Inc., the Clearview VTB Charge or the CBJ – CGE Receivership Proceedings. Moreover, the Applicants did not receive any proceeds of the purchase price for the CGE Project or from the transfer of the Clearview VTB Charge;

The Sale and Loss of the FEH Project Without Notice or a Distribution of Proceeds

(y) On November 1, 2021, the FEH Project was sold to CBJ – Fort Erie Hills Inc., a corporation incorporated pursuant to the OBCA of which Ms. Salvatore and Mr.

Salvatore are currently the directors and officers and Mr. Burrell was previously a director, for a reported purchase price of $15.95 million;

(z) Approximately $13.1 million of the purchase price for the FEH Project was paid by way of a subordinated vendor take-back mortgage (the "**FEH VTB Charge**"). Mortgages/charges in favour of Mr. Burrell and Salvatore Romeo ("**Mr. Romeo**") in the amounts of $1,053,000 and $620,000, respectively, were also registered against the FEH Project on the date of the transfer;

(aa) The FEH VTB Charge and mortgages/charges in favour of Messrs. Burrell and Romeo were postponed to a mortgage/charge in favour of 2703738 Ontario Limited (the "**270**") in the amount of $2.5 million and thereafter, discharged when a mortgage/charge in the amount of $8 million in favour of Hillmount Capital Mortgage Holdings Inc. ("**Hillmount**") was registered against the FEH Project;

(bb) On October 29, 2024, 1001045239 Ontario Inc. (the "**Salvatore Numbered Co.**"), a corporation incorporated pursuant to the OBCA just four days prior thereto, of which Mr. Salvatore is the sole director, registered a mortgage/charge in the amount of $49 million against the FEH Project;

(cc) On December 19, 2024, Hillmount obtained an order from this Court appointing TDB Restructuring as receiver and manager of all of the assets, undertakings and properties of CBJ – Fort Erie Hills Inc. (the "**CBJ – FEH Receivership Proceedings**");

(dd) Contrary to the applicable Co-Owners Agreement, the Applicants were not provided with advance notice of the sale of the FEH Project to CBJ – Fort Erie Hills Inc., the FEH VTB Charge, the CBJ – FEH Receivership Proceedings, or the mortgages/charges registered in favour of Messrs. Burrell and Romeo, 270, Hillmount or the Salvatore Numbered Co. Further, the Applicants did not receive any proceeds of the purchase price for the FEH Project or from the FEH VTB Charge;

The Encumbrance and Loss of the NEC Project

(ee) On April 19, 2023, a mortgage/charge was registered against the NEC Project in favour of 2229815 Ontario Ltd. ("**222**") in the amount of $5.25 million. On August 30, 2024, 222 obtained an order for default judgement for immediate foreclosure from the Ontario Superior Court of Justice (the "**Foreclosure**");

(ff) The Applicants were not provided with advance notice of the mortgage/charge registered in favour of 222 or the Foreclosure;

The Encumbrance of the LV IV Project

(gg) On December 6, 2023, Olympia Trust Company registered a collateral mortgage in the amount of $700,000 against the LV IV Project to secure a mortgage loan principally registered against a property located at 601 Maplehurst Ave, Oakville, Ontario, of which Mr. Hoffner is the registered owner. Such property is currently listed for sale;

(hh) The Applicants were not provided with advance notice of the mortgage/charge registered in favour of Olympia Trust Company and are not aware of any basis upon which the LV IV Project ought to have been used as collateral to secure financing for Mr. Hoffner's residential property;

The Titan Shield Acquisition and the Respondents' Change of Control

(ii) On or about June 4, 2024, First Global acquired all of the shares in the capital of Titan Shield Inc., a corporation incorporated under the OBCA of which Messrs. Shields and Pilehver are directors, pursuant to a share purchase agreement (the "**Titan Shield SPA**") among, *inter alios*, TGP Canada Management Inc., a corporation incorporated under the OBCA of which Mr. Pilehver is currently, and Mr. Hoffner was previously, a director, as vendor, First Global, as purchaser, Titan Shield Inc. and TGP;

(jj) Under the transaction contemplated by the Titan Shield SPA (the "**Titan Shield Acquisition**"), First Global was to become the indirect owner of each of the Respondents;

(kk) Following the Titan Shield Acquisition, the Applicants were provided with written notice from TSI Global Co., Ltd., an affiliate of TGP, that the "TGP Group was to be absorbed into First [Financial] Group" and "the co-owners' interests in land and real estate are segregated and protected indivisibly, regardless of the management of the TGP Group";

Attempts to sell the TCX Project, the LV II Project and the LV V Project

(ll) On July 30, 2024, Talbot Crossing Inc., London Valley II Inc., and London Valley V Inc., in each case, as vendor, entered into a separate agreement of purchase and sale dated July 30, 2024 (collectively, the "**Outstanding APSs**"), with Clawson Group Inc., as assigned to Farhi Holdings Corporation and Farhi Farming Corporation, for the purchase of the TCX Project, the LV II Project and the LV V Project, respectively;

(mm) According to the Respondents' and TGP's records, the Kobayashi Group owns approximately 61%, 42% and 59% of the beneficial interests in the TCX Project, the LV II Project and the LV V Project, respectively. Nonetheless, the Applicants, and to the Applicants' knowledge, the Kobayashi Group, were not provided with notice of the Outstanding APSs or an opportunity to vote in respect of a resolution approving such sale transactions (collectively, the "**Proposed Sale Transactions**"), contrary to the applicable Co-Owners Agreements;

(nn) Given the terms of the applicable Co-Owners Agreements, the Proposed Sale Transactions in respect of the TCX Project and LV V Project cannot be approved absent the Kobayashi Group's consent;

The Hamilton Proceedings and Allegations of a Fraudulent Scheme

(oo) On October 18, 2024, the Hamilton Applicants filed a Notice of Application with the Ontario Superior Court of Justice pursuant to section 248 of the OBCA against the Hamilton Respondents, for an order, among other things:

(i) awarding damages payable to the Hamilton Applicants in the amount of $12,444,121.92;

(ii) approving the Outstanding APSs and compelling the disgorgement of the net proceeds of the Proposed Transactions to the Hamilton Applicants; and

(iii) compelling the Hamilton Respondents to disclose the particulars of all sales of properties owned by First Global or companies that it came to control, directly or indirectly, pursuant to the Titan Shield Acquisition;

(pp) The Hamilton Proceedings were commenced by the Hamilton Applicants following several alleged defaults under three promissory notes issued in connection with the Titan Sheild SPA and three other share purchase agreements (collectively with the Titan Shield SPA, the "**Share Purchase Agreements**") related to the Titan Shield Acquisition;

(qq) Notwithstanding their alleged defaults, the Hamilton Applicants have asserted that the Hamilton Respondents took action to monetize, dissipate and/or encumber the assets acquired pursuant to the Share Purchase Agreements while failing to satisfy their assumed obligations in furtherance of a fraudulent scheme, including by:

(i) commencing a "fire sale of certain real properties" by entering into the Outstanding APSs, and listing the NEC Project, the LV Project, the LV IV Project and the FEH Project on MLS for sale (and subsequently removing such listings);

(ii) assigning "receivables which are properly directed to certain Subsidiary Companies" to companies owned by the Hamilton Respondents;

(iii) failing to comply with their assumed obligations, including by permitting Niagara Estates of Chippawa II Inc. to remain in default under the mortgage/charge registered by 222 despite having received a notice of sale (ultimately resulting in the Foreclosure); and

(iv) encumbering "real properties owned by the Subsidiary Companies" to prohibit the Hamilton Applicants from enforcing their security in certain pledged shares;

(rr) Following the commencement of the Hamilton Proceedings, the Salvatore Numbered Co. registered a blanket mortgage/charge in the amount of $110 million against the TCX Project and the LV V Project and a $49 million mortgage/charge against the FEH Project;

(ss) On October 31, 2024, the Ontario Superior Court of Justice granted an order in the Hamilton Proceedings (the "**First Global Injunction**"), among other things, temporarily restraining the Hamilton Respondents from, directly or indirectly, selling, removing, dissipating, alienating, transferring, assigning, encumbering or dealing with their assets or the assets of any companies which they came to control pursuant to the Titan Shield Acquisition, approving the Outstanding APSs, and directing the purchaser under the Outstanding APSs to pay the proceeds of sale to the Hamilton Applicants' counsel, in trust;

(tt) Remarkably, the Hamilton Applicants did not oppose the Outstanding APSs' approval, provided the proceeds arising therefrom were disgorged to them, and made no reference to the fact that the TCX Project, the LV II Project and the LV V Project were acquired using monies from, and are held in trust for, the applicable Co-Owners, the obligation to seek the applicable Co-Owners' approval of the Proposed Transactions, or the Co-Owners' interests in the proceeds of the Proposed Transactions;

(uu) The First Global Injunction was subsequently extended and remains in effect as of the date hereof;

Notice of the Hamilton Proceedings and Other Concerning Events

(vv) Despite their significant economic and ownership interests in the TCX Project, the LV II Project and the LV V Project, the Applicants were not provided with notice of the Hamilton Proceedings by the Respondents, the Hamilton Applicants or the Hamilton Respondents. Rather, the Applicants were first apprised of the Hamilton Proceedings by way of letter dated November 4, 2024, delivered by Mr. Pilehver to the Co-Owners (the "**November 4 Letter**");

(ww) The November 4 Letter advised of various unauthorized actions, including the Outstanding APSs arranged by First Global in breach of the Co-Owners Agreements and violations of the *Ontario Securities Act*, R.S.O. 1990, c. S. 5, as amended, and the failure of First Global to meet its obligations that placed the Co-Owners' investments at immediate risk;

The Receiver's Appointment is Urgently Required and Appropriate in the Circumstances

(xx) The Applicants have lost all confidence in the Respondents' management to comply with the Respondents' obligations under the Co-Owners Agreements or remedy the breaches thereunder, protect, manage and operate the Property in good faith and with a view to the best interests of the Co-Owners, advance any value accretive planning or development activities and solicit interest in potential value maximizing sale transactions for the Co-Owners' consideration and approval;

(yy) The Respondents' and their present and former principals' conduct, the breaches of the Co-Ownership Agreements, the Applicants' and the other members of the Kobayashi Group's substantial ownership interests in the Real Property, the deadlock created by, and material omissions in, the Hamilton Proceedings, and the number of Land Banking Projects, creditors and Co-Owners involved, demand that the Respondents and the Property be subject to the appointment of the proposed Receiver on an urgent basis. Such appointment is not only just and convenient but, necessary in the circumstances;

(zz) If the Receiver is appointed on the terms of the proposed Receivership Order, these Receivership Proceedings will provide the stability, structure and supervision required to identify, collect, preserve, protect and maximize the value of the Property. Moreover, these Receivership Proceedings will provide the most effective and appropriate means of:

(i) safeguarding the rights and interests of the Co-Owners and preventing any further irreversible prejudice to such Co-Owners;

(ii) identifying and securing any and all monies remaining in each concept planning fund (collectively, the "**Concept Planning Funds**") and income derived in any way from the ownership, operation, use, leasing, financing, refinancing, sale, development, and/or any other dealing with the Property or any part thereof, less all proper expenses and charges incurred in connection therewith (collectively, the "**Net Income**");

(iii) evaluating the Outstanding APSs and the Proposed Sale Transactions;

(iv) accessing value-maximizing remedies not currently available to the Respondents, including, the sale of the Property free and clear of claims and encumbrances;

(v) effecting an orderly, efficient and transparent sale of the Property, with a view to maximizing recoveries for, and distributing funds to, the Respondents' stakeholders, including the Co-Owners, in accordance with their respective priorities and entitlements;

(vi) reviewing and reporting to this Court on all payments, receipts, disbursements, accounts payable, conveyances, transfers, preferences, transactions and other arrangements between or among any of the Respondents and other persons, including other companies and entities that are affiliates of any of the Respondents, that appear to the Receiver to be out of the ordinary course of business; and

(vii) undertaking any investigations the Receiver deems appropriate with respect to the location and/or disposition of assets reasonably believed to be, or to have been, Property, and any ownership interest, claim, lien, charge, security interest or encumbrance asserted, filed or registered, as applicable, against the Property or any part thereof;

(aaa) The proposed Receiver, KSV, is a "licensed trustee" as such term is defined under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"), is qualified to act as the Receiver and has consented to act in such capacity if so appointed;

(bbb) The secured creditors who may be affected by the granting of the proposed Receiver's Charge and the Receiver's Borrowings Charge will be served with the Application Record;

These Receivership Proceedings are Properly Commenced on the Commercial List

(ccc) The within application for declaratory relief and the appointment of the proposed Receiver is a matter eligible and appropriate for the Commercial List in the Toronto Region;

(ddd) Other than 2533430 Ontario Inc., the Respondents are special purpose companies incorporated pursuant to the OBCA for the purposes of holding title to, as nominees and bare trustees, or operating, as applicable, the Land Banking Projects located in various regions in Ontario.[2] While the Respondents have registered or head offices

[2] The directors of 2533430 Ontario Inc. are Applicants in these proceedings and consent to its inclusion in the within application.

located in Mississauga, Toronto or Richmond Hill, as applicable, they are each ultimately controlled by First Global (except for 2533430 Ontario Inc.), which has a registered or head office in Toronto;

(eee) The CBJ – CGE Receivership Proceedings and the CBJ – FEH Receivership Proceedings (together, the "**Related Proceedings**"), involving certain of the Land Banking Projects and similar stakeholders, in which the proposed Receiver may participate or seek relief, are already before, and familiar to, the Commercial List;

(fff) Having regard to the location of the registered or head office from which the Respondents are controlled, the Commercial List's familiarity with the Related Proceedings, the substantial number of stakeholders and parties that may be impacted by or participate in these Receivership Proceedings, the geographic reach of the Real Property and the Co-Owners, and the magnitude of the Co-Owners' investments, the Commercial List is best positioned to hear the within application;

Other Grounds

(ggg) Sections 101 and 106 of the CJA;

(hhh) Subsections 14.06(1.1)(b) and (c), 31(1) and 243(2)(b)(ii) of the BIA;

(iii) Rules 1.04, 1.05, 2.01, 2.03, 3.02, 14.05(2), 14.05(3), 16, 38 and 39 of the Rules of Civil Procedure; and

(jjj) Such further and other grounds as counsel may advise and this Honourable Court may permit.

3. **THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the Application:

(a) The affidavit of Akiko Kobayashi to be sworn, and the exhibits thereto;

(b) The consent of KSV to act as the Receiver; and

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

February 6, 2025

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Electronically issued / Délivré par voie électronique : 06-Feb-2025
Toronto Superior Court of Justice / Cour supérieure de justice

Court File No./N° du dossier du greffe : CV-25-00736577-00CL

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

MIZUE FUKIAGE, AKIKO KOBAYASHI, YOSHIKI FUKIAGE, KOBAYASHI KYOHODO CO., LTD. AND TORU FUKIAGE	and	**CLEARVIEW GARDEN ESTATES INC., TALBOT CROSSING INC., NIAGARA ESTATES OF CHIPPAWA II INC., LONDON VALLEY INC., LONDON VALLEY II INC., LONDON VALLEY III INC., LONDON VALLEY IV INC., LONDON VALLEY V INC., FORT ERIE HILLS INC., 2533430 ONTARIO INC., CGE CAPITAL MANAGEMENT INC., TGP-TALBOT CROSSING INC., NEC II CAPITAL MANAGEMENT INC., LV CAPITAL MANAGEMENT INC., LV II CAPITAL MANAGEMENT INC., LV III CAPITAL MANAGEMENT INC., LV IV CAPITAL MANAGEMENT INC., LV V CAPITAL MANAGEMENT INC. AND FORT ERIE HILLS CAPITAL MANAGEMENT INC.**
Applicants		Respondents

Court File No.: _____

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced in Toronto

NOTICE OF APPLICATION

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

MIZUE FUKIAGE et at.	and	**CLEARVIEW GARDEN ESTATES INC. et al.**	
Applicants		Respondents	Court File No.: CV-25-00736577-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
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Tab 4

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	THURSDAY, THE 6TH
	)	
JUSTICE STEELE	)	DAY OF MARCH, 2025

BETWEEN:

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

Applicants

- and -

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

Respondents

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

ORDER
(Appointing Receiver)

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

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

SERVICE AND DEFINITIONS

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

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

APPOINTMENT

3. THIS COURT ORDERS that pursuant to section 101 of the CJA, KSV is hereby appointed Receiver, without security, of:

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

(b) all of the monies paid or invested or caused to be paid or invested by the Co-Owners of any of the real property previously or currently owned by any of the Nominee Respondents or 2533430 Ontario Inc. into or intended for one or more segregated accounts known as the "Concept Planning Fund" for the purposes of defraying costs, expenses and fees to be incurred in connection with the applicable real property pursuant to one or more Co-Owners Agreements (collectively, the "**Concept Planning Funds**"), as determined by the Receiver;

(c) all of the income derived in any way from the ownership, operation, use, leasing, financing, refinancing, sale of, development and/or any other dealing whatsoever with any of the real property previously or currently owned by any of the Nominee Respondents or 2533430 Ontario Inc., including, without limiting the generality of the foregoing, the real property municipally and legally described in Schedule "B" hereto (collectively with the Concept Planning Funds, the "**Segregated Funds**"); and

(d) all of the assets, undertakings and personal property of CGE Capital Management Inc., TGP-Talbot Crossing Inc., NEC II Capital Management Inc., LV Capital Management Inc., LV II Capital Management Inc., LV III Capital Management Inc., LV IV Capital Management Inc., LV V Capital Management Inc., and Fort Erie Hills Capital Management Inc. (collectively the "**Operator Respondents**" and each, an "**Operator Respondent**", and together with the Nominee Respondents and 2533430 Ontario Inc., the "**Respondents**" and each, a "**Respondent**") used in connection with or arising from or out of or which is necessary to access or use the Segregated Funds (collectively with the Nominee Property and the Segregated Funds, the "**Property**").

DECLARATION OF TRUST

4. THIS COURT ORDERS AND DECLARES that the real property legally and municipally described in Schedule "A" hereto, in respect of which the registered owner is one of the Nominee Respondents, is held by the applicable Nominee Respondent in trust for and on behalf of the applicable Co-Owners whom are party to one or more Co-Owners Agreements

among, *inter alios*, such Nominee Respondent, the applicable Co-Owners, and the applicable Operator Respondent, to the extent of each Co-Owner's respective interest set out in such Co-Owners Agreement(s), including in any declaration(s) of trust or certificate(s) of interest appended thereto, or as may be determined by further Order of this Court.

RECEIVER'S POWERS

5. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

(a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property, including, without limitation, all proceeds in any bank accounts or trust accounts (including any account in the name of any of the Operator Respondents and any lawyer's trust account) in the name, or for the benefit, of any of the Respondents and any Property held in the name of any third party but beneficially owned by any of the Respondents;

(b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of the Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

(c) to manage, operate, and carry on the business of the Respondents (or any one of them), in connection with the Property, including the powers to enter into any agreements or incur any obligations in the ordinary course of business in connection with the Property, cease to carry on all or any part of the business in connection with the Property, or cease to perform or disclaim any contracts of any of the Respondents, provided that the Receiver shall not disclaim any agreement of

purchase and sale related to the real property municipally and legally described in Schedule "A" hereto without further Order of this Court on notice to the service list in these proceedings;

(d) to engage managers, contractors, subcontractors, trades, consultants, appraisers, agents, real estate brokers, experts, auditors, accountants, managers, counsel and such other Persons (as defined below) from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

(e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Respondents (or any one of them) in connection with the Property, or as may be appropriate to receive, preserve or protect the Property or any part or parts thereof;

(f) for greater certainty, notwithstanding the order (the "**First Global Injunction**") of the Honourable Justice MacNeil granted on October 31, 2024 in the Hamilton Proceedings (as defined below), to receive and collect all monies and accounts now owed or hereafter owing to any of the Respondents in connection with the Property (including, without limitation, any insurance proceeds, rent payments or any other income from the Property) and to exercise all remedies of any of the Respondents in collecting such monies and accounts, including, without limitation, taking steps to enforce any security held by any of the Respondents;

(g) to settle, extend or compromise any indebtedness owing to any of the Respondents in connection with the Property;

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of any of the Respondents, for any purpose pursuant to this Order;

(i) to initiate, prosecute and continue the prosecution of any and all proceedings or claims (including, without limitation, claims under insurance policies held by any of the Respondents or related to the Property) and to defend all proceedings now

pending or hereafter instituted with respect to any of the Respondents, the Property or the Receiver, and to settle or compromise any such proceedings or claims. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

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

(k) for greater certainty, notwithstanding the First Global Injunction, to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(l) for greater certainty, notwithstanding the First Global Injunction, to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:

(i) without the approval of this Court in respect of any transaction not exceeding $250,000, provided that the aggregate consideration for all such transactions does not exceed $500,000; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under Part V of the *Personal Property Security Act*, R.S.O. 1990, c. P. 10, as amended or section 31 of the *Mortgages Act*, R.S.O. 1990, c. M. 40, as amended, as the case may be, shall not be required;

(m) for greater certainty, notwithstanding the First Global Injunction, to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(n) to report to, meet with and discuss with such affected Persons as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property, including, without limitation, the real property municipally and legally described in Schedule "A" hereto;

(p) apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of any of the Respondents and to meet with and discuss with such governmental authority and execute any agreements required in connection with or as a result of such permits, licenses, approvals or permissions (but solely in its capacity as Receiver and not in its personal or corporate capacity);

(q) to enter into agreements with any trustee in bankruptcy appointed in respect of any of the Respondents, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by any of the Respondents;

(r) to undertake any investigations deemed appropriate by the Receiver with respect to: (i) the location and/or disposition of assets reasonably believed to be, or to have been, Property; and (ii) any ownership interest, claim, lien, charge, security interest

or encumbrance asserted, filed or registered, as applicable, against the Property or any part thereof;

(s) to examine under oath any Person the Receiver reasonably considers to have knowledge of the affairs of the Respondents (or any one of them) or the Property or any part thereof, including, without limitation, any present or former director, officer, employee or shareholder of the Respondents (or any one of them);

(t) to trace and follow (i) the Segregated Funds or any portion thereof and (ii) the proceeds of any real property previously owned by any of the Respondents that was sold, transferred, assigned or conveyed on or after the granting of the First Global Injunction, including, without limitation, the real property municipally and legally described in Schedule "B" hereto;

(u) to take such steps as the Receiver deems appropriate in the following proceedings before the Commercial List of the Ontario Superior Court of Justice: (i) *1180544 Ontario Limited v. CBJ Developments Inc. et al.* bearing Court File No. CV-23-00707989-00CL; and (ii) *Hillmount Capital Mortgage Holdings Inc. v. CBJ-Fort Erie Hills Inc.,* bearing Court File No. CV-24-00730993-00CL;

(v) to exercise any shareholder, partnership, joint venture or other rights which any of the Respondents may have;

(w) to make an assignment in bankruptcy on behalf of the Respondents (or any one of them); and

(x) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

6. THIS COURT ORDERS that (i) each of the Respondents, (ii) all of the Respondents' current and former directors, officers, employees, agents, accountants, legal counsel, shareholders and affiliates, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

7. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records, information and cloud-based data of any kind related to the business or affairs of any of the Respondents or the Property, and any computer programs, computer tapes, computer disks, cloud or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software, cloud and physical facilities relating thereto, provided however that nothing in this paragraph 7 or in paragraph 8 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

8. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer, in a cloud or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such

other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph 8, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer, cloud or other system and providing the Receiver with any and all access codes, account names, account numbers and account creating credentials that may be required to gain access to the information.

9. THIS COURT ORDERS that, without limiting the generality of paragraphs 6-8 and subject to such confidentiality arrangements as the Receiver deems advisable, each of TSI-CGE International Canada Inc., TGP-Talbot Crossing Inc., TSI-NEC II International Canada Inc., TSI-LV International Canada Inc., TSI-LV II International Canada Inc., TSI-LV III International Canada Inc., TSI-LV IV International Canada Inc., TSI-LV V International Canada Inc. and Fort Erie Hills International Canada Inc. (collectively, the "**Vendors**") and each of the Respondents shall provide the following information (collectively, the "**Co-Owner Information**") to the Receiver forthwith, in each case, without charge: (i) the names, last known address, last known email addresses (if any) and entitlements of all of the Co-Owners, in each case, to the extent in the possession or control of the Respondents and/or the Vendors; and (ii) upon request of the Receiver, such documents and data as may be reasonably relevant to the issues affecting the Co-Owners in these proceedings, in each case, to the extent in the possession or control of the Respondents and/or the Vendors. In providing the Co-Owner Information, the Respondents and the Vendors shall not be required to obtain the express consent of any Co-Owner authorizing the disclosure of the Co-Owner Information to the Receiver for the purposes of these proceedings, and further, in accordance with clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, as amended, each of the Respondents and the Vendors is authorized and permitted to disclose the Co-Owner Information to the Receiver for the purposes of these proceedings, without the knowledge or consent of the Co-Owners.

10. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least

seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days' notice to such landlord and any such secured creditors.

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE RESPONDENTS OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

14. THIS COURT ORDERS that all rights and remedies against the Respondents, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does

not apply in respect of any "eligible financial contract" as defined in the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"), and further provided that nothing in this paragraph 14 shall: (i) empower the Receiver or any of the Respondents to carry on any business which the Respondents are not lawfully entitled to carry on; (ii) exempt the Receiver or any of the Respondents from compliance with statutory or regulatory provisions relating to health, safety or the environment; (iii) prevent the filing of any registration to preserve or perfect a security interest; or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

PIPEDA

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

all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by each of the Respondents, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

21. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under subsections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program*

Act, S.C. 2005, c. 47, s. 1, as amended. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

22. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts (including, without limitation, deemed trusts), liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to subsections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

24. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

25. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed $250,000 (or such greater amount as this Court may by further Order authorize) at

any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts (including, without limitation, deemed trusts), liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subordinate in priority to the Receiver's Charge and the charges as set out in subsections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

26. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

27. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "C" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

28. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further Order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

NORWICH ORDER

29. THIS COURT ORDERS that the Toronto Dominion Bank shall forthwith disclose and produce to the Applicants and the Receiver copies of:

(a) bank account statements;

(b) instruments (including deposits, withdrawals and transfers); and

(c) other documents (including but not limited to files, papers, records, notes, correspondence, memoranda, communications and other records) pertaining to the identify of any persons who instructed the Toronto Dominion Bank to conduct any

payments or transfers to account holders or third parties, the identity of the payees and particulars of the instruments and transactions,

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

30. THIS COURT ORDERS that the disclosure ordered in paragraph 29 above shall include, but not be limited to, the account number(s) to which the Sale Proceeds were sent from the Hundal Account, and if known, the identity of the recipient(s) of those funds.

31. THIS COURT ORDERS that the Toronto Dominion Bank shall provide the records pursuant to this Order as soon as reasonably practicable.

32. THIS COURT ORDERS that the Applicants shall pay the reasonable costs incurred by the Toronto Dominion Bank in complying with this Order.

33. THIS COURT ORDERS that the Deemed Undertaking Rule does not apply to the documents and information obtained by the Applicants and the Receiver in furtherance of paragraphs 29-30 of this Order such that the Applicants and the Receiver may use the documents obtained from paragraphs 29-30 of this Order in order to commence a Proceeding against other third parties as appropriate with respect to the matters and facts as described in the Application Record filed by the Applicants on the within application.

SERVICE AND NOTICE

34. THIS COURT ORDERS that the E-Service Guide of the Commercial List (the "**Guide**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at https://www.ontariocourts.ca/scj/practice/regional-practice-

directions/eservice-commercial/) shall be valid and effective service. Subject to Rule 17.05, this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 13 of the Guide, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Guide with the following URL: **[●]** (the "**Receiver's Website**").

35. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Guide is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to any of the Respondents' creditors or other interested parties at their respective addresses as last shown on the records of the Respondents and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

36. THIS COURT ORDERS that notice of the appointment of the Receiver shall be provided to all of the Co-Owners by: (i) the Receiver sending a letter to each of the Co-Owners at the address provided pursuant to paragraph 9 of this Order, advising of such appointment as soon as practicable following the date hereof; and (ii) the posting of such appointment on the Receiver's Website.

37. THIS COURT ORDERS that the Applicants, the Receiver and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Respondents' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of subsection 3(c) of the *Electronic Commerce Protection Regulations* (SOR/2013-221).

GENERAL

38. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

39. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Respondents (or any one of them).

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

41. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

42. THIS COURT ORDERS that the Applicants shall have their costs of this Application, up to and including entry and service of this Order on a substantial indemnity basis to be paid by the Receiver from the net realizations from the Property with the same priority as, and as secured by, the Receiver's Borrowings Charge.

43. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

44. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Toronto Time on the date of this Order and are enforceable without the need for entry and filing.

_____

SCHEDULE "A"
REAL PROPERTY

1. London Valley Inc.

Municipal Description: 5318 Colonel Talbot Road, London, Ontario

Legal Description:

PIN 08207-0183 (LT)

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

2. London Valley II Inc.

Municipal Description: 6172 Colonel Talbot Road, London, Ontario

Legal Description:

PIN 08207-0207 (LT)

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

3. 2533430 Ontario Inc.

Municipal Description: Unavailable

Legal Description:

PIN 08207-0222 (LT)

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

4. London Valley V Inc.

Municipal Description: Wonderland Road. S, London, Ontario

Legal Description:

PIN 08207-0153 (LT)

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

5. Talbot Crossing Inc.

Municipal Description: 5980 Colonel Talbot Road, London, Ontario

Legal Description:

PIN 08207-0053 (LT)

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

SCHEDULE "B"
SOLD REAL PROPERTY

1. Clearview Garden Estates Inc.

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

Legal Description:

PIN 58239-0014 (LT)

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

PIN 58239-0014 (LT)

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

PIN 58239-0014 (LT)

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

2. London Valley IV Inc.

Municipal Description: 6211 Colonel Talbot Road, London, Ontario

Legal Description:

PIN 08211-0150 (LT)

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

3. Fort Erie Hills Inc.

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

Legal Description:

PIN 64233-0064 (LT)

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

4. Niagara Estates of Chippawa II Inc.

Municipal Description: 5559 Sodom Road, Niagara Falls, Ontario

Legal Description:

PIN 64254-0015 (LT)

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

5. 2533430 Ontario Inc.

Municipal Description: 6188 Colonel Talbot Road, London, Ontario

Legal Description:

PIN 08207-0216 (LT)

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

SCHEDULE "C"
RECEIVER'S CERTIFICATE

CERTIFICATE NO. _____

AMOUNT $_____

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

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

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

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

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

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

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

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

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

DATED the _____ day of _____, 202_.

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

Per: _____
Name:
Title:

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

MIZUE FUKIAGE, AKIKO KOBAYASHI, YOSHIKI FUKIAGE, KOBAYASHI KYOHODO CO., LTD. AND TORU FUKIAGE	and	**CLEARVIEW GARDEN ESTATES INC., TALBOT CROSSING INC., NIAGARA ESTATES OF CHIPPAWA II INC., LONDON VALLEY INC., LONDON VALLEY II INC., LONDON VALLEY III INC., LONDON VALLEY IV INC., LONDON VALLEY V INC., FORT ERIE HILLS INC., 2533430 ONTARIO INC., CGE CAPITAL MANAGEMENT INC., TGP-TALBOT CROSSING INC., NEC II CAPITAL MANAGEMENT INC., LV CAPITAL MANAGEMENT INC., LV II CAPITAL MANAGEMENT INC., LV III CAPITAL MANAGEMENT INC., LV IV CAPITAL MANAGEMENT INC., LV V CAPITAL MANAGEMENT INC. AND FORT ERIE HILLS CAPITAL MANAGEMENT INC.**
Applicants		Respondents

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced in Toronto

APPOINTING ORDER

BENNETT JONES LLP
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Lawyers for the Applicants

Tab 5

~~Revised: January 21, 2014~~
~~s.243(1) BIA (National Receiver) and s. 101 CJA (Ontario) Receiver~~

~~Court File No.: ——~~

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE ——	)	~~WEEKDAY~~THURSDAY, THE #6TH
	)	
JUSTICE ——STEELE	)	DAY OF ~~MONTH~~MARCH, ~~20YR~~2025

BETWEEN:

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

Applicants

~~**PLAINTIFF**[1]~~

~~Plaintiff~~

- and -

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

~~**DEFENDANT**~~Respondents

~~Defendant~~

~~[1] The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application. This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.~~

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

ORDER
(~~appointing~~Appointing Receiver)

THIS ~~MOTION made by the Plaintiff~~[2]APPLICATION made by Mizue Fukiage, Akiko Kobayashi, Yoshiki Fukiage, Kobayashi Kyohodo Co., Ltd. and Toru Fukiage (collectively, the "**Applicants**") for an Order pursuant to section ~~243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section~~ 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") and Rules 14.05(2) and (3) of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended (the "**Rules of Civil Procedure**"), among other things, appointing ~~[RECEIVER'S NAME]~~KSV Restructuring Inc. ("**KSV**") as receiver ~~[~~and manager~~]~~ (in such capacities, the "**Receiver**") ~~without security, of all of the assets, undertakings and properties of [DEBTOR'S NAME] (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor~~of the Property (as defined below), was heard this day via Zoom videoconference at 330 University Avenue, Toronto, Ontario.

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

SERVICE AND DEFINITIONS

1. THIS COURT ORDERS that the time for service of the Notice of ~~Motion~~Application and the ~~Motion~~Application Record is hereby abridged and validated[3] so that this

[2] ~~Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".~~

[3] ~~If service is effected in a manner other than as authorized by the Ontario *Rules of Civil Procedure*, an order validating irregular service is required pursuant to Rule 16.08 of the *Rules of Civil Procedure* and may be granted in~~

~~motion~~Application is properly returnable today and hereby dispenses with further service thereof.

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

APPOINTMENT

3. ~~2.~~ THIS COURT ORDERS that pursuant to section ~~243(1) of the BIA and section~~ 101 of the CJA, ~~[RECEIVER'S NAME]~~KSV is hereby appointed Receiver, without security, of:

(a) all of the assets, undertakings and ~~properties of the Debtor~~personal property of Clearview Garden Estates Inc., Talbot Crossing Inc., Niagara Estates of Chippawa II Inc., London Valley Inc., London Valley II Inc., London Valley III Inc., London Valley IV Inc., London Valley V Inc. and Fort Erie Hills Inc. (collectively, the "**Nominee Respondents**" and each, a "**Nominee Respondent**") and 2533430 Ontario Inc. acquired for, or used in relation to a business carried on by the ~~Debtor, including all proceeds thereof (the "~~Nominee Respondents (or any one of them) and/or 2533430 Ontario Inc. and the proceeds therefrom, including, without limitation, the real property municipally and legally described in Schedule "A" hereto and any assets or property held by any of the Nominee Respondents and/or 2533430 Ontario Inc. in trust for any third party (collectively, the "**Nominee Property**")~~.~~;

(b) all of the monies paid or invested or caused to be paid or invested by the Co-Owners of any of the real property previously or currently owned by any of the Nominee Respondents or 2533430 Ontario Inc. into or intended for one or more segregated accounts known as the "Concept Planning Fund" for the purposes of defraying costs, expenses and fees to be incurred in connection with the

~~validating irregular service is required pursuant to Rule 16.08 of the *Rules of Civil Procedure* and may be granted in appropriate circumstances.~~

applicable real property pursuant to one or more Co-Owners Agreements (collectively, the "**Concept Planning Funds**"), as determined by the Receiver;

(c) all of the income derived in any way from the ownership, operation, use, leasing, financing, refinancing, sale of, development and/or any other dealing whatsoever with any of the real property previously or currently owned by any of the Nominee Respondents or 2533430 Ontario Inc., including, without limiting the generality of the foregoing, the real property municipally and legally described in Schedule "B" hereto (collectively with the Concept Planning Funds, the "**Segregated Funds**"); and

(d) all of the assets, undertakings and personal property of CGE Capital Management Inc., TGP-Talbot Crossing Inc., NEC II Capital Management Inc., LV Capital Management Inc., LV II Capital Management Inc., LV III Capital Management Inc., LV IV Capital Management Inc., LV V Capital Management Inc., and Fort Erie Hills Capital Management Inc. (collectively the "**Operator Respondents**" and each, an "**Operator Respondent**", and together with the Nominee Respondents and 2533430 Ontario Inc., the "**Respondents**" and each, a "**Respondent**") used in connection with or arising from or out of or which is necessary to access or use the Segregated Funds (collectively with the Nominee Property and the Segregated Funds, the "**Property**").

DECLARATION OF TRUST

4. THIS COURT ORDERS AND DECLARES that the real property legally and municipally described in Schedule "A" hereto, in respect of which the registered owner is one of the Nominee Respondents, is held by the applicable Nominee Respondent in trust for and on behalf of the applicable Co-Owners whom are party to one or more Co-Owners Agreements among, *inter alios*, such Nominee Respondent, the applicable Co-Owners, and the applicable Operator Respondent, to the extent of each Co-Owner's respective interest set out in such Co-Owners Agreement(s), including in any

declaration(s) of trust or certificate(s) of interest appended thereto, or as may be determined by further Order of this Court.

~~RECEIVER'S~~RECEIVER'S POWERS

5. ~~3.~~ THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

(a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property~~;~~, including, without limitation, all proceeds in any bank accounts or trust accounts (including any account in the name of any of the Operator Respondents and any lawyer's trust account) in the name, or for the benefit, of any of the Respondents and any Property held in the name of any third party but beneficially owned by any of the Respondents;

(b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of the Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

(c) to manage, operate, and carry on the business of the ~~Debtor~~Respondents (or any one of them), in connection with the Property, including the powers to enter into any agreements~~,~~ or incur any obligations in the ordinary course of business in connection with the Property, cease to carry on all or any part of the business in connection with the Property, or cease to perform or disclaim any contracts of ~~the Debtor;~~any of the Respondents, provided that the Receiver shall not disclaim any agreement of purchase and sale related to the real property municipally and

legally described in Schedule "A" hereto without further Order of this Court on notice to the service list in these proceedings;

(d) to engage managers, contractors, subcontractors, trades, consultants, appraisers, agents, real estate brokers, experts, auditors, accountants, managers, counsel and such other ~~persons~~Persons (as defined below) from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

(e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the ~~Debtor~~Respondents (or any one of them) in connection with the Property, or as may be appropriate to receive, preserve or protect the Property or any part or parts thereof;

(f) ~~to~~for greater certainty, notwithstanding the order (the "**First Global Injunction**") of the Honourable Justice MacNeil granted on October 31, 2024 in the Hamilton Proceedings (as defined below), to receive and collect all monies and accounts now owed or hereafter owing to ~~the Debtor~~any of the Respondents in connection with the Property (including, without limitation, any insurance proceeds, rent payments or any other income from the Property) and to exercise all remedies of any of the ~~Debtor~~Respondents in collecting such monies and accounts, including, without limitation, taking steps to enforce any security held by any of the ~~Debtor~~Respondents;

(g) to settle, extend or compromise any indebtedness owing to ~~the Debtor~~any of the Respondents in connection with the Property;

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of any of the ~~Debtor~~Respondents, for any purpose pursuant to this Order;

(i) to initiate, prosecute and continue the prosecution of any and all proceedings or claims (including, without limitation, claims under insurance policies held by any

of the Respondents or related to the Property) and to defend all proceedings now pending or hereafter instituted with respect to any of the ~~Debtor~~Respondents, the Property or the Receiver, and to settle or compromise any such proceedings or claims.[4] The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

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

(k) ~~(j)~~ for greater certainty, notwithstanding the First Global Injunction, to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(l) ~~(k)~~ for greater certainty, notwithstanding the First Global Injunction, to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business~~,~~:

~~[4] This model order does not include specific authority permitting the Receiver to either file an assignment in bankruptcy on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor. A bankruptcy may have the effect of altering the priorities among creditors, and therefore the specific authority of the Court should be sought if the Receiver wishes to take one of these steps.~~

(i) without the approval of this Court in respect of any transaction not exceeding $~~_____~~250,000, provided that the aggregate consideration for all such transactions does not exceed $~~_____~~500,000; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under ~~subsection 63(4)~~Part V of the ~~Ontario~~ *Personal Property Security Act*, ~~[~~R.S.O. 1990, c. P. 10, as amended or section 31 of the ~~Ontario~~ *Mortgages Act*, R.S.O. 1990, c. M. 40, as amended, as the case may be,~~]~~[5] shall not be required~~, and in each case the Ontario *Bulk Sales Act* shall not apply.~~;

(m) ~~(l)~~ for greater certainty, notwithstanding the First Global Injunction, to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(n) ~~(m)~~ to report to, meet with and discuss with such affected Persons ~~(as defined below)~~ as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(o) ~~(n)~~ to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property, including, without limitation, the real property municipally and legally described in Schedule "A" hereto;

~~[5] If the Receiver will be dealing with assets in other provinces, consider adding references to applicable statutes in other provinces. If this is done, those statutes must be reviewed to ensure that the Receiver is exempt from or can be exempted from such notice periods, and further that the Ontario Court has the jurisdiction to grant such an exemption.~~

(p) ~~(o) to~~ apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of ~~the Debtor;~~any of the Respondents and to meet with and discuss with such governmental authority and execute any agreements required in connection with or as a result of such permits, licenses, approvals or permissions (but solely in its capacity as Receiver and not in its personal or corporate capacity);

(q) ~~(p)~~ to enter into agreements with any trustee in bankruptcy appointed in respect of any of the ~~Debtor~~Respondents, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by any of the ~~Debtor~~Respondents;

(r) to undertake any investigations deemed appropriate by the Receiver with respect to: (i) the location and/or disposition of assets reasonably believed to be, or to have been, Property; and (ii) any ownership interest, claim, lien, charge, security interest or encumbrance asserted, filed or registered, as applicable, against the Property or any part thereof;

(s) to examine under oath any Person the Receiver reasonably considers to have knowledge of the affairs of the Respondents (or any one of them) or the Property or any part thereof, including, without limitation, any present or former director, officer, employee or shareholder of the Respondents (or any one of them);

(t) to trace and follow (i) the Segregated Funds or any portion thereof and (ii) the proceeds of any real property previously owned by any of the Respondents that was sold, transferred, assigned or conveyed on or after the granting of the First Global Injunction, including, without limitation, the real property municipally and legally described in Schedule "B" hereto;

(u) to take such steps as the Receiver deems appropriate in the following proceedings before the Commercial List of the Ontario Superior Court of Justice: (i) *1180544 Ontario Limited v. CBJ Developments Inc. et al.* bearing Court File No.

CV-23-00707989-00CL; and (ii) *Hillmount Capital Mortgage Holdings Inc. v. CBJ-Fort Erie Hills Inc.*, bearing Court File No. CV-24-00730993-00CL;

(v) ~~(q)~~ to exercise any shareholder, partnership, joint venture or other rights which any of the ~~Debtor~~Respondents may have; ~~and~~

(w) to make an assignment in bankruptcy on behalf of the Respondents (or any one of them); and

(x) ~~(r)~~ to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations~~.~~,

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

6. ~~4.~~ THIS COURT ORDERS that (i) each of the ~~Debtor~~Respondents, (ii) all of ~~its~~the Respondents' current and former directors, officers, employees, agents, accountants, legal counsel ~~and~~, shareholders and affiliates, and all other persons acting on ~~its~~their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

7. ~~5.~~ THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records ~~and~~, information and cloud-based data of any kind related to the business or affairs of any of the ~~Debtor~~Respondents or the Property, and any computer programs, computer tapes, computer disks, cloud or other data storage

media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software, cloud and physical facilities relating thereto, provided however that nothing in this paragraph ~~5~~7 or in paragraph ~~6~~8 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

8. ~~6.~~ THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer, in a cloud or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph 8, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer, cloud or other system and providing the Receiver with any and all access codes, account names ~~and~~, account numbers and account creating credentials that may be required to gain access to the information.

9. THIS COURT ORDERS that, without limiting the generality of paragraphs 6-8 and subject to such confidentiality arrangements as the Receiver deems advisable, each of TSI-CGE International Canada Inc., TGP-Talbot Crossing Inc., TSI-NEC II International Canada Inc., TSI-LV International Canada Inc., TSI-LV II International Canada Inc., TSI-LV III International Canada Inc., TSI-LV IV International Canada Inc., TSI-LV V

International Canada Inc. and Fort Erie Hills International Canada Inc. (collectively, the "**Vendors**") and each of the Respondents shall provide the following information (collectively, the "**Co-Owner Information**") to the Receiver forthwith, in each case, without charge: (i) the names, last known address, last known email addresses (if any) and entitlements of all of the Co-Owners, in each case, to the extent in the possession or control of the Respondents and/or the Vendors; and (ii) upon request of the Receiver, such documents and data as may be reasonably relevant to the issues affecting the Co-Owners in these proceedings, in each case, to the extent in the possession or control of the Respondents and/or the Vendors. In providing the Co-Owner Information, the Respondents and the Vendors shall not be required to obtain the express consent of any Co-Owner authorizing the disclosure of the Co-Owner Information to the Receiver for the purposes of these proceedings, and further, in accordance with clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, as amended, each of the Respondents and the Vendors is authorized and permitted to disclose the Co-Owner Information to the Receiver for the purposes of these proceedings, without the knowledge or consent of the Co-Owners.

10. ~~7.~~ THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the ~~Receiver's~~Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the ~~Receiver's~~Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days' notice to such landlord and any such secured creditors.

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE ~~DEBTOR~~RESPONDENTS OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

14. ~~10.~~ THIS COURT ORDERS that all rights and remedies against the ~~Debtor~~Respondents, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"), and further provided that nothing in this paragraph 14 shall: (i) empower the Receiver or any of the ~~Debtor~~Respondents to carry on any business which the ~~Debtor is~~Respondents are not lawfully entitled to carry on~~,~~; (ii) exempt the Receiver or any of the ~~Debtor~~Respondents from compliance with statutory or regulatory provisions relating to health, safety or the environment~~,~~; (iii) prevent the filing of any registration to preserve or perfect a security interest~~,~~; or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

17. ~~13.~~ THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post

Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

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

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE ~~RECEIVER'S~~RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

22. ~~18.~~ THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts~~,~~ (including, without limitation, deemed trusts), liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to ~~sections~~subsections 14.06(7), 81.4(4), and 81.6(2) of the BIA.[6]

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

24. ~~20.~~ THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

25. ~~21.~~ THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed $~~_____~~250,000 (or such greater amount as this Court may by further

~~[6] Note that subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".~~

Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts (including, without limitation, deemed trusts), liens, charges and encumbrances, statutory or otherwise, in favour of any Person~~,~~ but subordinate in priority to the ~~Receiver's~~Receiver's Charge and the charges as set out in ~~sections~~subsections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

26. ~~22.~~ THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

27. ~~23.~~ THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as ~~Schedule "A"~~Schedule "C" hereto (the "~~Receiver's~~**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

28. ~~24.~~ THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further ~~order~~Order of this Court and any and all ~~Receiver's~~Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

NORWICH ORDER

29. THIS COURT ORDERS that the Toronto Dominion Bank shall forthwith disclose and produce to the Applicants and the Receiver copies of:

(a) bank account statements;

(b) instruments (including deposits, withdrawals and transfers); and

(c) other documents (including but not limited to files, papers, records, notes, correspondence, memoranda, communications and other records) pertaining to the identify of any persons who instructed the Toronto Dominion Bank to conduct any payments or transfers to account holders or third parties, the identity of the payees and particulars of the instruments and transactions,

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

30. THIS COURT ORDERS that the disclosure ordered in paragraph 29 above shall include, but not be limited to, the account number(s) to which the Sale Proceeds were sent from the Hundal Account, and if known, the identity of the recipient(s) of those funds.

31. THIS COURT ORDERS that the Toronto Dominion Bank shall provide the records pursuant to this Order as soon as reasonably practicable.

32. THIS COURT ORDERS that the Applicants shall pay the reasonable costs incurred by the Toronto Dominion Bank in complying with this Order.

33. THIS COURT ORDERS that the Deemed Undertaking Rule does not apply to the documents and information obtained by the Applicants and the Receiver in furtherance of paragraphs 29-30 of this Order such that the Applicants and the Receiver may use the documents obtained from paragraphs 29-30 of this Order in order to commence a Proceeding against other third parties as appropriate with respect to the matters and facts as described in the Application Record filed by the Applicants on the within application.

SERVICE AND NOTICE

34. ~~25.~~ THIS COURT ORDERS that the E-Service ~~Protocol~~Guide of the Commercial List (the ~~"**Protocol**"~~"**Guide**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the ~~Protocol~~Guide (which can be found on the Commercial List website at ~~http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/~~https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/) shall be valid and effective service. Subject to Rule 17.05, this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph ~~21~~13 of the ~~Protocol~~Guide, service of documents in accordance with the ~~Protocol~~Guide will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the ~~Protocol~~Guide with the following URL ~~'<@>'~~: **[●]** (the "**Receiver's Website**").

35. ~~26.~~ THIS COURT ORDERS that if the service or distribution of documents in accordance with the ~~Protocol~~Guide is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to ~~the Debtor's~~any of the Respondents' creditors or other interested parties at their respective addresses as last shown on the records of the ~~Debtor~~Respondents and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

36. THIS COURT ORDERS that notice of the appointment of the Receiver shall be provided to all of the Co-Owners by: (i) the Receiver sending a letter to each of the Co-Owners at the address provided pursuant to paragraph 9 of this Order, advising of such appointment

as soon as practicable following the date hereof; and (ii) the posting of such appointment on the Receiver's Website.

37. THIS COURT ORDERS that the Applicants, the Receiver and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Respondents' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of subsection 3(c) of the *Electronic Commerce Protection Regulations* (SOR/2013-221).

GENERAL

38. ~~27.~~ THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

39. ~~28.~~ THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the ~~Debtor~~Respondents (or any one of them).

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

41. ~~30.~~ THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative

in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

42. ~~31.~~ THIS COURT ORDERS that the ~~Plaintiff~~Applicants shall have ~~its~~their costs of this ~~motion~~Application, up to and including entry and service of this Order~~, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then~~ on a substantial indemnity basis to be paid by the Receiver from the ~~Debtor's estate with such~~net realizations from the Property with the same priority ~~and at such time as this Court may determine~~as, and as secured by, the Receiver's Borrowings Charge.

43. ~~32.~~ THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

44. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Toronto Time on the date of this Order and are enforceable without the need for entry and filing.

SCHEDULE "A"
REAL PROPERTY

1. London Valley Inc.

Municipal Description: 5318 Colonel Talbot Road, London, Ontario

Legal Description:

PIN 08207-0183 (LT)

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

2. London Valley II Inc.

Municipal Description: 6172 Colonel Talbot Road, London, Ontario

Legal Description:

PIN 08207-0207 (LT)

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

3. 2533430 Ontario Inc.

Municipal Description: Unavailable

Legal Description:

PIN 08207-0222 (LT)

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

4. London Valley V Inc.

Municipal Description: Wonderland Road. S, London, Ontario

Legal Description:

PIN 08207-0153 (LT)

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

5. Talbot Crossing Inc.

Municipal Description: 5980 Colonel Talbot Road, London, Ontario

Legal Description:

PIN 08207-0053 (LT)

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

SCHEDULE "B"
SOLD REAL PROPERTY

1. Clearview Garden Estates Inc.

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

Legal Description:

PIN 58239-0014 (LT)

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

PIN 58239-0014 (LT)

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

PIN 58239-0014 (LT)

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

2. London Valley IV Inc.

Municipal Description: 6211 Colonel Talbot Road, London, Ontario

Legal Description:

PIN 08211-0150 (LT)

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

3. Fort Erie Hills Inc.

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

Legal Description:

PIN 64233-0064 (LT)

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

4. Niagara Estates of Chippawa II Inc.

Municipal Description: 5559 Sodom Road, Niagara Falls, Ontario

Legal Description:

PIN 64254-0015 (LT)

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

5. 2533430 Ontario Inc.

Municipal Description: 6188 Colonel Talbot Road, London, Ontario

Legal Description:

PIN 08207-0216 (LT)

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

SCHEDULE "C"
RECEIVER'S CERTIFICATE

~~**SCHEDULE "A"**~~

~~**RECEIVER CERTIFICATE**~~

CERTIFICATE NO. _____

AMOUNT $_____

1. THIS IS TO CERTIFY that ~~[RECEIVER'S NAME]~~KSV Restructuring Inc., the receiver and manager (the "**Receiver**") of all of (i) the assets, undertakings and ~~properties [DEBTOR'S NAME]~~personal property of Clearview Garden Estates Inc., Talbot Crossing Inc., Niagara Estates of Chippawa II Inc., London Valley Inc., London Valley II Inc., London Valley III Inc., London Valley IV Inc., London Valley V Inc. and Fort Erie Hills Inc. (collectively, the "**Nominee Respondents**") and 2533430 Ontario Inc. acquired for, or used in relation to a business carried on by the ~~Debtor, including all proceeds thereof (collectively, the "Property") appointed by~~Nominee Respondents (or any one of them) and/or 2533430 Ontario Inc. and the proceeds therefrom, including, without limitation, the real property legally described in Schedule "A" to the Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated ~~the ____ day of _____, 20__~~March 6, 2025 (the "**Order**") made in an ~~action~~application having Court ~~file number ____-CL-_____~~File Number CV-25-00736577-00CL, and any assets or property held by any of the Nominee Respondents and/or 2533430 Ontario Inc. in trust for any third party (collectively, the "**Nominee Property**"), and (ii) the Segregated Funds and all of the assets, undertakings and personal property of CGE Capital Management Inc., TGP-Talbot Crossing Inc., NEC II Capital Management Inc., LV Capital Management Inc., LV II Capital Management Inc., LV III Capital Management Inc., LV IV Capital Management Inc., LV V Capital Management Inc., and Fort Erie Hills Capital Management Inc. used in connection with or arising from or out of or which is necessary to access or use the Segregated Funds (collectively with the Nominee Property, the "**Property**"), has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum

of $_____, being part of the total principal sum of $_____ which the Receiver is authorized to borrow under and pursuant to the Order.[1]

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded **[daily][monthly not in advance on the _____ day of each month]** after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

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

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

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

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

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

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

DATED the _____ day of _____, ~~20--~~202_.

	~~[RECEIVER'S NAME]~~KSV Restructuring Inc., solely in its capacity ~~—~~ as Receiver of the Property, and not in its personal, corporate or any other capacity
Per:	_____ Name: Title:
	~~Title:~~

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

MIZUE FUKIAGE, AKIKO KOBAYASHI, YOSHIKI FUKIAGE, KOBAYASHI KYOHODO CO., LTD. AND TORU FUKIAGE	and	**CLEARVIEW GARDEN ESTATES INC., TALBOT CROSSING INC., NIAGARA ESTATES OF CHIPPAWA II INC., LONDON VALLEY INC., LONDON VALLEY II INC., LONDON VALLEY III INC., LONDON VALLEY IV INC., LONDON VALLEY V INC., FORT ERIE HILLS INC., 2533430 ONTARIO INC., CGE CAPITAL MANAGEMENT INC., TGP-TALBOT CROSSING INC., NEC II CAPITAL MANAGEMENT INC., LV CAPITAL MANAGEMENT INC., LV II CAPITAL MANAGEMENT INC., LV III CAPITAL MANAGEMENT INC., LV IV CAPITAL MANAGEMENT INC., LV V CAPITAL MANAGEMENT INC. AND FORT ERIE HILLS CAPITAL MANAGEMENT INC.**
Applicants		Respondents

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced in Toronto

APPOINTING ORDER

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Email: fosterj@bennettjones.com
Lawyers for the Applicants

Summary report: Litera Compare for Word 11.8.0.56 Document comparison done on 2/28/2025 11:18:12 AM	
Style name: Standard	
Intelligent Table Comparison: Active	
Original filename: Commercial List Model Receivership Order (Downloaded November 5, 2023).doc	
Modified filename: DRAFT - CJA Receivership Order.docx	
Changes:	
Add	395
~~Delete~~	226
~~Move From~~	4
Move To	4
Table Insert	3
~~Table Delete~~	9
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	641

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

MIZUE FUKIAGE, AKIKO KOBAYASHI, and **YOSHIKI FUKIAGE, KOBAYASHI KYOHODO CO., LTD. AND TORU FUKIAGE**	**CLEARVIEW GARDEN ESTATES INC., TALBOT CROSSING INC., NIAGARA ESTATES OF CHIPPAWA II INC., LONDON VALLEY INC., LONDON VALLEY II INC., LONDON VALLEY III INC., LONDON VALLEY IV INC., LONDON VALLEY V INC., FORT ERIE HILLS INC., 2533430 ONTARIO INC., CGE CAPITAL MANAGEMENT INC., TGP-TALBOT CROSSING INC., NEC II CAPITAL MANAGEMENT INC., LV CAPITAL MANAGEMENT INC., LV II CAPITAL MANAGEMENT INC., LV III CAPITAL MANAGEMENT INC., LV IV CAPITAL MANAGEMENT INC., LV V CAPITAL MANAGEMENT INC. AND FORT ERIE HILLS CAPITAL MANAGEMENT INC.**	
Applicants	Respondents	Court File No.: CV-25-00736577-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced in Toronto

APPLICATION RECORD OF THE APPLICANTS

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