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Superior Court of Justice - Toronto - Commercial List / Cour supérieure de justice

Court File No. CL-26-00000053-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	FRIDAY, THE 27TH
JUSTICE STEELE	)	DAY OF FEBRUARY, 2026

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF LJM DEVELOPMENTS (HAMILTON) INC.

SECOND AMENDED AND RESTATED INITIAL ORDER

THIS APPLICATION, made by LJM Developments (Hamilton) Inc. (the "**Applicant**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") was heard this day at 330 University Avenue, Toronto, Ontario via videoconference.

ON READING the affidavits of Muhammad Ahsan sworn February 9, 2026 (the "**First Ahsan Affidavit**") and February 19, 2026 (the "**Second Ahsan Affidavit**"), the consent of KPMG Inc. ("**KPMG**") to act as monitor (in such capacity, the "**Monitor**") and the First Report of KPMG dated February 26, 2026, and on hearing the submissions of counsel to the Applicant, the KPMG, and such other counsel listed on the counsel slip, no one else appearing although duly served as appears from the Lawyer's Certificates of Service, filed,

A. 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 unless otherwise defined herein, capitalized terms have the meanings given to them in the First Ahsan Affidavit and the Second Ahsan Affidavit.

3. **THIS COURT ORDERS** that, for the avoidance of doubt, references in this Order to the "date of this Order", the "date hereof", or similar phrases refer to the date the Initial Order of this Court was granted in these proceedings, being February 10, 2026 (the "**Initial Order**").

B. APPLICATION

4. **THIS COURT ORDERS AND DECLARES** that the Applicant is a company to which the CCAA applies.

C. POSSESSION OF PROPERTY AND OPERATIONS

5. **THIS COURT ORDERS** that the Applicant shall remain in possession and control of its current and future assets, licenses, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"). Subject to further Order of this Court, the Applicant shall continue to carry on business in a manner consistent with the preservation of its business (the "**Business**") and Property. Subject to the consent of the Monitor, the Applicant is authorized and empowered to continue to retain and employ the employees, independent contractors, advisors, consultants, agents, experts, appraisers, valuators, brokers, accountants, counsel and

such other persons (collectively "**Assistants**") currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

6. **THIS COURT ORDERS that**, notwithstanding paragraph 5 of this Order, the Property shall not include any deposits paid by purchasers of Units and interest thereon, which is held in trust by any law firm or escrow agent acting on behalf of the Applicant with respect to the sale of the Units, including without limitation, the deposits and interest thereon held by Harris, Sheaffer LLP in trust pursuant to the Deposit Trust Agreement effective as of August 14, 2019 (the "**Deposit Trust Agreement**"), entered into between Harris, Sheaffer LLP as the Escrow Agent, Westmount Guarantee Services Inc., and the Applicant.

7. **THIS COURT ORDERS** that the Applicant, subject to the debtor-in-possession financing term sheet entered into between the Applicant, as borrower, and Aviva Canada Inc., as lender (in such capacity, the "**Surety DIP Lender**"), appended as Exhibit "A" to the Affidavit of Philip Yang sworn February 20, 2026 (the "**Second DIP Term Sheet**"), and subject to such minor amendments as may be agreed from time to time, in accordance with and subject to the Cash Flow Forecast (as defined in the Second DIP Term Sheet), shall be entitled but not required to pay the following expenses whether incurred prior to, on or after the date of this Order, provided that payments are made within the approved cash flows and are made with the consent of the Monitor:

(a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in

each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;

(b) all outstanding and future amounts invoiced to the Applicant from any independent contractors retained by the Applicant, in each case incurred in the ordinary course of business and consistent with existing payment arrangements; and

(c) the fees and disbursements of any Assistants retained or employed by the Applicant in respect of these proceedings, at their standard rates and charges.

8. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, and in accordance with and subject to the Cash Flow Forecast, the Applicant shall be entitled but not required to pay all reasonable expenses incurred by the Applicant in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order and any other Order of this Court, which expenses shall include, without limitation:

(a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and

(b) payment for goods or services actually supplied to the Applicant following the date of this Order.

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

(a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from the Applicant's employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, (iv) income taxes, and (v) all other amounts related to such deductions or employee wages payable for periods following the date of the Initial Order pursuant to the *Income Tax Act*, the Canada Pension Plan, the *Employment Insurance Act* or similar provincial statutes;

(b) all goods and services taxes, harmonized sales taxes or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Applicant in connection with the sale of goods and services by the Applicant, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and

(c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business, workers' compensation or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are

attributable to or in respect of the carrying on of the Business by the Applicant.

10. **THIS COURT ORDERS** that except as specifically permitted herein or as required or contemplated pursuant to the terms of the Second DIP Term Sheet and Definitive Documents, the Applicant is hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicant to any of its creditors as of this date; (b) to grant no security interests, trusts, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business, with the prior consent of the Monitor.

D. RESTRUCTURING

11. **THIS COURT ORDERS** that the Applicant shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents (as hereinafter defined) or as otherwise ordered by this Court, have the right, subject to the prior consent of the Monitor, to:

(a) permanently or temporarily cease, downsize or shut down any of its business or operations, and to dispose of redundant or non-material assets not exceeding $50,000 in any one transaction or $250,000 in the aggregate;

(b) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate; and

(c) pursue all avenues of refinancing, restructuring, sale or reorganizing the Business or Property, in whole or part, subject to prior approval of this Court

being obtained before any material refinancing, restructuring, sale or reorganizing,

all of the foregoing to permit the Applicant to proceed with an orderly restructuring of the Business (the "**Restructuring**").

12. **THIS COURT ORDERS** that the Applicant shall not be entitled to pay disbursements, incur obligations, enter into settlements, agreements or other commitments, or release claims against the Property of the Applicant (including such disbursements, obligations or claims as may be paid, incurred or released in the ordinary course of business) without the prior approval of the Monitor.

E. NO PROCEEDINGS AGAINST THE APPLICANT OR THE PROPERTY

13. **THIS COURT ORDERS** that until and including April 3, 2026, or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process (each, a "**Proceeding**") in any court or tribunal shall be commenced or continued against or in respect of the Applicant or the Monitor, or their respective employees, directors, advisors, officers, agents and representatives acting in such capacities, or affecting the Business or the Property, except with the prior written consent of the Applicant and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicant, or except as permitted by subsection 11.03(2) of the CCAA, their employees, directors, advisors, officers, agents and representatives acting in such capacities, or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

14. **THIS COURT ORDERS** that, to the extent any prescription, time or limitation period relating to any Proceeding against or in respect of the Applicant that is stayed pursuant to this Order may expire, the term of such prescription, time or limitation period shall hereby be deemed to be extended by a period equal to the Stay Period.

F. NO EXERCISE OF RIGHTS OR REMEDIES

15. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of the Applicant or the Monitor, or their respective employees, directors, advisors, officers, agents and representatives acting in such capacities, or affecting the Business or the Property, are hereby stayed and suspended except with the prior written consent of the Applicant and the Monitor, or leave of this Court, provided that nothing in this Order shall (a) empower the Applicant to carry on any business which the Applicant is not lawfully entitled to carry on; (b) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA; (c) prevent the filing of any registration to preserve or perfect a security interest; or (d) prevent the registration of a claim for lien.

G. NO INTERFERENCE WITH RIGHTS

16. **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, lease, sublease, licence or permit in favour of or held by the Applicant, except with the prior written consent of the Applicant and the Monitor, or leave of this Court.

H. CONTINUATION OF SERVICES

17. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements or arrangements with the Applicant or statutory or regulatory mandates for the supply or license of goods, intellectual property, and/or services, including without limitation all computer software, communication and other data services, centralized banking services, cash management services, payment processing services, payroll and benefit services, insurance, transportation services, utility or other services to the Business or the Applicant, are hereby restrained until further Order of this Court from discontinuing, altering, suspending, interfering with or terminating the supply or license of such goods, intellectual property, or services as may be required by the Applicant, and that the Applicant shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Applicant in accordance with normal payment practices of the Applicant or such other practices as may be agreed upon by the supplier or service provider and each of the Applicant and the Monitor, or as may be ordered by this Court.

18. **THIS COURT ORDERS** that, without limiting the generality of the foregoing, no insurer providing insurance to the Applicant shall terminate or fail to renew such insurance on the existing terms thereof provided that such insurer is paid any premiums, as would be paid in the normal course, in connection with the continuation or renewal of such insurance at current prices, subject to reasonable annual increases in the ordinary course with respect to such premiums.

I. NON-DEROGATION OF RIGHTS

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

J. PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

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

K. REPLACEMENT AND APPOINTMENT OF MONITOR

21. **THIS COURT ORDERS** that KPMG shall hereby replace Schwartz Levitsky Feldman Inc. ("**SLF**") as Monitor in accordance with the terms of this Order.

22. **THIS COURT ORDERS** that KPMG is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicant with the powers and obligations set out in the CCAA or set forth herein and that the Applicant and its shareholders, officers, directors, and Assistants shall advise the

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

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

(a) monitor and review the Applicant's receipts and disbursements, including the management and use of any funds advanced by the Surety DIP Lender to the Applicant under the Definitive Documents;

(b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;

(c) assist with the Restructuring (as herein after defined) and the operations of the Applicant;

(d) assist the Applicant, to the extent required by the Applicant, in its dissemination, to the Surety DIP Lender and its counsel at the times set out in the Second DIP Term Sheet and/or Definitive Documents, of financial and other information as agreed to between the Applicant and the Surety DIP Lender, which financial and other information may be used in these proceedings, including reporting on a basis to be agreed with the Surety DIP Lender;

(e) advise the Applicant in its preparation of the Applicant's cash flow statements and reporting required by the Surety DIP Lender, which information shall be reviewed with the Monitor and delivered to the Surety DIP Lender and its counsel monthly and within 15 business days after the end of each calendar month in accordance with the Definitive Documents, or as otherwise agreed to by the Surety DIP Lender;

(f) liaise with Assistants, to the extent required, with respect to all matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;

(g) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicant, wherever located and to the extent that is necessary to adequately assess the Applicant's business and financial affairs or to perform its duties arising under this Order;

(h) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;

(i) perform such other duties as are required by this Order or by this Court from time to time; and

(j) take any steps reasonably incidental to the exercise of the foregoing powers or the performance of any statutory obligations.

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

(a) the use of proceeds from sales of Units released to the Applicant following the payment of the Construction Lender in 2025;

(b) all taxes paid in respect of sales of Units including the amounts collected, whether such amounts were paid to the Applicant and/or Harris, Sheaffer LLP pursuant to the Deposit Trust Agreement and the dates of receipt, the manner in which such funds were held, accounted for, or segregated, and the status and timing of any remittances made to the Canada Revenue Agency; and

(c) on amounts that were required to be held by the Applicant and maintained as security for the satisfaction of lien claims and related rights under the *Construction Act*, R.S.O., 1990, c. C.30, and the current status of such amounts.

25. THIS COURT ORDERS that the Applicant and any "related persons" to the Applicant within the meaning of section 4(2) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, including, without limitation, LJM Developments (Beamsville) Inc., LJM Developments (Queenston) Inc., LJM Developments (Upper James) Inc., LJM Developments (London) Inc., LJM Group Inc., LJM Developments Inc., or any other Persons who may have access or control in respect of the Property, or documents or systems related to the Applicant or the Property, shall cooperate with the Monitor in

respect of its role, rights, and obligations provided for in this Order, provided that such cooperation shall be limited to the Applicant, the Property and documents or systems related to the Applicant or Property.

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

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

any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

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

29. **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, neither the Monitor nor any of its employees or representatives shall incur any liability or obligation as a result of the Monitor's appointment or the carrying out by it of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

30. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel to the Applicant shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, whether incurred prior to, on or subsequent to the date of this Order, by the Applicant as part of the costs of these proceedings, in accordance with the Cash Flow Forecast. The Applicant is hereby authorized and directed to pay the accounts of the Monitor, counsel to the Monitor and counsel to the Applicant on a monthly

basis or on such terms as such parties may agree and, in addition, the Applicant is hereby authorized to pay to the Monitor, counsel to the Monitor and counsel to the Applicant, reasonable retainers, *nunc pro tunc*, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

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

L. ADMINISTRATION CHARGE

32. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, SLF and its counsel in respect of services rendered up to and including the date of this order, and counsel to the Applicant shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of $300,000, as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 40 and 42 hereof.

M. DIP FINANCING

33. **THIS COURT ORDERS** that the Applicant is hereby authorized and empowered to obtain and borrow under a credit facility from the Surety DIP Lender in order to finance the Applicant's working capital requirements and other general corporate purposes, capital expenditures, and costs of these proceedings during the Stay Period (each, an "**Interim Borrowing**" and collectively, the "**Interim Borrowings**"), provided that: (a) such

Interim Borrowings are made in accordance with the Cash Flow Forecast or otherwise agreed by the Applicant and the Surety DIP Lender, with consent of the Monitor, in each case subject to prior approval pursuant to a draw request in form and substance satisfactory to the Surety DIP Lender, accompanied by such supporting documentation as the Surety DIP Lender may request in accordance with the Definitive Documents; (b) such Interim Borrowings are secured by the Surety DIP Lender's Charge (as defined below) with the priority set out in paragraphs 40 and 42 hereof; and (c) such Interim Borrowings shall not exceed $1,600,000 unless permitted by further Order of this Court.

34. **THIS COURT ORDERS** that such credit facility shall be on the terms and subject to the conditions set forth in the Second DIP Term Sheet.

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

36. **THIS COURT ORDERS** that the Surety DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "**Surety DIP Lender's Charge**") on the Property of the Applicant as security for the Interim Borrowings plus interest, fees, costs or other

charges provided for in the Definitive Documents, which Surety DIP Lender's Charge shall, for greater certainty, not secure any obligation that exists before February 20, 2026. The Surety DIP Lender's Charge shall have the priority set out in paragraphs 40 and 42 hereof.

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

(a) the Surety DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the Surety DIP Lender's Charge or any of the Definitive Documents;

(b) upon the occurrence of an event of default under the Definitive Documents or the Surety DIP Lender's Charge, the Surety DIP Lender, upon five (5) days' written notice to the Applicant and the Monitor, may exercise any and all of its rights and remedies against the Applicant or the Property under or pursuant to the Second DIP Term Sheet, Definitive Documents and the Surety DIP Lender's Charge, including, without limitation, terminate the commitments under the Definitive Documents and declare the obligations thereunder to be immediately due and payable and to cease making advances to the Applicant and set off and/or consolidate any amounts owing by the Surety DIP Lender to the Applicant against the obligations of the Applicant to the Surety DIP Lender under the Second DIP Term Sheet, the Definitive Documents or the Surety DIP Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for

a bankruptcy order against the Applicant and for the appointment of a trustee in bankruptcy of the Applicant; and

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

38. **THIS COURT ORDERS** that the Applicant's obligations to the Surety DIP Lender with respect to any Interim Borrowings (and only with respect to Interim Borrowings) shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicant under the CCAA, or any proposal filed by the Applicant under the *Bankruptcy and Insolvency Act* (the "**BIA**").

39. **THIS COURT ORDERS** that the Commitment Letter, the DIP Term Sheet and the DIP Facility are all hereby terminated, provided that such termination shall be without prejudice to any claims the DIP Lender may have against the Applicant or the Property in respect of the Advance Fee as described in the DIP Term Sheet, and without prejudice to such responses as the Applicant, Surety DIP Lender or other parties may have should such claim be pursued.

N. VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

40. **THIS COURT ORDERS** that the priorities of the security interests granted by the Administration Charge and the Surety DIP Lender's Charge (collectively, the "**Charges**"), as among them, shall be as follows:

(a) First – Administration Charge; and

(b) Second – Surety DIP Lender's Charge.

41. **THIS COURT ORDERS** that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

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

43. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges unless the Applicant also obtains the prior written consent of the Monitor, the Surety DIP Lender and the beneficiaries of the Charges (collectively, the "**Chargees**"), or further Order of this Court.

44. **THIS COURT ORDERS** that the Charges, the Second DIP Term Sheet and the Definitive Documents shall not be rendered invalid or unenforceable and the rights and remedies of the Chargees thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy or receivership order(s) issued pursuant to the BIA or otherwise, or any bankruptcy or receivership order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any

negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the Applicant, and notwithstanding any provision to the contrary in any Agreement:

(a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the Second DIP Term Sheet or the Definitive Documents shall create or be deemed to constitute a breach by the Applicant of any Agreement to which it is a party;

(b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Applicant entering into the Second DIP Term Sheet, the creation of the Charges, the Interim Borrowings, or the execution, delivery or performance of the Definitive Documents; and

(c) the payments made by the Applicant pursuant to this Order, the Second DIP Term Sheet or the Definitive Documents, including with respect to the Interim Borrowings, and the granting of the Charges do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

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

O. SERVICE AND NOTICE

46. **THIS COURT ORDERS** that the Monitor shall (a) without delay, publish in The Globe and Mail a notice containing the information prescribed under the CCAA; and (b) within five days after the date of this Order, (i) make this Order publicly available in the manner prescribed under the CCAA; (ii) send, or cause to be sent, in the prescribed manner (including by electronic message to the e-mail addresses as last shown in the Applicant's books and records), a notice to all known creditors having a claim against the Applicant of more than $1,000; and (iii) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder, provided that the Monitor shall not make the claims, names and addresses of individuals who are creditors publicly available, unless otherwise ordered by the Court.

47. **THIS COURT ORDERS** that the Guide Concerning Commercial List E-Service (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 https://www.ontariocourts.ca/scj/files/guides/the-guide-concerning-commercial-list-e-service-en.pdf) shall be valid and effective service. Subject to Rule 17.05 of the *Rules of Civil Procedure* (the "**Rules**"), this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules. Subject to Rule 3.01(d) of the

Rules 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: "kpmg.com/ca/LJMHamilton."

48. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol or the CCAA and the regulations thereunder is not practicable, the Applicant and the Monitor are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission to the Applicant's creditors or other interested parties at their respective addresses (including e-mail addresses) as last shown in the books and records of the Applicant and that any such service or distribution shall be deemed to be received on the earlier of (a) the date of forwarding thereof, if sent by electronic message at or prior to 5:00 p.m. prevailing Eastern Time (or on the next business day following the date of forwarding thereof if sent on a non-business day); (b) the next business day following the date of forwarding thereof, if sent by courier, personal delivery, facsimile transmission or electronic message sent after 5:00 p.m. prevailing Eastern Time; or (c) on the third business day following the date of forwarding thereof, if sent by ordinary mail.

49. **THIS COURT ORDERS** that the Applicant and the Monitor 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 written notices, or other written correspondence, by forwarding copies thereof by electronic message to the

Applicant's 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 judicial obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations* (SOR/2013-221).

P. Schwartz Levitsky Feldman Inc.

50. **THIS COURT ORDERS** that the Pre-Filing Report of SLF dated February 9, 2026, the First Report of SLF dated February 19, 2026, and the actions, conduct and activities of SLF as set out therein, be and are hereby approved; provided, however, that only SLF, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

51. **THIS COURT ORDERS** that, notwithstanding any provision of this Order or the discharge of SLF, nothing herein shall affect, vary, derogate from, limit or amend, and SLF shall continue to have the benefit of, any of the rights, approvals, releases and protections in favour of the Monitor at law or pursuant to the CCAA, the Initial Order, and any other order of this Court in these CCAA proceedings or otherwise, all of which are expressly continued and confirmed following the discharge of SLF.

52. **THIS COURT ORDERS** that SLF and its affiliates, officers, directors, employees, legal counsel and agents (collectively, the "**Released Parties**" and each a "**Released Party**") shall be and are hereby forever released and discharged from any and all claims that any Person may have or be entitled to assert against the Released Parties, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, dealing or other occurrence in any way relating to, arising out of, or in respect of, these CCAA proceedings

or with respect to their respective conduct in these CCAA proceedings (collectively, the "**Released Claims**"), and any such Released Claims are hereby irrevocably and forever released, stayed, extinguished and forever barred, and the Released Parties shall have no liability in respect thereof, provided that the Released Claims shall not include any claim or liability arising out of any gross negligence or wilful misconduct on the part of the applicable Released Party.

53. **THIS COURT ORDERS** that the fees and disbursements of SLF up to and including February 20, 2026, as set out in the fee affidavit of Alan Page sworn February 26, 2026, be and are hereby approved.

54. **THIS COURT ORDERS** that the fees and disbursements of the independent legal counsel of SLF, Aird & Berlis LLP, up to and including February 20, 2026, as set out in the fee affidavit of Ian Aversa sworn February 26, 2026, be and are hereby approved.

Q. GENERAL

55. **THIS COURT ORDERS** that the charge in favour of ICP Developers Inc. bearing instrument number WE1824306 ("**ICP Charge**") and registered on title to the Unsold Units, storage lockers and parking spots described in the Standard Condominium Plan bearing instrument number WCP664 is hereby discharged from title to such lands and premises and the Land Registrar for Land Registry Office #62 is hereby ordered and directed to delete the ICP Charge from title to such lands and premises.

56. **THIS COURT ORDERS** that the Applicant, the Surety DIP Lender or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

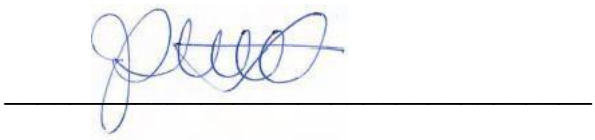
57. **THIS COURT ORDERS** that any interested party (including the Applicant, the Monitor and the Surety DIP Lender) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

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

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

60. **THIS COURT ORDERS** that each of the Applicant and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

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



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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF LJM DEVELOPMENTS (HAMILTON) INC.

Court File No. CL-26-00000053-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

SECOND AMENDED AND RESTATED INITIAL ORDER

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