

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE) TUESDAY, THE 4th
)
JUSTICE KIMMEL) DAY OF JUNE, 2024

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

BETWEEN:

ROMSPEN INVESTMENT CORPORATION

Applicant

-and-

TUNG KEE INVESTMENT CANADA LTD., and
TUNG KEE INVESTMENT LIMITED PARTNERSHIP

Respondents

CLAIMS PROCESS ORDER

THIS MOTION, made by Ernst & Young Inc. in its capacity as court-appointed receiver and manager (in such capacity, the “**Receiver**”) of all the assets undertakings and properties of the Respondents, for an Order, among other things, establishing a claims process to identify, determine and resolve claims of creditors of the Respondents, and approving the Receiver’s Interim Statement of Receipts and Disbursements for the period from October 19, 2023 to May 24, 2024, was heard this day at 330 University Avenue, Toronto, Ontario, via judicial videoconference.

ON READING the Third Report of the Receiver dated May 17, 2023 (the “**Third Report**”), and the Supplementary Third Report of the Receiver dated May 29, 2024 (the “**Supplementary Third Report**”), and on hearing the submissions of counsel for the Receiver, counsel for the Respondents, and counsel for the lien claimant DX Strategies Inc., no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service of Chad Kopach sworn May 30, 2024, filed.

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Receiver’s Notice of Motion returnable June 4, 2024, and the related motion material filed in support of that Notice of Motion (collectively, the “**Motion Record**”), is hereby abridged, and that service of the Motion Record is hereby validated, and that further service thereof is hereby dispensed with.

DEFINITIONS AND INTERPRETATION

2. The following terms shall have the following meanings ascribed thereto:

- (a) “**Appointment Order**” means the Order Appointing the Receiver dated October 19, 2023 (as may be supplemented, amended or varied from time to time);
- (b) “**Business Day**” means a day, other than a Saturday or a Sunday, on which banks are generally open for business in Toronto, Ontario;
- (c) “**Claim**” means any right or claim of any Person, with the exception of an Excluded Claim, that may be asserted or made in whole or in part against any of the Respondents, in connection with any indebtedness, liability or obligation of any kind whatsoever of one or more of the Respondents, whether liquidated, unliquidated,

- fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, by guarantee, surety or otherwise and whether or not such right is executory in nature, including the right or ability of any Person to advance a claim for contribution or indemnity for or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation (A) is based in whole or in part on facts existing prior to the Filing Date, (B) relates to a time period prior to the Filing Date, or (C) would have been a claim provable in bankruptcy had the Respondents become bankrupt on the Filing Date;
- (d) “**Claims Bar Date**” means 5:00 p.m. (prevailing Eastern Time) on July 22, 2024;
- (e) “**Claims Officer**” means the person or persons who may be appointed by the Court to adjudicate Claims;
- (f) “**Court**” means the Ontario Superior Court of Justice (Commercial List);
- (g) “**Charges**” means the Receiver’s Charge, and the Receiver’s Borrowing Charge, as such terms are defined in the Appointment Order;
- (h) “**Creditor**” means any Person asserting a Claim;
- (i) “**Creditor Dispute Notice**” means a written notice to the Receiver, substantially in the form attached hereto as **Schedule “E”**, delivered to the Receiver by a Creditor who has received a Notice of Revision or Disallowance, of its intention to dispute such Notice of Revision or Disallowance;

- (j) **“Excluded Claim”** means any Claim entitled to the benefit of an existing or future Court-ordered priority charge, including the Charges;
- (k) **“Filing Date”** means October 19, 2023;
- (l) **“Instruction Letter”** means the guide to completing the Proof of Claim form, in substantially the form attached hereto as **Schedule “B”**;
- (m) **“Known Creditors”** means any Person that the Receiver determines, based upon the books and records of the Respondents as available to the Receiver, has or may be entitled to assert a Claim against any of the Respondents as of the Filing Date, provided that the identification of a Person as a Known Creditor shall not constitute confirmation that such Person’s Claim is a Proven Claim;
- (n) **“Notice of Revision or Disallowance”** means a notice, substantially in the form attached hereto as **Schedule “D”**, advising a Creditor that the Receiver has revised or disallowed all or part of such Creditor's Claim as set out in its Proof of Claim;
- (o) **“Notice of Allowance”** means a notice in writing from the Receiver advising a Creditor and the Respondents that the Receiver has allowed all or part of such Creditor's Claim as set out in its Proof of Claim;
- (p) **“Notice to Creditors”** means the Notice to Creditors for publication in substantially the form attached hereto as **Schedule “A”**;
- (q) **“Person”** is to be interpreted broadly and includes any individual, firm, general or limited partnership, joint venture, trust, corporation, limited or unlimited liability

- company, unincorporated organization, association, trust, collective bargaining agent, joint venture, federal or provincial government body, agency or Ministry, regulatory body, officer or instrumentality thereof, or any juridical entity, wherever situate or domiciled, and whether or not having legal status, howsoever designated or constituted, and whether acting on their own or in a representative capacity;
- (r) **“Proof of Claim”** means the proof of claim to be completed and filed by a Person setting forth a Claim and which shall include all supporting documentation in respect of such Claim, substantially in the form attached hereto as **Schedule “C”**;
- (s) **“Proof of Claim Document Package”** means a document package that includes a copy of the Notice to Creditors, Instruction Letter, Proof of Claim, and such other materials as the Receiver may consider appropriate or desirable;
- (t) **“Proven Claim”** means a Claim as finally accepted by the Receiver or determined by the Claims Officer or by the Court, including for purposes of distribution;
- (u) **“Receiver”** means Ernst & Young Inc. in the capacity described in the preamble to this Order;
- (v) **“Respondents”** means Tung Kee Investment Canada Ltd. and Tung Kee Investment Limited Partnership;
- (w) **“Respondent Dispute Notice”** means a written notice to the Receiver, substantially in the form attached hereto as **Schedule “F”**, delivered to the Receiver by a Respondent of its intention to dispute any Claim allowed by the Receiver;

- (x) **“Secured Claim”** means any Claim of a Creditor but only to the extent of the value of the security in respect of the Claim;

3. **THIS COURT ORDERS** that all references as to time herein shall mean local time in Toronto, Ontario, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day, unless otherwise indicated herein.

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

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

RECEIVER'S ROLE

6. **THIS COURT ORDERS** that the Receiver, in addition to its prescribed rights, duties, responsibilities and obligations under the Appointment Order, is hereby directed and empowered to take all such other actions and fulfill such other roles as are authorized by this Order or are incidental thereto, and that in taking such other actions and in fulfilling such other roles, the Receiver shall have the protections given to it in the Appointment Order and this Order, including without limitation the protections provided in paragraph 32 of this Order.

NOTICE TO CREDITORS

7. **THIS COURT ORDERS** that:

- (a) the Receiver shall, by no later than five (5) Business Days following the issuance of this Order, post a copy of the Proof of Claim Document Package on its website, in English, at www.ey.com/ca/tungkee;

- (b) the Receiver shall, as soon as practicable following the issuance of this Order, send to each of the Known Creditors with a Claim greater than \$50 (for which the Receiver has an address) listed in the Respondents' books and records, a copy of the Proof of Claim Document Package;
- (c) the Receiver shall, as soon as practicable following the issuance of this Order, cause the Notice to Creditors, in English, to be published in the *Toronto Star* twice, for one (1) Business Day, with the second publication the week consecutive to the first, and on <https://www.yorkregion.com/ontario-communities/markham/> twice, for (1) Business Day, with the second publication the week consecutive to the first; and
- (d) the Receiver shall, as soon as reasonably possible following receipt of a request therefor, deliver a copy of the Proof of Claim Document Package to any Person claiming to be a Creditor and requesting such material.

CLAIMS BAR DATE

8. **THIS COURT ORDERS** that all Persons wishing to assert a Claim shall file a completed Proof of Claim including all relevant supporting evidence and other documentation in respect of such Claim with the Receiver on or before the Claims Bar Date.

9. **THIS COURT ORDERS** that any Creditor that does not file a Proof of Claim as provided for herein such that such Proof of Claim is received by the Receiver on or before the Claims Bar Date: (a) shall be, and is hereby forever barred from making or enforcing such Claim against the Respondents; (b) shall not be entitled to participate in any distribution to Creditors in this receivership proceeding or in any other insolvency proceeding in respect of the Respondents;

and (c) shall not be entitled to any further notice of, and shall not be entitled to otherwise participate as a Creditor in these proceedings.

PROOFS OF CLAIM

10. **THIS COURT ORDERS** that each Creditor shall file a separate Proof of Claim against each of the Respondents against which it asserts a Claim and that each Creditor shall include any and all Claims it asserts against a Respondent in a single Proof of Claim.

11. **THIS COURT ORDERS** that, where a Creditor has taken an assignment or transfer of a Claim after the Filing Date, that Creditor shall file a separate Proof of Claim for each assigned or transferred Claim.

12. **THIS COURT ORDERS** that where a Claim against the Respondents is based on the Respondents' guarantee of the repayment of a debt of any other Person, the Proof of Claim in respect of such Claim shall clearly state that it is based on such a guarantee.

13. **THIS COURT ORDERS** that if any Claim arose in a currency other than Canadian dollars, then the Creditor making the Claim shall complete its Proof of Claim indicating the amount of the Claim in such currency, rather than in Canadian dollars or any other currency. The Receiver shall subsequently calculate the amount of such Claim in Canadian dollars, using the Bank of Canada closing rate on October 19, 2023 (1 USD = 1.3715 CAD).

REVIEW OF PROOFS OF CLAIM

14. **THIS COURT ORDERS** that the Receiver shall review all Proofs of Claim filed, and at any time:

- (a) may request additional information from a Creditor;

- (b) may request that the Creditor file a revised Proof of Claim;
- (c) may attempt to resolve and settle any issue arising in the Proof of Claim or in respect of a Claim;
- (d) may accept the amount and/or status of any Claim and notify the Creditor in writing; and,
- (e) may by notice in writing revise or disallow (in whole or in part) the amount and/or status of any Claim.

15. **THIS COURT ORDERS** that, following the Claims Bar Date, the Receiver shall deliver to the Respondents copies of all Proofs of Claim filed, and the Respondents shall have ten (10) Business Days within which to provide the Receiver with the basis of any challenge to any Proof of Claim filed.

16. **THIS COURT ORDERS** that where a Claim is revised or disallowed (in whole or in part, and whether as to amount and/or as to status), the Receiver shall deliver to the Creditor a Notice of Revision or Disallowance, attaching a form of Creditor Dispute Notice.

17. **THIS COURT ORDERS** that the Receiver is hereby authorized to use its reasonable discretion as to the adequacy of compliance with respect to the manner and timing in which forms delivered hereunder are completed and executed, and may, where it is satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Order as to completion and execution of such forms. Notwithstanding any other provision of this Order, any Claim filed with the Receiver after the Claims Bar Date may, in the reasonable discretion of the Receiver or subject to further Order of the Court, be deemed to have been filed

on or before the Claims Bar Date, and may be reviewed by the Receiver in accordance with the process set out in this Order.

DISPUTE NOTICE

18. **THIS COURT ORDERS** that a Creditor who intends to dispute a Notice of Revision or Disallowance shall file a Creditor Dispute Notice with the Receiver as soon as reasonably practicable, but in any event such that the Creditor Dispute Notice shall be received by the Receiver on or before 5:00 p.m. (prevailing Eastern Time) on the day that is fourteen (14) days after the Creditor is deemed to have received the Notice of Revision or Disallowance in accordance with paragraph 34 of this Order. The filing of a Creditor Dispute Notice with the Receiver within the fourteen (14) day period specified in this paragraph shall constitute an application to have the amount or status of such Claim determined as set out in paragraphs 22 to 26 hereof.

19. **THIS COURT ORDERS** that where a Creditor that receives a Notice of Revision or Disallowance fails to file a Creditor Dispute Notice with the Receiver within the time period provided for in paragraph 188 above, the amount and status of such Creditor's Claim shall be deemed to be as set out in the Notice of Revision or Disallowance and such amount and status, if any, shall constitute such Creditor's Proven Claim.

20. **THIS COURT ORDERS** that if a Respondent intends to dispute any Claim allowed by the Receiver, the Respondent shall file a Respondent Dispute Notice with the Receiver as soon as reasonably practicable, but in any event such that the Respondent Dispute Notice shall be received by the Receiver on or before 5:00 p.m. (prevailing Eastern Time) on the day that is fourteen (14) days after the Respondent receives a Notice of Allowance from the Receiver. The

filing of a Respondent Dispute Notice with the Receiver within the fourteen (14) day period specified in this paragraph shall constitute an application to have the amount or status of such Claim determined as set out in paragraphs 22 to 26 hereof.

21. **THIS COURT ORDERS** that where a Respondent receives a Notice of Allowance from the Receiver and fails to file a Respondent Dispute Notice with the Receiver within the time period provided for in paragraph 20 above, the amount and status of such Creditor's Claim as allowed by the Receiver, shall constitute such Creditor's Proven Claim.

RESOLUTION OF CLAIMS

22. **THIS COURT ORDERS** that, as soon as practicable after a Creditor Dispute Notice or a Respondent Dispute Notice is received by the Receiver in accordance with this Order, the Receiver, in consultation with the Creditor and the Respondents (as applicable), shall attempt to resolve and settle the amount and status of the Creditor's Claim.

23. **THIS COURT ORDERS** that, in the event that a dispute raised in a Creditor Dispute Notice or a Respondent Dispute Notice is not settled within a reasonable time period or in a manner satisfactory to the Receiver and the applicable Creditor and the Respondents (as applicable), the Receiver may, in its sole discretion: (a) refer the dispute to a Claims Officer for determination, or (b) on notice to the disputing Creditor and the Respondents, bring the dispute before the Court for determination with leave of the Court.

24. **THIS COURT ORDERS** that the Receiver is hereby authorized to bring a motion to Court seeking an order appointing a Claims Officer in respect of any or all disputed Claims.

25. **THIS COURT ORDERS** that subject to further order of the Court, the Claims Officer shall determine the status and/or amount of each Claim in respect of which a dispute has been referred to the Claims Officer and in doing so, the Claims Officer shall be empowered to determine the process by which evidence may be brought before him or her as well as any other procedural matters which may arise in respect of the determination of any disputed Claim.

26. **THIS COURT ORDERS** that the Creditor, the Respondents or the Receiver may appeal the Claims Officer's determination to this Court by serving upon each other, within ten (10) calendar days of notification of the Claims Officer's determination of such Creditor's Claim, a notice of motion returnable on a date to be fixed by this Court. If a notice of motion is not served within such period, then the Claims Officer's determination shall be deemed to be final and binding and shall be such Creditor's Proven Claim.

DETERMINATION OF PROVEN CLAIM

27. **THIS COURT ORDERS** that the amount and status of every Claim, including any Secured Claim, as finally determined in accordance with the procedures set forth in this Order, shall be final for all purposes, including for distributions made to Creditors of the Respondents, provided however, that no Claim may be allowed or may be established as a Proven Claim unless a Proof of Claim with respect to that Claim is filed in accordance with this Order.

28. **THIS COURT ORDERS** that a Claim shall not be a Proven Claim in whole or in part unless and until the Claim has been allowed or otherwise finally determined in whole or in part in accordance with the procedures set out in this Order or further Order of the Court.

NOTICE OF TRANSFEREES

29. **THIS COURT ORDERS** that the Receiver shall not be obligated to give notice to or to otherwise deal with a transferee or assignee of a Claim as the Creditor in respect thereof unless and until (a) actual written notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received by the Receiver, and (b) the Receiver shall have acknowledged in writing such transfer or assignment, and thereafter such transferee or assignee shall for the purposes hereof constitute the “Creditor” in respect of such Claim. Any such transferee or assignee of a Claim, and such Claim, shall be bound by any notices given or steps taken in respect of such Claim in accordance with this Order prior to the written acknowledgement by the Receiver of such transfer or assignment.

30. **THIS COURT ORDERS** that if the holder of a Claim has transferred or assigned the whole of such Claim to more than one Person or part of such Claim to another Person or Persons, such transfer or assignment shall not create a separate Claim or Claims and such Claim shall continue to constitute and be dealt with as a single Claim notwithstanding such transfer or assignment, and the Receiver shall in each such case not be bound to acknowledge or recognize any such transfer or assignment and shall be entitled to give notices to and to otherwise deal with such Claim only as a whole and then only to and with the Person last holding such Claim in whole as the Creditor in respect of such Claim. Provided that a transfer or assignment of the Claim has taken place in accordance with paragraph 29 of this Order and the Receiver has acknowledged in writing such transfer or assignment, the Person last holding such Claim in whole as the Creditor in respect of such Claim may by notice in writing to the Receiver direct that subsequent dealings in respect of such Claim, but only as a whole, shall be with a specified Person and, in such event, such Creditor, such transferee or assignee of the Claim and the whole

of such Claim shall be bound by any notices given or steps taken in respect of such Claim by or with respect to such Person in accordance with this Order.

31. **THIS COURT ORDERS** that the transferee or assignee of any Claim (a) shall take the Claim subject to the rights and obligations of the transferor/assignor of the Claim, and subject to the rights of the Respondents against any such transferor or assignor, including any rights of set-off which the Respondents had against such transferor or assignor, and (b) cannot use any transferred or assigned Claim to reduce any amount owing by the transferee or assignee to the Respondents, whether by way of set off, application, merger, consolidation or otherwise.

PROTECTIONS FOR RECEIVER

32. **THIS COURT ORDERS** that: (a) in carrying out the terms of this Order, the Receiver shall have all of the protections given to it by the *Bankruptcy & Insolvency Act*, the Appointment Order or as an officer of this Court, including the stay of proceedings and limitation of liability in its favour; (b) the Receiver shall incur no liability or obligation as a result of the carrying out of the provisions of this Order, except for claims based on gross negligence or wilful misconduct; (c) the Receiver shall be entitled to rely on the books and records of the Respondents and any information provided by the Respondents, all without independent investigation; and (d) the Receiver shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information, except for claims based on gross negligence or wilful misconduct.

DIRECTIONS

33. **THIS COURT ORDERS** that the Receiver may, at any time, and with such notice as this Court may require, seek directions from the Court with respect to this Order and the claims process set out herein, including the forms attached as Schedules hereto.

SERVICE AND NOTICE

34. **THIS COURT ORDERS** that the Receiver is at liberty to deliver the Proof of Claim Document Package, and any letters, notices or other documents to Creditors or other interested Persons, by forwarding true copies thereof by prepaid registered mail, courier, personal delivery or electronic or digital transmission to such Persons at the address as last shown on the records of the Respondents and that any such service or notice by courier, personal delivery or electronic or digital transmission shall be deemed to be received on the next Business Day following the date of forwarding thereof, or if sent by prepaid registered mail, on the third Business Day after mailing.

35. **THIS COURT ORDERS** that any notice or other communication (including, without limitation, filing of Proofs of Claim) to be given under this Order by a Creditor to the Receiver shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if given by prepaid registered mail, courier, personal delivery or electronic or digital transmission addressed to:

Ernst & Young Inc.
Court-appointed Receiver of Tung Kee Investment Canada Ltd., et. al.
Ernst & Young Tower
100 Adelaide Street West, P.O. Box 1
Toronto, Ontario
Canada M5H 0B3
Attention: Rob Ferguson

Telephone: 1-833-453-2978 / 1-416-943-8055
E-mail: tungkee@ca.ey.com

MISCELLANEOUS

36. **THIS COURT ORDERS** that notwithstanding any other provision of this Order, the solicitation of Proofs of Claim, and the filing by a Person of any Proof of Claim, shall not, for that reason only, grant any Person any standing in this receivership proceeding or in any other insolvency proceeding in respect of the Respondents.

37. **THIS COURT ORDERS AND REQUESTS** the aid and recognition of any court of any judicial, regulatory or administrative body in any province or territory of Canada and of any other nation or state, to act in aid of and to be complementary to this Court 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 the Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its respective agents in carrying out the terms of this Order.

38. **THIS COURT ORDERS** that the Receiver's Interim Statement of Receipts and Disbursements for the period from October 19, 2023 to May 24, 2024, as set out in Appendix "A" to the Supplementary Third Report, be and is hereby accepted and approved.

SCHEDULE “A”

NOTICE TO CREDITORS

Court File No. CV-23-00703161-00CL

**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

B E T W E E N:

ROMSPEN INVESTMENT CORPORATION

Applicant

- and -

**TUNG KEE INVESTMENT CANADA LTD. and TUNG KEE INVESTMENT LIMITED
PARTNERSHIP**

Respondents

**NOTICE OF CLAIMS PROCESS AND CLAIMS BAR DATE FOR THE
RESPONDENTS**

NOTICE IS HEREBY GIVEN that, pursuant to an Order of the Court dated June 4, 2024 (the “**Claims Process Order**”), a claims process has been commenced for the purpose of identifying and determining claims against the Respondents. Capitalized terms in this Notice that are not defined herein have the meaning ascribed to them in the Claims Process Order (a copy of which is available on the Receiver’s website at www.ey.com/ca/tungkee).

PLEASE TAKE NOTICE that the claims process applies to Claims, as described in the Claims Process Order. Any Person who has not received a Proof of Claim Document Package and who believes that he or she has a Claim against the Respondents must contact the Receiver in order to obtain a Proof of Claim form or visit the Receiver’s Website.

THE CLAIMS BAR DATE is 5:00 p.m. (Toronto Time) on July 22, 2024. This bar date applies to all Claims. Proofs of Claim must be completed and filed with the Receiver using the procedures required in the Claims Process Order so that they are received by the Receiver on or before the Claims Bar Date.

HOLDERS OF CLAIMS WHO DO NOT FILE A PROOF OF CLAIM BY THE CLAIMS BAR DATE SHALL BE FOREVER EXTINGUISHED AND BARRED FROM ASSERTING THEIR CLAIMS AGAINST THE RESPONDENTS.

CREDITORS REQUIRING INFORMATION or claims documentation may contact the Receiver. The Receiver's contact details for additional information relating to the Appointment Order or the Claims Process is:

Ernst & Young Inc.
Court-appointed Receiver of Tung Kee Investment Canada Ltd., et. al.
Ernst & Young Tower
100 Adelaide Street West, P.O. Box 1
Toronto, Ontario M5H 0B3
Attention: Rob Ferguson

Hotline: 1-833-453-2978 / 1-416-943-8055

Email: tungkee@ca.ey.com

Website: <http://www.ey.com/ca/tungkee>

SCHEDULE “B”

INSTRUCTION LETTER

Court File No. CV-23-00703161-00CL

**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**

B E T W E E N:

ROMSPEN INVESTMENT CORPORATION

Applicant

- and -

**TUNG KEE INVESTMENT CANADA LTD. and TUNG KEE INVESTMENT LIMITED
PARTNERSHIP**

Respondents

INSTRUCTION LETTER

CLAIMS PROCESS

By Order of the Ontario Superior Court of Justice (Commercial List) dated June 4, 2024 (“**Claims Process Order**”), Ernst & Young Inc., in its capacity as Court-appointed Receiver of the Respondents (in such capacity, the “**Receiver**”), has been authorized to conduct a claims process (the “**Claims Process**”). A copy of the Claims Process Order and other public information concerning these proceedings can be obtained from the Receiver's website at: <https://www.ey.com/ca/tungkee>

This letter provides general instructions for completing a Proof of Claim form. Defined terms not defined within this instruction letter shall have the meaning ascribed thereto in the Claims Process Order.

The Claims Process is intended to identify and determine the quantum of Claims of Creditors against the Respondents.

Please review the Claims Process Order for the full terms of the Claims Process.

All notices and inquiries with respect to the Claims Process should be directed to the Receiver by prepaid registered mail, courier, personal delivery, or email at the address below:

Ernst & Young Inc.
Court-appointed Receiver of Tung Kee Investment Canada Ltd., et. al.
Ernst & Young Tower
100 Adelaide Street West, P.O. Box 1
Toronto, Ontario M5H 0B3
Attention: Rob Ferguson

Hotline: 1-833-453-2978 / 1-416-943-8055
Email: tungkee@ca.ey.com
Website: <http://www.ey.com/ca/tungkee>

FOR CREDITORS SUBMITTING A PROOF OF CLAIM

If you believe that you have a Claim as a Creditor of any of the Respondents, you must complete and file a Proof of Claim form with the Receiver.

All Proofs of Claim must be received by the Receiver before 5:00 p.m. (Toronto Time) on July 22, 2024 (the “**Claims Bar Date**”), subject to the provisions of the Claims Process Order.

All Claims denominated in a foreign currency shall be filed in such currency and will be converted to Canadian Dollars at the rate as set out in the Claims Process Order.

ADDITIONAL FORMS

Additional Proof of Claim forms can be obtained from the Receiver's website at <http://www.ey.com/ca/tungkee> or by contacting the Receiver.

DATED this 4th day of June, 2024.

SCHEDULE “C”

PROOF OF CLAIM

Court File No. CV-23-00703161-00CL

**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**

B E T W E E N:

ROMSPEN INVESTMENT CORPORATION

Applicant

- and -

**TUNG KEE INVESTMENT CANADA LTD. and TUNG KEE INVESTMENT LIMITED
PARTNERSHIP**

Respondents

PROOF OF CLAIM

1. PARTICULARS OF CREDITOR

Full Legal Name of Creditor:	
Full Mailing Address of Creditor:	
Telephone Number of Creditor:	
E-mail Address of Creditor:	
Attention (Contact Person of Creditor):	

2. PARTICULARS OF ORIGINAL CREDITOR FROM WHOM YOU ACQUIRED THE CLAIM, IF APPLICABLE:

(b) Have you acquired this Claim by assignment? Yes ☐ No ☐
(if yes, attach documents evidencing assignment)

a. Full Legal Name of original creditor(s):

3. PROOF OF CLAIM

THE UNDERSIGNED CERTIFIES AS FOLLOWS:

That I am a Creditor [or hold the position of _____ with the Creditor] and have knowledge of all the circumstances connected with the Claim described herein;

That I have knowledge of all the circumstances connected with the Claim described and set out below;

_____ [Insert Respondent Name(s)] was and is still indebted to the Creditor as follows:

When completing the Proof of Claim, please ensure to include the exact legal name of the Respondent that you are asserting a Claim against (i.e. Tung Kee Investment Canada Ltd. or Tung Kee Investment Limited Partnership). Any Claims denominated in a foreign currency shall be filed in such currency and will be converted to Canadian Dollars at the rate as set out in the Claims Process Order.

Respondent¹ <i>(Tung Kee Investment Canada Ltd., Tung Kee Investment Limited Partnership)</i>	Amount of Claim <i>(include the foreign currency if not Canadian dollars)</i>
	\$

¹ Please include the full legal name of the Respondent that you are asserting a Claim against. If you are asserting Claims against multiple Respondents, you must complete a separate Proof of Claim in respect of each Respondent.

4. NATURE OF CLAIM

(CHECK AND COMPLETE APPROPRIATE CATEGORY)

- ☐ Total Unsecured Claim of \$ _____
- ☐ Total Secured Claim of \$ _____

In respect of this debt, I hold security over the assets of _____ [Insert Respondent Name] valued at \$ _____ [List the value of security], the particulars of which security and value are attached to this Proof of Claim form².

(If the Claim is secured, provide full particulars of the security, including the date on which the security was given, the value for which you ascribe to the assets charged by your security, the basis for such valuation and attach a copy of the security documents evidencing the security.)

5. PARTICULARS OF CLAIM:

The particulars of the undersigned's total Claims are attached.

(Provide full particulars of the Claim(s) and supporting documentation, including the legal name of the Respondent(s) you are asserting a Claim against, the amount, description of transaction(s) or agreement(s) giving rise to the Claim(s), name of any guarantor(s) which has guaranteed the Claim(s), and amount of Claim(s) allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed.)

² If you hold security over more than one Respondent, please attach particulars to this Proof of Claim form that clearly describe the Respondent that you hold security from and the amount of such security.

6. FILING OF CLAIM

This Proof of Claim must be returned to and received by the Receiver by 5:00 p.m. (Toronto Time) on the Claims Bar Date (July 22, 2024).

In each case, completed forms must be delivered by prepaid registered mail, courier, personal delivery, or email to the Receiver at the following address:

Ernst & Young Inc.
 Court-appointed Receiver of Tung Kee Investment Canada Ltd., et. al.
 Ernst & Young Tower
 100 Adelaide Street West, P.O. Box 1
 Toronto, Ontario M5H 0B3
 Attention: Rob Ferguson

Hotline: 1-833-453-2978 / 1-416-943-8055

Email: tungkee@ca.ey.com

Dated at _____ (location) this _____ day of _____, 2024.

 Witness Name:

Name of Creditor: _____

Signature of Creditor:

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

Name: _____

Title: _____

SCHEDULE “D”

NOTICE OF REVISION OR DISALLOWANCE

Court File No. CV-23-00703161-00CL

**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**

B E T W E E N:

ROMSPEN INVESTMENT CORPORATION

Applicant

- and -

**TUNG KEE INVESTMENT CANADA LTD. and TUNG KEE INVESTMENT LIMITED
PARTNERSHIP**

Respondents

NOTICE OF REVISION OR DISALLOWANCE

TO:

This Notice of Revision or Disallowance is issued pursuant to the Claims Process Order. The Receiver hereby gives you notice that it has reviewed your Proof of Claim(s) dated _____, 2024, and has revised or disallowed your Claim(s) for the following reasons:

Subject to further dispute by you in accordance with the provisions of the Claims Process Order, your Claim(s) will be allowed as follows:

Respondent	Amount of Claim per Proof of Claim	Disallowed Amount	Allowed as Revised

Terms not otherwise defined in this Notice have the meaning ascribed thereto in the Claims Process Order. The Claims Process Order can be accessed on the Receiver's website at <http://www.ey.com/ca/tungkee>.

If you intend to dispute this Notice of Revision or Disallowance, you must notify the Receiver of such intent by delivery to the Receiver of a Creditor Dispute Notice in accordance with the Claims Process Order, such that it is received by the Receiver by 5:00 p.m. no later than fourteen (14) calendar days after you receive such Notice of Revision or Disallowance, at the following address by prepaid registered mail, courier, personal delivery, or email:

Ernst & Young Inc.
 Court-appointed Receiver of Tung Kee Investment Canada Ltd., et. al.
 Ernst & Young Tower
 100 Adelaide Street West, P.O. Box 1
 Toronto, Ontario M5H 0B3
 Attention: Rob Ferguson

Hotline: 1-833-453-2978 / 1-416-943-8055
 Email: tungkee@ca.ey.com

If you do not deliver a Creditor Dispute Notice in accordance with the Claims Process Order, the value of your Claim(s) shall be deemed to be as set out in this Notice of Revision or Disallowance.

DATED at _____ this _____ day of _____, 20____.

SCHEDULE “E”

CREDITOR DISPUTE NOTICE

Court File No. CV-23-00703161-00CL

**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

B E T W E E N:

ROMSPEN INVESTMENT CORPORATION

Applicant

- and -

**TUNG KEE INVESTMENT CANADA LTD. and TUNG KEE INVESTMENT LIMITED
PARTNERSHIP**

Respondents

CREDITOR DISPUTE NOTICE

1. PARTICULARS OF CREDITOR

Full Legal Name of Creditor:	
Full Mailing Address of Creditor:	
Telephone Number of Creditor:	
E-mail Address of Creditor:	
Attention (Contact Person):	

2. PARTICULARS OF ORIGINAL CREDITOR FROM WHOM YOU ACQUIRED THE CLAIM, IF APPLICABLE:

- (c) Have you acquired this Claim by assignment? Yes ☐ No ☐
(if yes, attach documents evidencing assignment)

Full Legal Name of original creditor(s): _____

3. DISPUTE OF REVISION OR DISALLOWANCE OF CLAIM:

(Any Claims denominated in a foreign currency shall be filed in such currency and will be converted to Canadian dollars at the rate as set out in the Claims Process Order.)

We hereby disagree with the value of our Claim(s) as set out in the Notice of Revision or Disallowance dated _____, as set out below:

Respondent¹	Claim as Allowed or Revised per Notice of Revision or Disallowance	Claim amount per Creditor
	\$	\$
	\$	\$
	\$	\$
	\$	\$

(Insert particulars of your Claim(s) per Notice of Revision or Disallowance, and the value of your Claim(s) as asserted by you.)

¹ Please include the full legal name of the Respondent that you are asserting a Claim against.

4. REASONS FOR DISPUTE:

Provide full particulars of the Claim(s) and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Claim(s), name of any guarantor(s) which has guaranteed the Claim(s), and amount of Claim(s) allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed. The particulars provided must support the value of the Claim(s), as stated by you in item 3 above.

If you intend to dispute the Notice of Revision or Disallowance, you must notify the Receiver of such intent by delivery to the Receiver of a Creditor Dispute Notice in accordance with the Claims Process Order such that it is received by the Receiver by 5:00 p.m. no later than fourteen (14) calendar days after you receive such Notice of Revision or Disallowance at the following address by prepaid registered mail, courier, personal delivery, or email:

Ernst & Young Inc.
 Court-appointed Receiver of Tung Kee Investment Canada Ltd., et. al.
 Ernst & Young Tower
 100 Adelaide Street West, P.O. Box 1
 Toronto, Ontario M5H 0B3
 Attention: Rob Ferguson

Hotline: 1-833-453-2978 / 1-416-943-8055
 Email: tungkee@ca.ey.com

SCHEDULE “F”

RESPONDENT DISPUTE NOTICE

Court File No. CV-23-00703161-00CL

**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

B E T W E E N:

ROMSPEN INVESTMENT CORPORATION

Applicant

- and -

**TUNG KEE INVESTMENT CANADA LTD. and TUNG KEE INVESTMENT LIMITED
PARTNERSHIP**

Respondents

RESPONDENT DISPUTE NOTICE

1. PARTICULARS OF RESPONDENT

Full Legal Name of Respondent :	
Full Mailing Address of Respondent:	
Telephone Number of Respondent:	
E-mail Address of Respondent:	
Attention (Contact Person):	

2. DISPUTE OF ALLOWED CLAIM:

(Any Claims denominated in a foreign currency shall be filed in such currency and will be converted to Canadian dollars at the rate as set out in the Claims Process Order.)

We hereby disagree with the Receiver's allowance of Claim(s) as set out below:

Creditor¹	Claim as Allowed by Receiver	Claim amount per Respondent
	\$	\$
	\$	\$
	\$	\$
	\$	\$

3. REASONS FOR DISPUTE:

Provide full particulars of the opposition to the Claim(s) with supporting documentation.

¹ Please include the full legal name of the Creditor whose Claim you are disputing.

If you intend to dispute a Notice of Allowance, you must notify the Receiver of such intent by delivery to the Receiver of a Respondent Dispute Notice in accordance with the Claims Process Order such that it is received by the Receiver by 5:00 p.m. no later than fourteen (14) calendar days after you receive such Notice of Allowance at the following address by prepaid registered mail, courier, personal delivery, or email:

Ernst & Young Inc.
Court-appointed Receiver of Tung Kee Investment Canada Ltd., et. al.
Ernst & Young Tower
100 Adelaide Street West, P.O. Box 1
Toronto, Ontario M5H 0B3
Attention: Rob Ferguson

Hotline: 1-833-453-2978 / 1-416-943-8055
Email: tungkee@ca.ey.com

ROMSPEN INVESTMENT CORPORATION
Applicant

and

TUNG KEE INVESTMENT CANADA LTD. et al.
Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

CLAIMS PROCESS ORDER

BLANEY McMURTRY LLP

Barristers & Solicitors
2 Queen Street East, Suite 1500
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egolden@blaney.com

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ckopach@blaney.com

Lawyers for the Court-appointed Receiver,
Ernst & Young Inc.