

AUTHORIZATION

TO: TGP CANADA MANAGEMENT INC. (“TGP”)

AND TO: GOWLING WLG (CANADA) LLP (“Gowling”)

RE: Authorization to Act as Agent and Direction of Proceeds

I, _____, of _____, am an investor in a land banking and real estate investment group pursuant to a certain “Sales & Purchase Agreement” (the “**Investment Agreement**”). I hereby authorize as follows:

hereby give my full and irrevocable authorization to TGP Canada Management Inc. to act on my behalf and represent me in the court hearing scheduled for December 5th, 2024, or any other court or hearing date that may arise in connection with these court proceedings. TGP Canada Management Inc. is further authorized to manage and direct any proceeds from sales receivables on my behalf and to ensure that these funds are deposited into the Trust account of its chosen legal counsel, to be held and utilized in my best interest.

1. **Appointment of TGP as Agent.** I hereby appoint and authorize TGP to act as my agent in all matters related to:
 - a. the Investment Agreement;
 - b. the proceedings in the Superior Court of Justice of Ontario, *Trans Global Partners Limited et al v First Global Financial Corp et al*, Court File No. CV-24-00087580-0000 (the “**Proceedings**”); and
 - c. the following properties, to the extent I hold a beneficial interest (collectively and as applicable, the “**Properties**”):
 - i. 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";
 - ii. 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; and
 - iii. 5980 Colonel Talbot Road, London, Ontario, N6P 1J1, legal description PART LOT 58 & 59 ETR DESIGNATED PART 1, 33R9477; SUBJECT TO 871357 LONDON/WESTMINSTER.
2. **Powers and Authority of TGP.** As my Agent, TGP is authorized and entitled, but not obligated, to take any steps it determines are appropriate in connection with the Investment Agreement, Proceedings and Properties, including but not limited to:

- a. taking positions on my behalf and asserting my interests and legal rights in connection with the Investment Agreement, the Proceedings or the Properties, including responding to or commencing any other legal proceedings in connection with my interest in the Properties;
- b. facilitating the sale and disposition of the Properties, including by executing on my behalf ordinary resolutions, powers of attorney, or any other documents, or taking any other actions, that may be required to complete the sale or transfer of the Properties or my beneficial ownership interest to the Properties;
- c. directing the proceeds from the sale of the Properties to be paid into the trust account of Gowling, subject to my further instruction or pending a further order of a court of competent jurisdiction;
- d. settling or compromising any indebtedness or claims in connection with the Properties; and
- e. managing for my benefit as an investor the distribution of proceeds arising from the sale of the Properties.

3. **Acknowledgment Regarding Legal Representation.** I acknowledge and confirm that:

- a. TGP has retained Gowling to act as its legal counsel in the Proceedings;
- b. Gowling is not my lawyer, does not directly represent me in a solicitor-client relationship, and this authorization does not give rise to a retainer or engagement for legal services, or any obligations or duties to me, including a duty of care, duty of loyalty or confidentiality obligations;
- c. I am not entitled to rely on any statements made by Gowling as legal advice; and
- d. I remain solely responsible for obtaining independent legal advice to protect my interests as I deem necessary.

4. **Limitation of Liability.** TGP shall not be liable to me for any losses, damages, costs, expenses, or liabilities of any nature whatsoever, whether direct, indirect, incidental, consequential, special, punitive, or otherwise, arising out of or in connection with TGP's actions or omissions while acting within the scope of authority granted under this authorization, except for such losses and damages stemming from gross negligence or willful misconduct.

5. **Governing Law:** This authorization shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. I acknowledge that any disputes, claims, or legal proceedings arising out of or relating to this authorization shall be brought exclusively before the Ontario Superior Court of Justice, in Toronto, Ontario. I attorn to the exclusive jurisdiction of such court and waive any objections to its jurisdiction or venue on the basis of inconvenience or otherwise.

This authorization is effective immediately and shall remain in effect until the conclusion of the Proceedings or until revoked by me in writing.

PER: _____

NAME: _____

UNIT NUMBER: _____

PROJECT NAME: _____

DATE: _____