

Court File No. CV-22-00677227-00CL

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

B E T W E E N:

**PRUDENT EXCELLENCE MORTGAGE INVESTMENT
CORPORATION**

Applicant

- and -

TRIUMPH DEVELOPMENT HK BRADFORD TWIN REGENCY INC.

Respondent

APPLICATION UNDER SUBSECTION 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

APPLICATION RECORD

February 22, 2022

CHAITONS LLP
5000 Yonge Street, 10th Floor
Toronto, Ontario M2N 7E9

Maya Poliak (LSO #54100A)
Tel: (416) 218-1161
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Lawyers for the Applicant

TO: SERVICE LIST

SERVICE LIST

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<p>ISABELLA DAN PROFESSIONAL CORPORATION 7100 Woodbine Avenue, Suite 102 Markham, ON L3R 5J2</p> <p>Isabella Dan Tel: (905) 604-4841 E-mail: isabelladanlaw@gmail.com</p> <p>Lawyers for Xiaofeng Fu and Meng Sun</p>	<p>DEPARTMENT OF JUSTICE Ontario Regional Office 120 Adelaide Street West, Suite 400 Toronto, ON M5H 1T1</p> <p>Diane Winters Tel: (416) 952-8563 E-mail: Diane.Winters@justice.gc.ca</p> <p>Lawyers for Canada Revenue Agency</p>

**HER MAJESTY THE QUEEN IN RIGHT
OF THE PROVINCE OF ONTARIO AS
REPRESENTED BY THE MINISTER OF
FINANCE**

Insolvency Unit
33 King Street West
Oshawa, ON L1H 8H5

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(COMMERCIAL LIST)**

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INDEX

TAB	DOCUMENT
1.	Notice of Application issued February 22, 2022
2.	Affidavit of Fujia (Frank) Wang sworn February 22, 2022
A	Corporate Profile Report of Triumph Development
B	Parcel Register for 2362 Line 8, Bradford West Gwillimbury
C	Transfer dated June 19, 2017
D	Charge/Mortgage dated June 19, 2017
E	Agreement to Amend Charge dated June 20, 2019
F	Loan Agreement dated February 26, 2021

G	Charge/Mortgage dated March 5, 2021
H	Construction Lien dated April 6, 2021 in the amount of \$1,870,538.95
I	Construction Lien dated April 6, 2021 in the amount of \$1,404,036.78
J	Construction Lien dated April 30, 2021 in the amount of \$16,385.15
K	Statements of Claim in actions CV-21-00000701-0000, CV-21-00000698-0000 and CV-21-00000767-0000
L	Statements of Defences of Prudent in actions CV-21-00000701-0000, CV-21-00000698-0000 and CV-21-00000767-0000
M	Statement of Defence of Triumph in CV-21-00000698-0000, CV-21-00000701-0000
N	Corporate Profile Reports for 10853828 and Delbrook
O	Letter from XS Law dated October 25, 2021
P	BIA Notice dated November 4, 2021
Q	Notice of Sale dated November 4, 2021
R	Third Charge dated July 12, 2021
S	Notice of Sale dated February 3, 2022
T	Parcel Register for 2 Sunrise Trail
U	Application for Restrictions Base on Court Order dated December 23, 2021
V	Corporate Profile Report for Wiseway
W	Consent to Appointment as Receiver
3.	Draft Order
4.	Blackline to Draft Order

TAB 1



Court File No.

Electronically issued : 22-Feb-2022
Délivré par voie électronique
Toronto

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

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NOTICE OF APPLICATION

TO THE RESPONDENT

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

- In person
- By telephone conference
- By video conference

at the following location

Meeting ID: 846 4312 3880

Passcode: 751331

<https://us02web.zoom.us/j/84643123880?pwd=bG5sSW91aFR3Vm5DekVNdDdIRy9JUT09>

on Tuesday, March 1, 2022, at 11:30 a.m.

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 February 22, 2022 Issued by Local Registrar

Address of court office: Superior Court of Justice
330 University Avenue, 9th Floor
Toronto, Ontario M5G 1R8

TO: Triumph Development HK Bradford Twin Regency Inc.
A10-3000 Highway 7
Markham, Ontario L3R 4X9

APPLICATION

1. The Applicant, Prudent Excellence Mortgage Investment Corporation (“**Prudent**”), makes application for:
 - (a) an order validating service of this Notice of Application and the Application Record in the manner effected, abridging the time for service thereof, and dispensing with service thereof on any party other than the parties served;
 - (b) an order appointing BDO Canada Limited (“**BDO**”) as receiver (“**Receiver**”) of real property municipally known as 2362 Line 8, Bradford West Gwillimbury, Ontario (the “**Property**”) owned by Triumph Development HK Bradford Twin Regency Inc. (the “**Debtor**” or “**Triumph**”) pursuant to Section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “**BIA**”), and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 (the “**CJA**”); and
 - (c) such further and other relief as this Honourable Court may deem just.
2. The grounds for the application are:

The Parties

- (a) The Debtor is the owner of the Property. The Debtor intends to construct a six storey residential condominium building on the Property (the “**Project**”).
- (b) Prudent is mortgage investment corporation that carries on business in Ontario and British Columbia providing real estate financing.

Loan to the Debtor

- (c) Pursuant to a mortgage loan agreement dated February 26, 2021 (the “**Loan Agreement**”), Prudent agreed to provide to the Debtor a loan in the maximum principal amount of \$800,000 (the “**Loan**”).
- (d) Under the Loan Agreement, Prudent has the option to immediately declare all amounts to be immediately due and payable if the Debtor further encumbers the Property without its prior written consent.
- (e) As security for the indebtedness, liabilities and obligations owed by the Debtor to Prudent, Triumph has granted in favour of Prudent, *inter alia*, a charge/mortgage on the Property in the principal amount of \$800,000 (the “**Prudent Charge**”).
- (f) Under the Prudent Charge, Prudent has the ability to declare all amounts to be due and payable:
 - (i) if the Debtor further encumbers the Property without the prior written consent of Prudent;
 - (ii) if the Debtor fails to discharge or release construction liens registered against the Property within 30 days of registration; and
 - (iii) if there is litigation that in Prudent’s opinion has a material adverse effect on the financial condition of the Debtor.
- (g) Pursuant to the terms of the Prudent Charge, Prudent is entitled to appoint a receiver upon amounts owing to Prudent becoming due and payable.

Other Charges Against the Property

- (h) The Property is subject to a prior vendor-take-back mortgage in favour of Leni Vander Kooij and Peter Vander Kooij (collectively, “**Vander Kooij**”) (the “**VTB Charge**”). The principal amount of the VTB Charge is \$2.0 million.
- (i) In November 2021, Prudent discovered that, contrary to the provisions of the Loan Agreement, the Debtor granted a third charge/mortgage in the principal amount of \$10.0 million in favour of Xiaofeng Fu and Meng Sun.

Construction Liens

- (j) On April 6, 2021, Delbrook Triumphant Builders Inc. (“**Delbrook**”) and 10853828 Canada Inc. (“**10853828**”) each registered a construction lien against the Property. The total amount of the two liens is approximately \$3.274 million.
- (k) Delbrook and 10853828 are owned by former directors of the Debtor.
- (l) Triumph alleges that neither Delbrook nor 10853828 supplied services or materials to the Debtor that enhanced the Property.

Demand

- (m) As a result of the registration of the construction liens and Triumph’s failure to discharge them, on October 25, 2021, Prudent declared that the Loan was in default and demanded payment from the Debtor.
- (n) On November 4, 2021, Prudent issued to Triumph a notice of sale under the Prudent Charge in the amount of \$622,135, and a notice of intention to enforce its security under the *BIA*.

- (o) The Debtor has not paid, or made arrangements with Prudent to repay, the Loan.

Vander Kooij Notice of Sale

- (p) On February 3, 2022, Vander Kooij issued a notice of sale under the VTB Charge in the amount of \$2,067,684.93. Payment in full is required by March 10, 2022.

Status of the Debtor and the Project

- (q) Since the Loan was made to the Debtor in March 2021, no further steps have been taken in connection with the Debtor's Site Plan Application for the Property and Project.
- (r) The Debtor's license to build and sell new homes in Ontario has expired.

Freeze Order Against Principals of the Debtor

- (s) Since September 10, 2021, the assets of the principals of the Debtor have been subject to a freeze order.

Just and Convenient to Appoint a Receiver

- (t) The Debtor owes in excess of \$620,000 to Prudent. The Debtor is in default under the Loan Agreement and the Prudent Charge.
- (u) Prudent has demanded payment of the Loan and has sent to the Debtor a *BLA* notice and a notice of sale. The time periods for payment under both have long expired.
- (v) Vander Kooij has also issued a notice of sale seeking payment of approximately \$2.067 million. Vander Kooij requires Triumph to pay this amount in full by March 10, 2022, otherwise Vander Kooij can take steps to sell the Property.

– 7 –

- (w) Construction Liens in excess of \$3.274 million have been registered against the Property for more than nine (9) months. Triumph has defended the construction liens registered by Delbrook and 10853828. The directing minds of Delbrook and 10853828 were previously directors of the Debtor, and the legitimacy of these construction liens is in question.
- (x) In these circumstances, it is in the best interests of Prudent and the Debtor's creditors generally that a Receiver be appointed to take control over and realize on the Property under Court supervision and for the benefit of all stakeholders.
- (y) BDO has agreed to accept the appointment as Receiver.

Statutory and Other Grounds

- (z) Section 243 of the *BIA*, and Section 101 of the *CJA*.
 - (aa) Rules 1.04(1), 1.05, 2.01, 2.03, 3.02, and 38 of the *Rules of Civil Procedure*.
 - (bb) Such further and other grounds as counsel may advise and this Honourable Court permits.
3. The following documentary evidence will be used at the hearing of the application:
- (a) the affidavit of Fujia (Frank) Wang sworn February 22, 2022 and the exhibits thereto; and
 - (b) such further and other evidence as the lawyers may advise and this Honourable Court may permit.

– 8 –

February 22, 2022

CHAITONS LLP
5000 Yonge Street, 10th Floor
Toronto, Ontario M2N 7E9

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Tel: (416) 218-1161
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Lawyers for the Applicant

PRUDENT EXCELLENCE MORTGAGE INVESTMENT
CORPORATION

-and-

TRIUMPH DEVELOPMENT HK BRADFORD TWIN REGENCY
INC.

Applicant

Respondent

Court File No.

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

**PROCEEDING COMMENCED AT
TORONTO**

NOTICE OF APPLICATION

CHAITONS LLP

5000 Yonge Street, 10th Floor
Toronto, Ontario M2N 7E9

Maya Poliak (LSO #54100A)

Tel: (416) 218-1161

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Lawyers for the Applicant

TAB 2

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

B E T W E E N:

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AFFIDAVIT OF FUJIA (FRANK) WANG
(sworn February 22, 2022)

I, Fujia (Frank) Wang, of the Town of Newmarket, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am President and a director of the Applicant, Prudent Excellence Mortgage Investment Corporation (“**Prudent**”). The facts in this affidavit are based on my personal knowledge or determined from the face of the documents attached as exhibits and from information and advice provided to me by others. When matters in this affidavit are based upon information and advice from others, I have identified the source of the information and believe it to be true.

2. This affidavit is sworn in support of the application by Prudent for the appointment of BDO Canada Limited (“**BDO**”) as receiver (“**Receiver**”) of the Property (as defined below) owned by Triumph Development HK Bradford Twin Regency Inc. (the “**Debtor**” or “**Triumph**”).

THE PARTIES

3. Prudent is a privately held mortgage investment corporation governed by the *Business Corporations Act* (Ontario). Prudent carries on business in Ontario and British Columbia providing real estate financing.

4. The Debtor is a corporation governed by the *Canada Business Corporations Act* and has its registered office located in Markham, Ontario. The Debtor was incorporated on June 8, 2017. Attached hereto and marked as **Exhibit “A”** is a copy of the Corporate Profile for the Debtor.

5. Lu (Wilson) Shen is the President of the Debtor and is the individual I primarily dealt with as the Debtor’s representative in connection with the Loan (as defined below) and the Property. I do not believe Mr. Shen is a permanent resident of Canada.

6. I also dealt with Yuerong Wang, who is Mr. Shen’s wife. I understand she is a permanent resident or citizen of Canada. Mr. Shen and Ms. Wang informed Prudent that their home address was 2 Sunrise Ridge Trail, Stouffville, Ontario (“**2 Sunrise Ridge Trail**”), which is owned by Ms. Wang. Based on documents filed with Corporations Canada, Ms. Wang was a director of the Debtor from its incorporation to March 29, 2021.

7. Prior to Prudent making the Loan to the Debtor in March 2021, I was a consultant to Mr. Shen, Ms. Wang, and the Debtor in 2019 concerning the development of the Property.

THE PROPERTY

8. The Debtor is the registered owner of vacant land municipally known as 2362 Line 8, Bradford West Gwillimbury, Ontario (the “**Property**”). A copy of the parcel register for the Property is attached hereto and marked as **Exhibit “B”**

9. Shortly after it was incorporated, the Debtor acquired the Property on June 19, 2017 from Leni Vander Kooij and Peter Vander Kooij (collectively, “**Vander Kooij**”). A copy of the Transfer registered on title to the Property on June 19, 2017 as instrument number SC1421255 (the “**Transfer**”) is attached hereto and marked as **Exhibit “C”**.

10. Based on my discussions with Mr. Shen and Ms. Wang, I understand that the Debtor proposed to construct a six storey residential condominium building on the Property with 239 condominium units, retail on the ground floor, and underground parking, subject to further design and approval (the “**Project**”).

VTB CHARGE

11. As set out in the Transfer, the Debtor acquired the Property for \$4.3 million, which was satisfied by payment of \$1.505 million in cash and obtaining a vendor-take-back mortgage from Vander Kooij in the amount of \$2.795 million. A copy of the Charge/Mortgage registered against the Property on June 19, 2017 as instrument number SC1421256 in the principal amount of \$2.795 million (the “**VTB Charge**”) is attached hereto and marked as **Exhibit “D”**.

12. Pursuant to an Agreement to Amend Charge registered on title to the Property on June 20, 2019 as instrument number SC1602179 (the “**Vander Kooij Notice**”), the principal amount of the VTB Charge was reduced from \$2.795 million to \$2.0 million. A copy of the Vander Kooij Notice is attached hereto and marked as **Exhibit “E”**.

PRUDENT LOAN AND SECURITY

13. Pursuant to a mortgage loan agreement dated February 26, 2021 (the “**Loan Agreement**”), Prudent agreed to provide to the Debtor a loan in the maximum principal amount of \$800,000 (the “**Loan**”). A copy of the Loan Agreement is attached hereto and marked as **Exhibit “F”**.

14. The purpose of the Loan was to provide the Debtor with financing for marketing expenses for the Project. The term of the Loan was for twelve (12) months. It was the Debtor’s intention that the Loan would be repaid from funds raised from the Debtor’s investors. Mr. Shen and Ms. Wang have guaranteed the Loan.

15. The Loan was to be advanced in two draws. The first draw of the Loan would be for \$600,000, which would be advanced by Prudent to the Debtor on closing. A second draw of up to \$200,000 would be advanced upon the Debtor receiving positive feedback, satisfactory to Prudent, from the Town of Bradford West Gwillimbury (the “**Town**”) and from York Region in response to the Debtor’s second submission of a Site Plan Application for the Property and the Project.

16. Pursuant to Schedule “A” of the Loan Agreement, if the Debtor further encumbered the Property, Prudent had the option to immediately declare all unpaid principal and interest and accrued interest and cost and expenses owing to Prudent to be immediately due and payable.

17. Schedule “D” of the Loan Agreement set out Prudent’s expectation that no other liens would be registered after its mortgage on the Property.

18. On March 3, 2021, Prudent advanced the net amount of the first draw under the Loan to the Debtor. There has been no second draw under the Loan, as the Debtor has not satisfied the condition for advancement of funds described above.

19. As security for the indebtedness, obligations and liabilities owed by the Debtor to Prudent, the Debtor has granted to Prudent, among other things, a Charge/Mortgage registered against the Property on March 5, 2021 as instrument number SC1760648 in the principal amount of \$800,000 (the “**Prudent Charge**”), a copy of which attached hereto and marked as **Exhibit “G”**.

20. Pursuant to section 5 of the Additional Charge Provisions of the Prudent Charge dated March 4, 2021 (the “**Additional Charge Provisions**”), except as permitted by the terms of the Loan Agreement, the Debtor was not allowed to grant or permit any further charge or encumbrance of any nature to be registered against the Property without the prior written consent of Prudent. If the Debtor further encumbered the Property without the prior written consent of Prudent, then, at Prudent’s option, the Prudent Charge would immediately become due and payable in full.

21. Additionally, under the Additional Charge Provisions, there is a default:

- (a) if the Debtor obtains any subsequent financing or refinancing of the Property, other than such financing that existed on the date of the registration of the Prudent Charge, without having obtained the prior written approval of Prudent (section 9(f)); and
- (b) if there is litigation or any other proceeding which, if determined adversely to the Debtor, in the opinion of Prudent would materially affect the Property or would have a material adverse effect on the financial condition of the Debtor or the income of the Property (section 9(g)).

22. Pursuant to section 11 of the Additional Charge Provisions, the Debtor was required to cause to be discharged or released registration of any liens of any nature or kind within 30 days of

the registration of the liens. The failure by the Debtor to comply constitutes an event of default under the Prudent Charge.

23. Pursuant to section 10 of the Additional Charge Provisions, upon the occurrence of a default under the Prudent Charge, all principal and interest and any other charges or fees due under the Prudent Charge shall become due and payable in full.

24. Section 20 of the Additional Charge Provision provides that, upon the security becoming enforceable or the amounts owed to Prudent becoming payable, Prudent is entitled to appoint a receiver over the Property.

CONSTRUCTION LIENS

25. In April 2021, the following three construction liens were registered against the Property:

- (a) Construction Lien registered on April 6, 2021 as instrument number SC1768866 in the amount of \$1,870,538.95 in favour of 10853828 Canada Inc. (“**10853828**”) (“**10853828 Construction Lien**”);
- (b) Construction Lien registered on April 6, 2021 as instrument number SC1768859 in the amount of \$1,404,036.78 in favour of Delbrook Triumphant Builders Inc. (“**Delbrook**”) (“**Delbrook Construction Lien**”); and
- (c) Construction Lien registered on April 30, 2021 as instrument number SC1776388 in the amount of \$16,385.15 in favour of Gerrity Engineering Limited (“**Gerrity**”) (“**Gerrity Construction Lien**”).

Copies of the 10853828 Construction Lien, the Delbrook Construction Lien, and the Gerrity Construction Lien (collectively, the “**Construction Liens**”) are respectively attached hereto and marked as **Exhibits “H”, “I” and “J”**.

26. I have been advised by Xin Sun of XW Law, Prudent’s lawyers, that each of 10853828, Delbrook and the Gerrity (collectively, the “**Lien Claimants**”) have commenced a lawsuit against the Debtor and Prudent under the *Construction Act* (Ontario) where they each claim that their respective Construction Liens have some level of priority over the Prudent Charge. Copies of the statements of claim of the Lien Claimants are collectively attached hereto and marked as **Exhibit “K”**.

27. Prudent has served a statement of defence in each lawsuit, copies of which are collectively attached hereto and marked as **Exhibit “L”**.

28. I have been informed by Mr. Sun that Triumph served a statement of defence in the lawsuits commenced by 10853828 and Delbrook, copies of which are collectively attached hereto and marked as **Exhibit “M”**.

29. Delbrook and 10853828 are both corporations governed by the *Canadian Business Corporations Act*. Mohammad Mehdi Haj-Shafiei is a director of both 10853828 and Delbrook. Ali Haj-Shafiei is a director of Delbrook. Copies of the Corporate Profile reports for 10853828 and Delbrook are collectively attached hereto and marked as **Exhibit “N”**.

30. Mohammad Mehdi Haj-Shafiei and Ali Haj-Shafiei were previously directors of the Debtor. Mohammad Mehdi Haj-Shafiei was a director from April 14, 2020 to March 29, 2021. Ali Haj-Shafiei was a director from April 27, 2020 to March 1, 2021.

31. As is set out in its statements of defence, Triumph acknowledged that Mr. Shen and Mohammad Mehdi Haj-Shafiei had a business relationship that broke down in March 2021.

32. Triumph's statements of defence also state that:

- (a) the liens filed by Delbrook and 10853828 are duplicative;
- (b) Delbrook never supplied any materials or services to the Project;
- (c) the Debtor does not owe any money to 10853828 for development management fees or otherwise; and
- (d) 10853828 did not supply services or materials to the Debtor that enhanced the Debtor's interest in the Property.

33. Following the registration of the Construction Liens, Mr. Shen informed me that Triumph was working with the Lien Claimants to resolve the Construction Liens and have them discharged.

34. By the end of October 2021, the Construction Liens had still not been discharged, and Mr. Shen was unable to confirm when they would be dealt with and removed from title to the Property.

PRUDENT DEMAND AND ISSUANCE OF NOTICES

35. As a result of the registration of the Construction Liens and Triumph's failure to discharge them, on October 25, 2021, Prudent, through XS Law, declared that the Loan was in default and demanded payment from the Debtor. A copy of the letter from XS Law is attached hereto and marked as **Exhibit "O"**.

36. On November 4, 2021, Prudent, through XS Law, delivered to Triumph a notice of intention to enforce its security under the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA Notice**”). A copy of the BIA Notice is attached hereto and marked as **Exhibit “P”**.

37. Also on November 4, 2021, Prudent, through XS Law, issued to Triumph a notice of sale under the Prudent Charge in the amount of \$622,135 owed as of November 4, 2021 (the “**Prudent Notice of Sale**”). A copy of the Prudent Notice of Sale is attached hereto and marked as **Exhibit “Q”**.

THIRD CHARGE

38. I am advised by Mr. Sun that, prior to sending out the Prudent Notice of Sale, he obtained an updated copy of the parcel for the Property. It was at this time that Mr. Sun discovered the registration of a Charge/Mortgage on July 12, 2021 as instrument number SC1802980 in the principal amount of \$10.0 million granted in favour of Xiaofeng Fu and Meng Sun (the “**Third Charge**”). A copy of the Third Charge is attached hereto and marked as **Exhibit “R”**.

39. Mr. Sun informed me of the existence of the Third Charge. I then contacted Mr. Shen regarding the Third Charge, who had no explanation regarding the registration of the Third Charge and what it related to. Mr. Shen eventually stopped responding to my requests for information regarding the Third Charge.

40. Contrary to the provisions of the Loan Agreement and Prudent Charge discussed above, the Debtor did not obtain Prudent’s prior written consent to grant the Third Charge.

VANDER KOOIJ NOTICE OF SALE

41. On February 3, 2022, Vander Kooij, through its lawyers, issued a notice of sale under the VTB Charge in the amount of \$2,067,684.93 (the “**Vander Kooij Notice of Sale**”). A copy of the Vander Kooij Notice of Sale is attached hereto and marked as **Exhibit “S”**.

42. The Vander Kooij Notice of Sale indicates that Vander Kooij requires payment in full by March 10, 2022.

STATUS OF THE DEBTOR AND THE PROJECT

43. At the time that Prudent and the Debtor were in negotiations regarding the Loan in February 2021, Triumph informed Prudent that the Town had requested a full re-submission of its application for Site Plan Approval for the Project so that the Town could complete its review.

44. It is my understanding, based on discussions with Mr. Shen, that no further steps have been taken in connection with the Debtor’s Site Plan Application since the Loan was made to the Debtor in March 2021.

45. I have been advised by Sam Rappos, a lawyer at Chaitons LLP, Prudent’s insolvency lawyers, that on February 16, 2022, he reviewed the Current Development Application page on the website for the Town (www.townofbwg.com), and the status for the Property’s “SPA for condominium building with 6 stories and 3 levels of underground parking” was listed as “Technical Review in progress”.

46. I am further advised by Mr. Rappos that, based on a search he conducted on February 16, 2022 on the website for the Home Construction Regulatory Authority (www.hcraontario.ca), the Debtor’s license to build and sell new homes in Ontario has expired.

FREEZE ORDER AGAINST SHEN AND WANG

47. I am informed by Mr. Rappos that on February 18, 2022, he obtained a copy of the parcel for 2 Sunrise Trail. Upon review, Mr. Rappos discovered that restriction orders had been registered against title to 2 Sunrise Trail on November 12, 2021, November 22, 2021 and December 23, 2021. A copy of the parcel for 2 Sunrise Trail is attached hereto and marked as **Exhibit “T”**.

48. Mr. Rappos has advised me that the instrument registered on December 23, 2021 contains a copy of freeze order that was granted on October 15, 2021 by The Honourable Justice Akbarali (the “**Akbarali Order**”) at the request of Wiseway Global Canada Consulting Ltd. (“**Wiseway**”). The Akbarali Order indicates that a freeze order had first been granted by the Court on September 10, 2021. A copy of the instrument is attached hereto and marked as **Exhibit “U”**.

49. Wiseway is a corporation governed by the *Canadian Business Corporations Act*. The sole director is Jun Chen. The registered office of Wiseway is 2 Sunrise Trail, which is property owned by Ms. Wang and subject to the Akbarali Order. A copy of the Corporate Profile report for Wiseway is attached hereto and marked as **Exhibit “V”**.

50. Jun Chen is currently the other director of the Debtor besides Mr. Shen. Jun Chen has served as a director of Triumph from September 18, 2018 to February 18, 2021, and from May 1, 2021 to present. Jun Chen’s personal address was once listed as being 2 Sunrise Trail.

51. Based on this, it appears that Wiseway and Jun Chen are related to the Debtor.

JUST AND CONVENIENT TO APPOINT A RECEIVER

52. The Debtor owes in excess of \$620,000 to Prudent. The Debtor is in default under the Loan Agreement and the Prudent Charge. Prudent has demanded payment of the Loan and has

sent to the Debtor the BIA Notice and the Prudent Notice of Sale. The time periods for payment under the BIA Notice and the Prudent Notice of Sale have long expired.

53. Vander Kooij has also issued a notice of sale under the VTB Charge seeking payment of approximately \$2.067 million. The Vander Kooij Notice of Sale requires Triumph to pay this amount in full by March 10, 2022, otherwise Vander Kooij can take steps to sell the Property.

54. Construction Liens totalling approximately \$3.3 million have been registered against the Property for more than nine (9) months. Triumph has defended the Construction Liens registered by Delbrook and 10853828, which effectively represent the entire \$3.3 million in liens. The directing minds of Delbrook and 10853828 were previously directors of the Debtor, and the legitimacy of these construction liens is in question.

55. A freeze order has been granted against the assets of Mr. Shen and Ms. Wang, who are the directing mind of Triumph. The freeze order was sought by Wiseway, who's sole director is also a director of the Debtor.

56. In these circumstances, I believe it is in the best interests of Prudent and the Debtor's creditors generally that a Receiver be appointed to take control over and realize on the Property under Court supervision and for the benefit of all stakeholders.

57. Prudent proposes that BDO be appointed as Receiver. BDO has agreed to accept the appointment, and a copy of its consent is attached hereto as **Exhibit "W"**.

58. This affidavit is sworn in support of Prudent's application for the appointment of a Receiver over the Property and for no other or improper purpose.

SWORN BEFORE ME over
videoconference on this 22nd day of
February, 2022. The affiant was located in
the Town of Newmarket and the
commissioner was located in the City of
Toronto, each in the Province of Ontario.
This affidavit was commissioned remotely in
accordance O. Reg. 431/20, Administering
Oath or Declaration Remotely

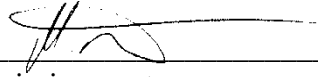


Maya Poliak

Commissioner for Taking Affidavits

FUJIA (FRANK) WANG

THIS IS EXHIBIT "A" REFERRED TO IN THE
AFFIDAVIT OF FUJIA (FRANK) WANG, SWORN
BEFORE ME THIS 22ND DAY OF FEBRUARY 2022

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

A Commissioner, etc.



Corporate Profile / Profil corporatif

Date and time of Corporate Profile (YYYY-MM-DD)	2022-02-14 3:59 PM	(AAAA-MM-JJ) Date et heure du Profil corporatif
--	--------------------	--

CORPORATE INFORMATION		RENSEIGNEMENTS CORPORATIFS
Corporate name	Dénomination	
	Triumph Development HK Bradford Twin Regency Inc.	
Corporation number	1027140-3	Numéro de société ou d'organisation
Business number	709637128RC0001	Numéro d'entreprise
Governing legislation	Régime législatif	
	Canada Business Corporations Act (CBCA) - 2017-06-08 Loi canadienne sur les sociétés par actions (LCSA) - 2017-06-08	
Status	Statut	
	Active Active	

REGISTERED OFFICE ADDRESS	ADRESSE DU SIÈGE
	A10-3000 Highway 7 Markham ON L3R 4X9 Canada

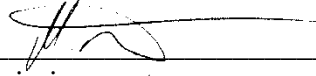
ANNUAL FILINGS		DÉPÔTS ANNUELS
Anniversary date (MM-DD)	06-08	(MM-JJ) Date anniversaire
Filing period (MM-DD)	06-08 to/au 08-07	(MM-JJ) Période de dépôt
Status of annual filings	Statut des dépôts annuels	
	Not due 2022	N'est pas dû
	Overdue 2021	En retard
	Filed 2020	Déposé
Date of last annual meeting (YYYY-MM-DD)	2020-12-30	(AAAA-MM-JJ) Date de la dernière assemblée annuelle
Type	Type	
	Non-distributing corporation with 50 or fewer shareholders Société n'ayant pas fait appel au public et comptant 50 actionnaires ou moins	

DIRECTORS		ADMINISTRATEURS
Minimum number	1	Nombre minimal
Maximum number	10	Nombre maximal
Current number	2	Nombre actuel
Jun Chen	2 Sunrise Ridge Trail, Whitchurch-Stouffville ON L4A 0C9, Canada	
Lu Shen	2 Sunrise Ridge Trail, Whitchurch-Stouffville ON L4A 0C9, Canada	

CORPORATE HISTORY		HISTORIQUE CORPORATIF
Corporate name history (YYYY-MM-DD)	(AAAA-MM-JJ) Historique de la dénomination	
2017-06-08 to present / à maintenant	Triumph Development HK Bradford Twin Regency Inc.	
Certificates issued (YYYY-MM-DD)	(AAAA-MM-JJ) Certificats émis	
Certificate of Incorporation	2017-06-08 Certificat de constitution en société	
Amendments details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed.	Seuls les renseignements concernant les modifications effectuées après 2010-03-20 sont disponibles. Certains certificats émis avant 2000 pourraient ne pas être listés.	
Documents filed (YYYY-MM-DD)	(AAAA-MM-JJ) Documents déposés	

The Corporate Profile sets out the most recent information filed with and accepted by Corporations Canada as of the date and time set out on the Profile.	Le Profil corporatif fait état des renseignements fournis et acceptés par Corporations Canada à la date et à l'heure indiquées dans le profil.
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THIS IS EXHIBIT "B" REFERRED TO IN THE
AFFIDAVIT OF FUJIA (FRANK) WANG, SWORN
BEFORE ME THIS 22ND DAY OF FEBRUARY 2022

A handwritten signature in black ink, appearing to be 'F. Wang', written over a horizontal line.

A Commissioner, etc.



Ontario ServiceOntario

LAND
REGISTRY
OFFICE #51

58041-0138 (LT)

PAGE 1 OF 3
PREPARED FOR lymda001
ON 2022/02/14 AT 14:12:02

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PT LT 16 CON 8 WEST GWILLIMBURY AS IN R0261979 SAVE & EXCEPT PTS 1 & 3 51R37039; TOWN OF BRADFORD WEST GWILLIMBURY

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE

LT CONVERSION QUALIFIED

RECENTLY:

DIVISION FROM 58041-0010

PIN CREATION DATE:

2010/03/09

OWNERS' NAMES

CAPACITY SHARE

TRIUMPH DEVELOPMENT HK BRADFORD TWIN REGENCY INC.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT		INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2010/03/09 **				
**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: 1999/01/20 **						
R0261979	1968/02/07	TRANSFER		*** DELETED AGAINST THIS PROPERTY ***	VANDER KOOIJ, PETER VANDER KOOIJ, LENI	
		REMARKS: SKETCH ATTACHED		*** DELETED AGAINST THIS PROPERTY ***	CANADIAN IMPERIAL BANK OF COMMERCE	
SC463260	2006/07/31	CHARGE		*** DELETED AGAINST THIS PROPERTY ***		
		REMARKS: PT 2 51R37039		*** DELETED AGAINST THIS PROPERTY ***		
51R37039	2009/10/20	PLAN REFERENCE		*** DELETED AGAINST THIS PROPERTY ***		
SC805008	2010/03/05	TRANSFER EASEMENT		*** DELETED AGAINST THIS PROPERTY ***		
		REMARKS: PT 2 51R37039		*** DELETED AGAINST THIS PROPERTY ***		
SC805023	2010/03/05	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY ***		
		REMARKS: SC463260 TO SC805008 PT 2 51R37039		*** DELETED AGAINST THIS PROPERTY ***	THE CORPORATION OF THE TOWN OF BRADFORD WEST GWILLIMBURY	

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
SC1275811	2016/01/14	CHARGE		*** COMPLETELY DELETED *** VANDER KOOLIJ, LENI VANDER KOOLIJ, PETER	CANADIAN IMPERIAL BANK OF COMMERCE	
SC1275812	2016/01/14	DISCH OF CHARGE		*** COMPLETELY DELETED *** CANADIAN IMPERIAL BANK OF COMMERCE		
		REMARKS: SC463260.				
SC1421255	2017/06/19	TRANSFER	\$4,300,000	VANDER KOOLIJ, LENI VANDER KOOLIJ, PETER	TRIUMPH DEVELOPMENT HK BRADFORD TWIN REGENCY INC.	C
		REMARKS: PLANNING ACT STATEMENTS.				
SC1421256	2017/06/19	CHARGE	\$2,795,000	TRIUMPH DEVELOPMENT HK BRADFORD TWIN REGENCY INC.	VANDER KOOLIJ, PETER VANDER KOOLIJ, LENI	C
SC1421265	2017/06/19	LR'S ORDER		*** COMPLETELY DELETED *** LAND REGISTRAR, SIMCOE LAND REGISTRY OFFICE		
		REMARKS: TO DELETE SC805008				
SC1422400	2017/06/22	DISCH OF CHARGE		*** COMPLETELY DELETED *** CANADIAN IMPERIAL BANK OF COMMERCE		
		REMARKS: SC1275811.				
SC1509844	2018/05/10	CHARGE		*** COMPLETELY DELETED *** TRIUMPH DEVELOPMENT HK BRADFORD TWIN REGENCY INC.	DAOUST, MAURICE CHAN, STEPHEN	
SC1580792	2019/03/13	CHARGE		*** COMPLETELY DELETED *** TRIUMPH DEVELOPMENT HK BRADFORD TWIN REGENCY INC.	POPOV CHEN LENDING INC. RUSLEND CAPITAL INC.	
SC1580793	2019/03/13	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** TRIUMPH DEVELOPMENT HK BRADFORD TWIN REGENCY INC.	POPOV CHEN LENDING INC. RUSLEND CAPITAL INC.	
		REMARKS: SC1580792.				
SC1580794	2019/03/13	POSTPONEMENT		*** COMPLETELY DELETED *** DAOUST, MAURICE CHAN, STEPHEN	POPOV CHEN LENDING INC. RUSLEND CAPITAL INC.	
		REMARKS: SC1509844 TO SC1580792				
SC1602179	2019/06/20	NOTICE		TRIUMPH DEVELOPMENT HK BRADFORD TWIN REGENCY INC.	VANDER KOOLIJ, PETER	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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LAND
REGISTRY
OFFICE #51

58041-0138 (LT)

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

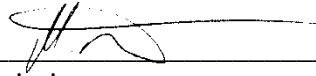
PAGE 3 OF 3
PREPARED FOR Lynda001
ON 2022/02/14 AT 14:12:02

* 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
					VANDER KOOTJ, LENT	
					YH CAPITAL CORP.	
SC1605792	2019/07/03	CHARGE		*** COMPLETELY DELETED *** TRIUMPH DEVELOPMENT HK BRADFORD TWIN REGENCY INC.		
SC1605969	2019/07/04	DISCH OF CHARGE		*** COMPLETELY DELETED *** DAoust, MAURICE CHAN, STEPHEN		
SC1607723	2019/07/11	DISCH OF CHARGE		*** COMPLETELY DELETED *** POPOV CHEN LENDING INC. RUSLEND CAPITAL INC.		
SC1690014	2020/06/26	DISCH OF CHARGE		*** COMPLETELY DELETED *** YH CAPITAL CORP.		
SC1760648	2021/03/05	CHARGE	\$800,000	TRIUMPH DEVELOPMENT HK BRADFORD TWIN REGENCY INC.	PRUDENT EXCELLENCE MORTGAGE INVESTMENT CORPORATION	C
SC1760649	2021/03/05	NO ASSGN RENT GEN		TRIUMPH DEVELOPMENT HK BRADFORD TWIN REGENCY INC.	PRUDENT EXCELLENCE MORTGAGE INVESTMENT CORPORATION	C
SC1768859	2021/04/06	CONSTRUCTION LIEN	\$1,404,036	DELBROOK TRIUMPHANT BUILDERS INC.		C
SC1768866	2021/04/06	CONSTRUCTION LIEN	\$1,870,538	10853828 CANADA INC.		C
SC1776388	2021/04/30	CONSTRUCTION LIEN	\$16,385	GERRITS ENGINEERING LIMITED		C
SC1783814	2021/05/20	CERTIFICATE		DELBROOK TRIUMPHANT BUILDERS INC.		C
SC1783823	2021/05/20	CERTIFICATE		10853828 CANADA INC.		C
SC1791485	2021/06/11	CERTIFICATE		GERRITS ENGINEERING LIMITED		C
SC1802980	2021/07/12	CHARGE	\$10,000,000	TRIUMPH DEVELOPMENT HK BRADFORD TWIN REGENCY INC.	FU, XIAOPENG SUN, MENG	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 "C" REFERRED TO IN THE
AFFIDAVIT OF FUJIA (FRANK) WANG, SWORN
BEFORE ME THIS 22ND DAY OF FEBRUARY 2022

A handwritten signature in black ink, appearing to be 'FW', is written over a horizontal line.

A Commissioner, etc.

Properties

PIN 58041 - 0138 LT Interest/Estate Fee Simple
 Description PT LT 16 CON 8 WEST GWILLIMBURY AS IN RO261979 SAVE & EXCEPT PTS 1 & 3 51R37039; SUBJECT TO AN EASEMENT OVER PT 2 51R37039 IN FAVOUR OF PTS 1 & 3 51R37039 UNTIL 2013/03/05 AS IN SC805008; TOWN OF BRADFORD WEST GWILLIMBURY
 Address BRADFORD

Consideration

Consideration \$4,300,000.00

Transferor(s)

The transferor(s) hereby transfers the land to the transferee(s).

Name VANDER KOOIJ, LENI
 Address for Service Box 760, Bradford, ON, L3Z 2B3

I am at least 18 years of age.

Peter Vander Kooij and I are spouses of one another and are both parties to this document

This document is not authorized under Power of Attorney by this party.

Name VANDER KOOIJ, PETER
 Address for Service Box 760, Bradford, ON, L3Z 2B3

I am at least 18 years of age.

Leni Vander Kooij and I are spouses of one another and are both parties to this document

This document is not authorized under Power of Attorney by this party.

Transferee(s)*Capacity**Share*

Name TRIUMPH DEVELOPMENT HK BRADFORD TWIN REGENCY INC.
 Address for Service 70 Regatta Ave.
 Richmond Hill, Ontario
 L4E 4R1

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

Gordon Henry Hunter 200-17360 Yonge Street acting for Signed 2017 06 19
 Newmarket Transferor(s)
 L3Y 4X7

Tel 905-895-1007

Fax 905-895-4064

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).

Davide Joseph Di Iulio 1000-120 Adelaide St. W. acting for Signed 2017 06 16
 Toronto Transferee(s)
 M5H 3V1

Signed By

Tel 416-363-2211

Fax 416-363-0645

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

SCHNEIDER RUGGIERO LLP

1000-120 Adelaide St. W.
Toronto
M5H 3V1

2017 06 19

Tel 416-363-2211

Fax 416-363-0645

Fees/Taxes/Payment

<i>Statutory Registration Fee</i>	\$63.35
<i>Provincial Land Transfer Tax</i>	\$93,975.00
<i>Total Paid</i>	\$94,038.35

File Number

Transferor Client File Number : 76196

Transferee Client File Number : 39231

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 58041 - 0138 PT LT 16 CON 8 WEST GWILLIMBURY AS IN RO261979 SAVE & EXCEPT PTS 1 & 3 51R37039; SUBJECT TO AN EASEMENT OVER PT 2 51R37039 IN FAVOUR OF PTS 1 & 3 51R37039 UNTIL 2013/03/05 AS IN SC805008; TOWN OF BRADFORD WEST GWILLIMBURY

BY: VANDER KOOIJ, LENI
VANDER KOOIJ, PETER

TO: TRIUMPH DEVELOPMENT HK BRADFORD TWIN REGENCY INC.

1. DA ZHANG

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 TRIUMPH DEVELOPMENT HK BRADFORD TWIN REGENCY INC. described in paragraph(s) (E) 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	\$1,505,000.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	\$0.00
(ii) Given Back to Vendor	\$2,795,000.00
(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))	\$4,300,000.00
(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	\$4,300,000.00

6. Other remarks and explanations, if necessary.

1. The information prescribed for purposes of section 5.0.1 of the Land Transfer Tax Act is not required to be provided for this conveyance.

2. Other remarks & explanations: The Non-Resident Speculation Tax does not apply to this transfer

PROPERTY Information Record

A. Nature of Instrument: Transfer
LRO 51 Registration No. SC1421255 Date: 2017/06/19

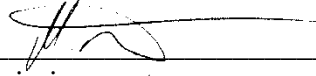
B. Property(s): PIN 58041 - 0138 Address BRADFORD Assessment -
Roll No

C. Address for Service: 70 Regatta Ave.
Richmond Hill, Ontario
L4E 4R1

D. (i) Last Conveyance(s): PIN 58041 - 0138 Registration No. SC805008
(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes No Not known

E. Tax Statements Prepared By: Davide Joseph Di Iulio
1000-120 Adelaide St. W.
Toronto M5H 3V1

THIS IS EXHIBIT "D" REFERRED TO IN THE
AFFIDAVIT OF FUJIA (FRANK) WANG, SWORN
BEFORE ME THIS 22ND DAY OF FEBRUARY 2022

A handwritten signature in black ink, appearing to be 'F. Wang', written over a horizontal line.

A Commissioner, etc.

Properties

PIN 58041 - 0138 LT *Interest/Estate* Fee Simple
Description PT LT 16 CON 8 WEST GWILLIMBURY AS IN RO261979 SAVE & EXCEPT PTS 1 & 3
 51R37039; SUBJECT TO AN EASEMENT OVER PT 2 51R37039 IN FAVOUR OF PTS 1 & 3
 51R37039 UNTIL 2013/03/05 AS IN SC805008; TOWN OF BRADFORD WEST
 GWILLIMBURY
Address BRADFORD

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 TRIUMPH DEVELOPMENT HK BRADFORD TWIN REGENCY INC.
Address for Service 70 Regatta Ave.
 Richmond Hill, Ontario
 L4E 4R1

I, Da Zhang Director, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Chargee(s)

	<i>Capacity</i>	<i>Share</i>
<i>Name</i> VANDER KOOIJ, PETER	Joint Account, Right Of Survivorship	
<i>Address for Service</i> Box 760, Bradford, ON, L3Z 2B3		
<i>Name</i> VANDER KOOIJ, LENI	Joint Account, Right Of Survivorship	
<i>Address for Service</i> Box 760, Bradford, ON, L3Z 2B3		

Provisions

Principal \$2,795,000.00 *Currency* CDN
Calculation Period monthly, not in advance
Balance Due Date 2018/06/16
Interest Rate 5.0% per annum
Payments
Interest Adjustment Date 2017 06 16
Payment Date 16th day of each month
First Payment Date 2017 07 16
Last Payment Date 2018 06 16
Standard Charge Terms 200033
Insurance Amount Full insurable value
Guarantor

Additional Provisions

The Chargor/Mortgagor, when not in default, shall have the privilege of prepaying all or part of the principal sum outstanding at any time or times, without notice or bonus.

Payments of interest only are required monthly, on the 16th day of each and every month, commencing on July 16, 2017.

The Chargor/Mortgagor shall have the right to set off, against the amount remaining owing on the Balance Due Date, any amount on account of realty taxes and utility payments that remain unpaid (on the Balance Due Date) by those tenants who are remaining in occupation of the property and who remain responsible for such payments.

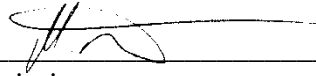
Signed By

Gordon Henry Hunter 200-17360 Yonge Street acting for Signed 2017 06 19
 Newmarket
 L3Y 4X7
 Chargor(s)

Tel 905-895-1007

Fax 905-895-4064

THIS IS EXHIBIT "E" REFERRED TO IN THE
AFFIDAVIT OF FUJIA (FRANK) WANG, SWORN
BEFORE ME THIS 22ND DAY OF FEBRUARY 2022

A handwritten signature in black ink, appearing to be 'F. Wang', written over a horizontal line.

A Commissioner, etc.

Properties

PIN 58041 - 0138 LT
Description PT LT 16 CON 8 WEST GWILLIMBURY AS IN RO261979 SAVE & EXCEPT PTS 1 & 3
 51R37039; TOWN OF BRADFORD WEST GWILLIMBURY
Address BRADFORD

Consideration

Consideration \$0.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name TRIUMPH DEVELOPMENT HK BRADFORD TWIN REGENCY INC.
Address for Service 70 Regatta Ave. Richmond Hill, ON, L4E
 4R1

I, Da Zang Director, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Party To(s)*Capacity**Share*

Name VANDER KOOIJ, PETER
Address for Service Box 760, Bradford, ON, L3Z 2B3

This document is not authorized under Power of Attorney by this party.

Name VANDER KOOIJ, LENI
Address for Service Box 760, Bradford, ON, L3Z 2B3

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, SC1421256 registered on 2017/06/19 to which this notice relates is deleted

Schedule: See Schedules

This document relates to registration number(s)SC1421256

Signed By

Gordon Henry Hunter 200-17360 Yonge Street acting for Signed 2019 06 20
 Newmarket Applicant(s)
 L3Y 4X7

Tel 905-895-1007

Fax 905-895-4064

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

HILL HUNTER LOSELL LAW FIRM LLP 200-17360 Yonge Street 2019 06 20
 Newmarket
 L3Y 4X7

Tel 905-895-1007

Fax 905-895-4064

Fees/Taxes/Payment

Statutory Registration Fee \$64.40

Total Paid \$64.40

AGREEMENT TO AMEND CHARGE/MORTGAGE

WHEREAS by a Charge/Mortgage of Land registered in the Land Registry Office for Simcoe (No. 51) at Barrie on June 19, 2017, as instrument no. SC1421256 (hereafter the “Charge”),

TRIUMPH DEVELOPMENT HK BRADFORD TWIN REGENCY INC.

(the “Chargor”)

gave a mortgage upon the lands described as:

PT LT 16 CON 8 WEST GWILLIMBURY AS IN R0261979 SAVE & EXCEPT PTS 1
& 3 51R37039; SUBJECT TO AN EASEMENT OVER PT 2 51R37039 IN FAVOUR
OF PTS 1 & 3 51R37039 UNTIL 2013/03/05 AS IN SC805008; TOWN OF
BRADFORD WEST GWILLIMBURY
PIN 58041-0138 LT (being the whole of PIN)

in favour of

PETER VANDER KOOIJ and LENI VANDER KOOIJ, on joint account with right of
survivorship

(the “Chargee”)

AND WHEREAS the Charge was amended in certain respects, including changing the Balance Due Date to August 16, 2018, by an amending agreement signed by the parties in June of 2018;

AND WHEREAS the Charge was amended in certain respects, including changing the Balance Due Date to August 16, 2019, by an amending agreement signed by the parties in August of 2018;

AND WHEREAS in accordance with the amending agreement signed by the parties in August of 2018, the principal balance outstanding was to be reduced to \$2,000,000.00 and the interest thereon was to be at the rate of seven percent (7%) per annum, from and after August 16, 2018;

AND WHEREAS on the 13th day of March 13, 2019, the Chargor paid to the Chargee sufficient funds to reduce the outstanding principal to the sum of Two Million Dollars (\$2,000,000.00), together with all outstanding interest and legal costs;

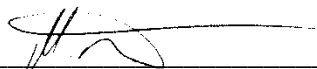
AND WHEREAS the parties hereto are desirous of registering a Notice, amending the terms of the Charge;

NOW THEREFORE the parties hereto agree as follows:

1. the Charge, as amended by this Amending Agreement, is hereby amended as follows:
 - (a) The principal amount secured under the Charge is hereby decreased to \$2,000,000.00;
 - (b) The interest rate thereon, calculated monthly not in advance, shall be seven percent (7%), from and after August 16, 2018;
 - (c) Interest is currently paid up to May 15, 2019 and, accordingly, interest on the principal sum secured herein at seven percent (7%), calculated monthly not in advance, is accruing;
 - (d) The balance due date is extended to August 16, 2019;
 - (e) Save for the above-mentioned amendments, all other terms and conditions of the Charge shall remain the same and be of full force and effect.

2. This Amendment may be executed in several counterparts and delivered by facsimile or other form of electronic transmission of an originally executed document, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same document.

THIS IS EXHIBIT "F" REFERRED TO IN THE
AFFIDAVIT OF FUJIA (FRANK) WANG, SWORN
BEFORE ME THIS 22ND DAY OF FEBRUARY 2022

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned above a solid horizontal line.

A Commissioner, etc.

Mortgage Loan Agreement

Property Address: 2362 Line 8, Bradford, Ontario (PIN: 58041-0138 PT LT 16 CON 8 WEST GWILLIMBURY AS IN RO261979 SAVE & EXCEPT PTS 1 & 3 51R37039 TOWN OF BRADFORD WEST GWILLIMBURY) (“Property”).

Mortgagee(s): **Prudent Excellence Mortgage Investment Corporation (“PE MIC”)**, and other lenders as tenants in common pari passu per capita (“Lender” or “Lenders”, as listed in Schedule C).

Mortgagor(s): Triumph Development HK Bradford Twin Regency Inc. (“Borrowers”).

Guarantor(s): Lu Shen, Yuerong Wang, and all other board directors and persons owning/ controlling more than 10% common share of the Borrower, except Mohammad Mehdi Haj-Shafiei if he does not own or control more than 10% common share of the Borrower.

Principal Amount: Eight Hundred Thousand Dollars (\$800,000.00) as the 2nd mortgage loan (the “Loan”). First advance is Six Hundred Thousand Dollars (\$600,000.00) upon closing. Second advance is up to Two Hundred Thousand Dollars (\$200,000.00) upon receiving a positive feedback, to the Lender’s satisfaction, to the second submission of the Site Plan Application from Bradford and York Region Government.

Interest Rate: 10.5% per annum.

Payment: Interest for each draw will be prepaid to lenders and deducted from fund advance.

Term: Twelve (12) months – Fully open at any time on 30 days prior written notice without penalty.

Conditions: Subject to:

1. A satisfactory site visit & inspection by lender.
2. Realty taxes to be up to date.
3. Updated appraisal showing market value of no less than \$5,700,000.00 upon closing.
4. Most recent NOA of each guarantor except Lu Shen showing no tax owed.
5. Spousal consent if applicable.
6. Valid proof of Canadian Permanent Resident or Canadian Citizenship for each guarantor except Lu Shen.
7. Credit score of each Guarantor except Lu Shen no less than 600 without record of bankruptcy.
8. Receipt of Financial Statements/ Personal net worth statement of Guarantor.
9. **Current 1st mortgage/ VTB lender confirms: The principal amount of the 1st mortgage is and will be kept as up to \$2 mil; the 1st mortgage is in good standing; A**

PRUDENT EXCELLENCE

MORTGAGE INVESTMENT CORPORATION

Initials:

SL SL SL

2nd mortgage of up to \$1 Million is accepted; In case the 2nd mortgage is in default and the 2nd mortgage lender has to take any enforcement action, a timely written notice will be sent out by the 2nd mortgage lender although a prior written consent to the enforcement action by the 1st mortgage lender is not required.

10. Other conditions specific to development and construction, as listed in Schedule D.

Closing Date: March 3rd, 2021.

Maturity Date: March 3rd, 2022.

Security: Lender's security will be as follows:

1. A second mortgage over the property known as: 2362 Line 8, Bradford, Ontario (PIN: 58041-0138 PT LT 16 CON 8 WEST GWILLIMBURY AS IN RO261979 SAVE & EXCEPT PTS 1 & 3 51R37039 TOWN OF BRADFORD WEST GWILLIMBURY) ("Property"). Personal guarantee of all parties for the full indebtedness.
2. Assignment of property, fire, liability and any other insurances, if applicable, relative to the risk involved, satisfactory to us.
3. Assignment of all municipal approvals and agreements, construction contracts, project letters of credit, and architectural and mechanical drawings.

Lender's fee: The Lender fee is Eighteen Thousand Dollars (\$18,000) for the first advance and 2% for the second advance, and will be paid to Lenders and deducted from the advances.

Commitment Fee: The Borrower and the Guarantors acknowledge and agree to pay the commitment fee at \$4,000.00 (including \$1000 as Administration Fee) to **Prudent Excellence Investment Management Inc.** on the date of this commitment signed or accepted by the Borrower. If this first mortgage fails to be closed as a result of the action, inaction or decision of the Borrower or Guarantors or their representative and counsel, then this commitment fee becomes non-refundable. This commitment fee will be deducted immediately from Lender Fee on the date when this first mortgage is closed successfully.

Payoff: Except the first mortgage (VTB) of property no more than Two Million Dollars (\$2,000,000), and all other loans or liens against these properties should be paid off from this advance.

Repayment: All interest will be prepaid upon fund advance.

Renewal / Extension: Subject to there having been no default by the Borrower during the original term of this loan, based on market price of financing and in favor of long-term partnership, renewal or extension of at least thirty (30) days may be granted at the Lender's sole discretion.

Net Loan Advanced for the first draw:

\$600,000 - \$18,000 (Lender's Fee) - \$ 63,000 (prepaid interest) = \$519,000 will be advanced to the Borrowers.

Legal Fee: To close this mortgage, the Borrower agrees to pay Lender's Solicitor a legal fee plus disbursement and HST. The Borrower will retain an independent solicitor at their expense. The Borrower agrees to pay a retainer of \$1,500 to the Lender's Solicitor account in trust, upon acceptance of this Commitment.

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Privileges: This Mortgage is fully open and there will be no penalty for early discharge if there is written notice 30 days in advance.

Rental Assignment: The borrower agrees to assign the lease to Mortgagee which should be provided together with contact information if there is any. In case of the default, the mortgagee should have the right to collect the rental payment toward this mortgage payment and the mortgagee has the right to lease the property out and collect the rental income.

Zoning: The subject property and premises shall comply with all relevant zoning, building, municipal by-laws and regulations and requirements. There shall be no outstanding work orders or zoning contravention with respect to the subject premises.

Survey: A satisfactory survey must be provided for the property within five days of the acceptance of this offer, to solicitors. A survey of the property prepared by a qualified Ontario Land Surveyor illustrating the location of the buildings as they are presently configured indicating no encroachment, shall be supplied by the mortgagor.

Warranty: The Owner of the property must provide a warranty on closing that the building has never been insulated by UFFI and that there are no environmental problems relating to the properties and if any occur they will be attended to by the owner or the mortgage may be called at the Mortgagee's option.

Property Taxes: All property taxes owing to date must be paid in full and for prior years, if applicable on closing. The mortgage is payable in full if the property taxes are in arrears during the term of this mortgage.

Insurance: Throughout the term of the mortgage, the Mortgagor shall maintain at all times and furnish evidence of property damage insurance on an all risk basis, insuring the property for its full replacement value as their interests may from time to time appear. The Mortgagor will provide a copy of the subject property insurance policy to the mortgagee's solicitor for review prior to the advance of funds. The said insurance shall be satisfactory in all respects to the Mortgagee's solicitor. The Borrower should notice lender in advance for any canceled insurance or changed insurance. Otherwise, the Borrower will be charged \$200 for each maintaining notice caused by any fire insurance cancelation.

Assumability: Mortgage is payable in full at Mortgagee's option if there is a change in title.

Assignment: The lender may assign the beneficial interest in this mortgage to another lender with 30-day prior written notice to the Borrower. Therefore the legal documentation to be prepared by Lender's solicitor may include a mortgage assignment in registerable form.

Title: Title shall be free and clear of all liens, encumbrances and claims thereof save and except for this second mortgage and the first mortgages noted as above.

Mortgage Default: If upon default hereunder, inspections, document servings or attendances at the property are required or deemed advisable by the Mortgagee(s) or its agents or employees, whether done by the Mortgagee(s), its agents or employees, for each inspection or attendance at the property the Mortgagor agrees to pay the mortgagee(s) the amount of \$300.00 for each attendance in addition to any other costs due or payable hereunder. In case of default, the total loan amount will become overdue and the interest rate will be 21% per annum on all the balance overdue plus fees if applicable.

In case of default, the Lender can, at its sole discretion, take over existing first mortgage. For such new first mortgage by the Lender, the loan principal amount will include original first mortgage principal and all reasonable costs (accrued interest, admin fee, legal costs, and so on) paid to existing first lenders, with lender fee at 3% and interest rate at 9.9% per annum.

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Inspection: A satisfactory inspection by lenders, separate and apart from the appraisal.

Acceptance: This commitment shall not be re-assigned. This commitment shall be valid until 5:00 PM. February 28, 2021 and if not accepted by the Mortgagor by that date, this Commitment shall be null and void. The terms of the herein commitment shall survive the funding of this mortgage. The mortgagee reserves the right to decline or amend the commitment if not satisfied with the compliance with the set terms or independently on site inspection done by lenders themselves.

Personal Guarantee: This mortgage is required personal guaranteed by both mortgagor(s) and guarantor(s). Both mortgagor(s) and guarantor(s) agree to pay the loss to this mortgagee in case of the default by registering lien on any properties under mortgagor(s)' and guarantor(s)' both personal and business name(s). Mortgagor(s) and guarantor(s) agree mortgagee to be garnished for mortgagee's loss caused by the default of this mortgage.

Schedule A: Schedule A is part of this commitment

Schedule B: Schedule B is part of this commitment

Schedule C: Schedule C is part of this commitment

Schedule D: Schedule C is part of this commitment

If the above terms and conditions of this commitment are acceptable to you, we would ask that you please sign the acceptance certificate below and return to us at your earliest convenience.

Yours truly,

Fujia WANG

President of Prudent Excellence Mortgage Investment Corporation

Phone: 647-400 0186 / 905-597 7702

Fax: 905-597 7703

Email: frankwangprudent@gmail.com

350 Hwy 7 East, Suite 310, Richmond Hill, ON L4B 3N2

Date: February 26, 2021

PRUDENT EXCELLENCE
MORTGAGE INVESTMENT CORPORATION

Initials:

FW *SL* *SL*

ACCEPTANCE

I/We accept the terms and conditions contained herein and confirm that the information provided on my/our application in connection to my/our application for credit is correct. I/We take notice that you may be procuring and may be referring to a consumer report respecting me/us containing personal information and I/we hereby consent thereto and to the disclosure of such information to other credit grantors or consumer reporting agencies. I agree to pay the mortgagee(s) upon demand all costs without limiting the generality of the foregoing, legal fees, appraisal/inspection fees, application fees, and commitment fees in connection with this application.

I/We have read, understand and agree to the terms and conditions of the mortgage commitment attached.

Signed at _____ on this _____ day of _____ 2021.


x _____

Borrower: (name)


x _____

Guarantor: (name)


x _____

Guarantor: (name)

x _____

Guarantor: (name)

x _____

Witness: (name)

PRUDENT EXCELLENCE
MORTGAGE INVESTMENT CORPORATION

Initials:

Schedule A

1. **Due on Sale:** The mortgagor(s) and Guarantor(s) hereby agree that in the event, if without Lender's written consent, of a sale, transfer, conveyance or further encumbering of the Property, or a change in the legal or beneficial ownership of the Property or any part thereof, or a change in control of the Borrower, the Lender shall have the right, at its option, to immediately declare all unpaid principal and interest and accrued interest and costs and expenses owing to the Lender immediately due and payable to Lender.
2. Construction Lien Act: The Mortgagor(s) and Guarantor(s) hereby agrees to direct in writing that sufficient funds out of each subsequent advance, if any, under the contemplated mortgage may be invested with the lender to insure, in the Lender's sole opinion, the absolute priority of the said mortgage securing the within loan pursuant to the Construction Lien Act. Such funds shall be assigned to the Lender for the purposes aforesaid until the Lender is fully satisfied in its sole opinion as to its priority under the Construction Lien Act and that all lien rights in regards to the subject property have fully expired.
3. Default abandonment: Subject to Force Majeure, in the event of abandonment for a period in excess of eight (8) consecutive days, The Lender(s) shall be entitled to, after giving the Borrower(s) fifteen (15) days notice of any abandonment or failure to continue business operations or any failure to construct with due diligence and provided the Borrower fails to rectify same, forthwith withdraw and cancel its obligations hereunder and/or decline to advance further funds, if any, as the case may be and to declare any monies therefore advanced with interest to be forthwith due and payable to its sole opinion.
4. Due on Default: In the event of default under the loan, at the option of the Lender(s), the full principal balance together with interests and costs on a substantial indemnity basis in relation thereto shall become immediately due and payable. If a default occurs in the payment of the loan, the Borrowers shall be required to forthwith deliver to the Lender the Interest Deduction.

End.

Initials:
SL [Signature] SL

Schedule B

Other Fees (Fees are subject to change without notice)

Prepayment Charge*: Fully open at any time on 30 days prior written notice without penalty.

Increase (if agreed): Lawyer's Charge: Borrower shall pay upon Lender's request.
Service Charge: 1.5% of extra loan amount paid to PE MIC.

Extension/ Renewal: Lawyer's Charge: Borrower shall pay upon Lender's request.
Lender's fee: paid to PE MIC at 1.00% for every 3 months.

Legal Action and Fees: Lawyer's Charge: Borrower shall pay upon Lender's request.
Default administration: \$600 (to PE MIC).
Administration fee for payment of Condo Arrears or tax arrears: \$200 each time.
Notice fee or Attendance fee: \$300 each.

Payment: N.S.F. fee: \$250 each for any reasons.
Holding a payment/ delaying payment while permitted: \$100 each.
Default bonus: 3 month interest.

Statement: Current Statement: \$50 each.
Discharge Statement: \$300 each (to PE MIC).


Miscellaneous: Appraisal fee: Borrower shall pay upon Lender's request.
Inspection**: \$100 - \$500 each.
Documentation Fee**: \$300 each.
Lapse in impairment insurance: \$250 every 3 months.
Title Search**: \$150.
Refund Cheques: \$25 each.
Bank Draft: \$10 each.

* Prepayment charges: In the event of new set post-dated cheques are not received and interest overpayment is made, all overpayment will be credited to the mortgage balance at discharge.

** Inspection, title search and documentation fee may be applicable on each advance, increase, pay down, extension and every change, if any, to be made on the mortgage.

End.

PRUDENT EXCELLENCE
MORTGAGE INVESTMENT CORPORATION

Initials:


Schedule C

Lenders' principal and lender fee amount

LENDER NAME	PRINCIPAL (\$)	LENDER FEE (\$)	INTEREST
Prudent Excellence Mortgage Investment Corporation	600,000.00	18,000.00	63,000.00
Prudent Excellence Mortgage Investment Corporation (2 nd draw)	200,000.00	4,000.00	TBD

Note:

1. If the appraisal as-is value of the Property is less than \$5,700,000 upon closing, the initial loan advance amount will decrease to **50.0% loan-to-value ratio** and the lender fee will be adjusted pro-rotta to loan amount.
2. With the total amount remained as above, the details of lenders' principal and lender fee amount are subject to changes at Prudent Excellence Investment Management Inc.'s sole discretion with prior written notice by Prudent Excellence Mortgage Investment Corporation.

End.

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MORTGAGE INVESTMENT CORPORATION

Initials:
SL *SL* SL

Schedule D - Conditions Specific for Development and Construction Financing

This commitment letter is subject to satisfactory review by the Lender's solicitor of all following information:

- Project Details, including but not limited to:

- 1) Budget/ Proforma of the Project;
- 2) Drawings/Plans/Maps/and Layouts (subject to IE and/or architect for review);
- 3) Environment and Geotechnical Reports;
- 4) Most recent site plan application document package;
- 5) Tarion registration documents;
- 6) All other material agreements.

- Copies of all material contracts relating to the creation of obligations.

- Copies of debt obligations which are intended to continue (Note 1).

- Copies of debt obligations which are to be paid out and discharged (Note 1).

- Source & amount of equity by the borrower, except mortgages and / or bonds.

- LOI or Loan Agreement of Construction Financing by institutional lender, if any.

- Mortgage, loan and any other liens by other lenders or parties (Note 1).

- LP / GP or Company structure of the borrower (including but not limited to all By Laws, Articles of Incorporations, Shareholder, Director, and Officer's Register and Resolutions).

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Initials:

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- Appropriate resolutions authorizing the acceptance of the Loans by Corporate Borrower and the execution of this Agreement and all Loan Documents, appropriate certificates of incumbency and an opinion letter from Counsel for Borrower and the Guarantors subject to review by the Lender's Solicitor.

Notes:

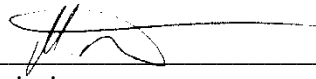
1. Normally we, the Lender of this mortgage, expect no other registered liens after our mortgage. If we are the 2nd mortgage lender, there should be no any special postponement / subordination / standstill conditions by the 1st mortgage lender to prevent the Lender from executing any enforcement actions without consent by or notice to the 1st mortgage lender.

End.

Initials:

SLASL

THIS IS EXHIBIT "G" REFERRED TO IN THE
AFFIDAVIT OF FUJIA (FRANK) WANG, SWORN
BEFORE ME THIS 22ND DAY OF FEBRUARY 2022

A handwritten signature in black ink, appearing to be 'Frank Wang', written over a horizontal line.

A Commissioner, etc.

Properties

PIN 58041 - 0138 LT *Interest/Estate* Fee Simple
Description PT LT 16 CON 8 WEST GWILLIMBURY AS IN RO261979 SAVE & EXCEPT PTS 1 & 3
 51R37039; TOWN OF BRADFORD WEST GWILLIMBURY
Address 2362 LINE 8
 BRADFORD

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 TRIUMPH DEVELOPMENT HK BRADFORD TWIN REGENCY INC.
Address for Service A10-3000 Highway 7 E, Markham,
 Ontario, L3R 6E1

I, Lu Shen (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 PRUDENT EXCELLENCE MORTGAGE INVESTMENT
 CORPORATION
Address for Service 350 Hwy 7 East, Suite 310, Richmond Hill, Ontario L4B 3N2

Statements

Schedule: See Schedules

Provisions

Principal \$800,000.00 *Currency* CDN
Calculation Period Monthly, not in advance
Balance Due Date 2022/03/03
Interest Rate 10.50 % per annum
Payments
Interest Adjustment Date 2021 03 03
Payment Date See Additional Provisions
First Payment Date
Last Payment Date 2022 03 03
Standard Charge Terms 200433
Insurance Amount Full insurable value
Guarantor Yuerong Wang and Lu Shen

Additional Provisions

First advance is Six Hundred Thousand Dollars (\$600,000.00) upon closing. Second advance is up to Two Hundred Thousand Dollars (\$200,000.00) upon receiving a positive feedback, to the Lenders satisfaction, to the second submission of the Site Plan Application from Bradford and York Region Government.

Interest for each draw will be prepaid to lenders and deducted from fund advance.

In case of default, the Lender can, at its sole discretion, take over existing first mortgage. For such new first mortgage by the Lender, the loan principal amount will include original first mortgage principal and all reasonable costs (accrued interest, admin fee, legal costs, and so on) paid to existing first lenders, with lender fee at 3% and interest rate at 9.9% per annum.

Signed By

Xin Sun 205-219 Oxford Street West acting for Signed 2021 03 05
 London Chargor(s)
 N6H 1S5

Tel 519-681-9180

Fax 519-681-9518

I have the authority to sign and register the document on behalf of the Chargor(s).

Submitted By

XS LAW PROFESSIONAL CORPORATION	205-219 Oxford Street West London N6H 1S5	2021 03 05
Tel	519-681-9180	
Fax	519-681-9518	

Fees/Taxes/Payment

Statutory Registration Fee	\$65.30
Total Paid	\$65.30

File Number

Chargee Client File Number : 01953-21

ADDITIONAL CHARGE PROVISIONS

This is a Schedule to a Charge on the lands and premises described as Part Lot 16, Concession 8, West Gwillimbury as in RO261979; Save & Except Parts 1 & 3 on Plan 51R37039, Town of Bradford West Gwillimbury. Municipally known as 2362 Line 8, Bradford West Gwillimbury, Ontario. (collectively, the "property")

Between:

Prudent Excellence Mortgage Investment Corporation
(as "Chargees")

and

Triumph Development HK Bradford Twin Regency Inc.
(as "Chargor")

-
1. The Chargor covenants and agrees that all the obligations, terms, covenants, warranties and stipulations on the part of the Chargor contained in the Mortgage Loan Agreement dated March 1, 2021 (the "Loan Agreement") between the Chargees and the Chargor form an integral part of this Charge and all such terms of the Loan Agreement shall be deemed to be part of this Charge and of the same force and effect as if they were fully set forth herein, and the Chargor covenants and agrees to keep and perform such terms and failure on the part of the Chargor to observe, keep and perform such terms shall constitute a default hereunder and this charge shall then be deemed to be in default. The Loan Agreement shall survive the disbursement of the loan secured by this Charge and shall remain in full force and effect for the benefit of the Chargee. To the extent that any term or terms of the Loan Agreement conflicts with any term or terms of this Charge, the Loan Agreement shall govern.
 2. The term of the Charge is Twelve (12) months. It is fully open for repayment at any time on 30 days prior written notice without penalty.
 3. Subject to the condition that there having been no default by the Chargor during the original term of this loan, based on market price of financing and in favor of long-term partnership, renewal or extension of at least 30 days may be granted at the Lender's sole discretion.
 4. If the Chargor defaults in paying the monthly payments or any other fees, charges or expenses due under this Charge, the Chargees shall add any arrears, including arrears of interest, to the then outstanding principal loan amount and add interest thereon, at the rate required by this Charge, compounded monthly, both before and after the balance due date, default and judgment on all such arrears, and this additional interest shall be payable by the Chargor immediately when required by the Chargee, both before and after the balance due date, default and judgment.
 5. Except as permitted by the terms of the Loan Agreement, the Chargor shall not grant or permit any further charge or encumbrance of any nature to be registered against the property without the prior written consent of the Chargees; and if the Chargor shall at any time sell, transfer, convey or otherwise dispose of or further encumber all or part of the property without the prior written consent of the Chargees, then, at the Chargees' option, this Charge shall immediately become due and payable in full including interest to the maturity date of this Charge.
 6. In the event that the Chargor is in default in any other charge registered against all or part of the property, the Chargor shall be deemed to be in default under this Charge and the Chargees shall be entitled to pursue all of the remedies contained herein for a default under this Charge.
 7. In the event that the full principal amount is not paid on or before the maturity date hereof, the Chargees shall be entitled to require a payment equal to three (3) months' interest on the principal amount outstanding prior to permitting repayment thereof by the Chargor.
 8. For a complete list of fees applicable, refer to Schedule B of the Loan Agreement.

The followings shall apply except to the extent that any term or terms conflicts with any term or terms of the Loan Agreement, the Loan Agreement shall govern.

(a) In the event of the return of any of the Chargor's cheques, unpaid by the financial institution upon which they were drawn, for any reason whatsoever, or any payment remains unpaid when due, the Chargor shall pay to the Chargee the sum of Three Hundred Dollars (\$300.00) plus H.S.T. for each

Initial of Chargor/Guarantors

 zv *el* *gv*

such occurrence as the Chargee's liquidated damages and not as penalty, which damages, if unpaid, shall be added to the principal sum then outstanding and shall bear interest at the rate set out herein.

(b) In the event of the cancellation of the fire insurance policy covering all or part of the herein mortgaged property, for any reason whatsoever, the Chargor shall pay to the Chargees the sum of Five Hundred Dollars (\$500.00) plus IIST for each such occurrence, as the Chargees' liquidated damages and not as penalty, which damages, if unpaid, shall be added to the principal sum then outstanding and shall bear interest at the rate herein stated. The Chargor shall provide proof of insurance to the Chargees at the Chargees' request. In the event that the Chargees deem it necessary to arrange for insurance to be placed on all or part of the herein mortgaged property, any amount paid by the Chargees thereof, if not reimbursed to the Chargees, shall form part of the indebtedness secured by this Charge bearing interest at the rate set out herein. The Chargor shall also pay to the Chargees a fee in the amount of Five Hundred Dollars (\$500.00) plus HST on each occasion on which the Chargees arrange the placement of insurance over the herein mortgaged property, which shall also form part of the indebtedness secured by this Charge and, if unpaid, shall bear interest at the rate set out herein.

(c) In the event of default in payment of any amount due from time to time or the default of any covenant, or implied covenant, term or condition in this Charge and additional provisions thereof, the Chargor shall pay to the Chargees the sum of Three Hundred Dollars (\$300.00) plus HST for each such occurrence of default, as the Chargees' liquidated damages and not as penalty, which damages if unpaid, shall be added to the principal sum then outstanding and shall bear interest at the rate set out herein. Furthermore, in the event of default, the Chargees shall be entitled to property inspection fees at the rate of Five Hundred Dollars (\$500.00) plus HST per inspection as may be required in the sole discretion of the Chargees. The Chargor hereby agrees to wholly indemnify the Chargees for all solicitor's fees and disbursements incurred by the Chargees on a solicitor and client scale, in the event of default.

(d) The Chargor hereby agrees to pay \$350.00 plus H.S.T. to the Chargees' solicitor for the preparation of each and every mortgage statement requested by the Chargor and such amount, if unpaid, shall bear interest at the rate herein stated and shall form part of the indebtedness secured by this Charge.

(e) The Chargees shall have the exclusive right to prepare and execute the Discharge of Charge for this Charge. The Chargor shall pay a fee of \$550.00 plus H.S.T. to the Chargees' solicitor for the preparation of the Discharge of Charge in addition to each mortgage statement fee, the Chargees' solicitor's fee calculated on an hourly rate basis for any extraordinary time spent in connection with the Discharge, other disbursements and registration fee.

(f) If there is any default by the Chargor under this Charge and the Chargees instruct their solicitor to issue a letter or notice to the Chargor demanding for compliance with the terms of the Charge, the Chargor shall pay the Chargees' legal fee in an amount of not less than \$1,000.00 plus disbursements and H.S.T. for each such demand letter issued by the Chargees' solicitor.

(g) Should default be made by the Chargor in the observance or performance of any of the covenants, provisions, agreements or conditions contained in this Charge, the Chargees reserve the right to enter into the Property and to receive the rents and profits and shall be entitled to receive in addition to all other fees, charges and disbursements to which the Chargees are entitled, a management fee of Two Hundred Dollars (\$200.00) per day for administering the maintenance and security of the Property as well as an administration fee of \$300.00 for each attendance at the Property by or on behalf of the Chargees during the course of the management of the Property.

(h) In the event any legal action is commenced for any breach by the Chargor, in addition to its legal fees, the Chargees shall be entitled to charge an administration fee of One Thousand Five Hundred Dollars (\$1,500.00) plus HST.

9. In addition to any other events of default noted elsewhere herein, the happening of any of the following shall constitute a "default" under this Charge:
- a. if the Chargor shall make default under any one or more of the covenants, conditions, terms, agreements, provisions and obligations herein contained by and on the part of the said Chargor to be kept, observed and performed;
 - b. if the Chargor becomes insolvent or bankrupt, or a trustee in bankruptcy be appointed for the charged or if the charged shall make a general assignment for the benefit of creditors or shall go into liquidation either voluntarily or under an order of a court of competent jurisdiction or otherwise acknowledges his insolvency;

Initial of Chargor/Guarantors

24 N

- c. if there is a change of control of any corporate Chargor to a person or persons not approved by the Chargees, in writing;
- d. if at any time there is or has been any discrepancy or inaccuracy in any written information, statements or representations made or furnished to the Chargees by or on behalf of the Chargor with respect to all or part of the herein mortgaged property or any of the Chargor's financial condition and responsibility, and if such discrepancies or inaccuracies are material and cannot be rectified or nullified by the Chargor to the satisfaction of the Chargees within thirty (30) days of written notification thereof to the Chargor;
- e. if the Chargor shall make default under any one or more of the covenants, agreements, provisions, obligations, representations;
- f. if the Chargor obtains any subsequent financing or refinancing of the property, other than such financing as exists on the date of registration of this Charge, without having obtained the prior written approval of the Chargees; and
- g. if there is litigation or any other proceeding, application, claim or action pending or threatened before any court, administrative board, or other tribunal which, if determined adversely to the Chargor, in the opinion of the Chargees would materially affect the herein mortgaged property or would have a material adverse effect on the financial condition of the Chargor or the income of the property.

Upon the occurrence of any default, the Chargees may, at their sole option, avail themselves of any or all of the remedies contained herein or at law.

Notwithstanding anything in this Charge to the contrary, the Chargor shall be entitled to a period of five (5) business days from receipt from the Chargees of notice of a default to remedy the default and, if the Chargor cures the default during such period, there shall be deemed to have been no default.

- 10. Upon the occurrence of a default under this Charge, all principal and interest and any other charges or fees due under this Charge shall become due and payable in full.
- 11. The Chargor covenants and agrees to pay all property taxes, all public utility rates and insurance premiums as and when they come due, to keep all encumbrances and agreements in good standing, to comply with all zoning, by-laws, standards and work orders and to rectify any work orders, deficiency notices and/or letters of compliance within thirty (30) days of receipt of notice thereof and to cause to be discharged or release registration of any liens of any nature or kind within thirty (30) day of registration of such lien(s). The failure by the Chargor to comply with this covenant shall constitute an event of default hereunder and entitle the Chargees, at their sole option, to avail themselves of the remedies available hereunder and at law.

In addition, at the Chargees' sole option, the Chargor hereby agrees that the Chargees may, if the Chargor fails to comply as aforesaid, satisfy any matter raised in the preceding paragraph or other encumbrance now or hereafter existing or to arise or to be claimed upon the mortgaged property, and the amount 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 out herein and shall be payable forthwith by the Chargor and, in default of payment, the entire principal sum, all accrued and unpaid interest and all costs shall become immediately payable at the option of the Chargees and the remedies hereby given and/or available at law may be exercised forthwith without notice.

- 12. The Chargor acknowledges and agrees that any and all costs as may be incurred from time to time by the Chargees in order to effect compliance or avoid any adverse ramifications of the Bankruptcy and Insolvency Act (Canada) (or other insolvency legislation) shall be entirely for the account of the Chargor.
- 13. If the lands covered by this Charge 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 sum from the said date of payment to the date the said principal sum or balance thereof remaining unpaid would otherwise under the provisions of this Charge become due and payable.
- 14. The Chargees may pay all of their expenses of collecting any payments not received from the Chargor when due ("Collection Expenses"). These expenses shall include, but not limited to, all of the Chargees' legal expenses on a solicitor and client basis. The Chargor agrees that, immediately upon request, the Chargor will reimburse the Chargees all such Collection Expenses. Until paid, such Collection Expenses shall be added to the outstanding principal hereunder and shall be a Charge on the lands covered by this Charge. Interest is payable by the Chargor on all Collection Expenses at the interest rate provided in this Charge

Initial of Chargor/Guarantors

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until such expenses are paid in full by the Chargor. Any default by the Chargor in paying Collection Expenses due to the Chargees shall be deemed a default under this Charge and the Chargees shall thereupon be entitled to exercise any and all of the rights and remedies contained in this Charge.

15. In the event the Chargees shall, without fault on its part, be made a party to any litigation commenced by or against the Chargor, the Chargor shall protect and hold the Chargees harmless therefrom and shall pay all costs, expenses and solicitors and counsel's fees incurred by the Chargees on a solicitor and his own client basis. Such costs shall be a Charge on the Property and may be added to the loan secured hereby.
16. In the event that any part of the Property should become the matrimonial home of the Chargor, then the principal amount herein secured and all interest payable up to the maturity date of this Charge shall, at the sole option of the Chargees, become immediately due and payable unless the spouse of the Chargor consents to this Charge and release to the Chargees his or her interest in the Property.
17. For the purpose of the 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.
18. The Chargees shall be entitled to assign this Charge and all of the Chargees' right, title and interest under this Charge to any third party (the "Assignee") at any time without prior notice to the Chargor whereupon the Chargor shall fulfil his obligations to the Assignee as if it were named the original Chargees under this Charge.
19. If the Property is or is intended to be used for residential purposes then the following provisions shall apply:
 - a. the Chargor represents, warrants, covenants and agrees that no part of the Property are rented or occupied by a Tenant (as defined herein) and further covenants and agrees not to rent, lease, enter into a tenancy agreement of or allow occupancy by a Tenant of the whole or any part of the Property (any of the aforesaid being hereinafter referred to as "Renting") without first obtaining the consent in writing of the Chargees which consent may be refused at the sole discretion of the Chargees; further the Chargor covenants and agrees not to enter into any negotiations with respect to Renting without the consent in writing of the Chargees, which consent may be refused, restricted or made conditional at the sole discretion of the Chargees; if a restricted or conditional consent to Renting or negotiations relating to Renting is given, the Chargor covenants and agrees to abide by such restrictions or conditions.
 - b. The Renting of the whole or any part of the Property without the written consent of the Chargees shall be deemed to have been done with the object of discouraging the Chargees from taking possession of the Property on default or adversely affecting the value of the Chargees' interest in the Property within the meaning of Section 52(1) of the Mortgages Act.
 - c. In the event that any of the covenants contained in this section shall be breached then, at the option of the Chargees, all monies hereby secured with accrued interest thereon shall forthwith become due and payable.
 - d. If the whole or any part of the Property is rented to a Tenant with or without the consent of the Chargees, then at such time as the Chargees are entitled to enforce their rights under the Charge by reason of default of the Chargor, the Chargees may, at their discretion, pay to any Tenant a sum of money, in such amount as they consider advisable, as consideration for obtaining the cooperation of such Tenant in selling the Property, showing the Property and obtaining possession from the Tenant or for any one or more of the above. It is recognized that the payment of such amount will be a cost of realization on this security and the amount so paid shall be added to the debt hereby secured and be a Charge on the Property and shall bear interest at the rate required by this Charge and shall have priority over all encumbrances subsequent to the Charge and shall be payable forthwith by the Chargor to the Chargees; the Chargor hereby appoints the Chargees to be his true and lawful attorneys and agents to enforce all the terms of any tenancy agreement entered into by the Chargor with respect to all or any part of the Property and to cancel or terminate any such tenancy agreement and in this connection to make, sign and execute any and all documents in the name of the Chargor which they, as Chargees, may consider desirable.
 - e. When used in this section Tenant shall have the meaning set out in Section 2 of the *Residential Tenancies Act*, 2006, or in the applicable section of its succeeding legislation.

APPOINTMENT OF RECEIVER

20. AT ANY TIME after the security hereby constituted becomes enforceable, or the monies hereby secured shall have become payable, the Chargees may from time to time appoint by writing a Receiver of the Property, with or without Bond, and may from time to time remove the Receiver and appoint

Initial of Chargor/Guarantors

21 SL W

another in his stead, and such Receiver appointed hereunder shall have the following powers:

- (a) to take possession of the Property 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/she/it/they 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 Property and to do all necessary acts and things for the carrying on of the business of the Chargor and the protection of the Property;
- (c) to sell or lease or concur in selling or leasing any or all of the Property, 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 Property; 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 Property 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 Chargees 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 Chargees 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 Property for any other property suitable for the purposes of the Chargees 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 Property 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 herein and the amounts from time to time payable under such certificates shall be a Charge upon the Property 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 Property, to defend all suits, proceedings and actions against the Chargor or the Receiver, to appear in and conduct the prosecution and defense 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 Property, 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 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.

21. 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 continued, 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.

22. The net profits of the business of the Chargor and the net proceeds of any sale of the Property 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;

Initial of Chargor/Guarantors

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- (b) Secondly, in payment of all costs, charges and expenses payable hereunder;
 - (c) Thirdly, in payment to the Chargees of the principal sum owing hereunder;
 - (d) Fourthly, in payment to the Chargees 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.
23. The Chargees shall not be liable to the Receiver for his/her/its 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/her/its own gross negligence or wilful default; and he/she/it 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/her/its/their acts and defaults and for his/her/its/their remuneration.
 24. In the event that the Chargees shall waive enforcement of any of the covenants, terms and conditions contained herein, or extend time to the Chargor, within which to remedy any such default, then such waiver, or extension of time shall not operate as a waiver or as an extension of time for the notification of any of the other covenants terms and conditions of this Charge.
 25. In the event that any provision contained in this Charge, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, then the remainder of this Charge or the application of such provision to persons or circumstances other than those to which it is 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.
 26. The necessary grammatical changes required to make the provisions of this Charge apply in the plural sense where the Chargor comprises more than one party or entity and to the corporations, associations, partnerships or individuals, males or females, comprising the Chargor, in all cases will be assumed as though in each case fully expressed.
 27. If conflict or ambiguity exists or arises between any one or more of the provisions contained in this Schedule of Additional Provisions and any one or more of the provisions contained in the Standard Charge Terms, the provisions contained in this Schedule shall, to the extent of such conflict or ambiguity, be deemed to govern and prevail.

I/We have been given a copy of this Schedule to the Charge. My/our solicitor has explained to me/us all of the terms of this Schedule to Charge and I/we understand and accept all of the provisions in this Schedule to Charge.

DATED at Markham, this 04 day of March, 2021.

TRIUMPH DEVELOPMENT/HK BRADFORD TWIN REGENCY INC.

Per: 
 Name: Lu Shen
 Title: Director


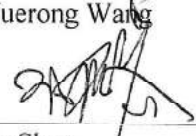
I have authority to bind the corporation.

Guarantor(s):

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF**

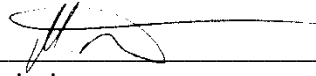
Witness:




 Yuerong Wang

 Lu Shen

Initial of Chargor/Guarantors SL SL

THIS IS EXHIBIT "H" REFERRED TO IN THE
AFFIDAVIT OF FUJIA (FRANK) WANG, SWORN
BEFORE ME THIS 22ND DAY OF FEBRUARY 2022

A handwritten signature in black ink, appearing to be 'F. Wang', written over a horizontal line.

A Commissioner, etc.

Properties

PIN 58041 - 0138 LT
Description PT LT 16 CON 8 WEST GWILLIMBURY AS IN RO261979 SAVE & EXCEPT PTS 1 & 3
 51R37039; TOWN OF BRADFORD WEST GWILLIMBURY
Address BRADFORD

Consideration

Consideration \$1,870,538.95

Claimant(s)

Name 10853828 CANADA INC.
Address for Service c/o Goldman Sloan Nash & Haber LLP
 Barristers & Solicitors
 1600-480 University Avenue
 Toronto, ON M5G 1V2

Attention: Paul Hancock
 Tel.: 416-597-7881; Fax: 416-597-3370
 Email: hancock@gsnh.com

I, Mohammad Mehdi Mehdi Haj-Shaifiei, am the agent of the lien claimant and have informed myself of the facts stated in the claim for lien and believe them to be true.

I, Mohammad Mehdi Mehdi Haj-Shaifiei, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Statements

Name and Address of Owner Triumph Development HK Bradford Twin Regency Inc., A10-3000 Highway 7, Markham, ON L3R 4X9
 Name and address of person to whom lien claimant supplied services or materials Triumph Development HK Bradford Twin Regency Inc., A10-3000 Highway 7, Markham, ON L3R 4X9 Time within which services or materials were supplied from 2017/06/08 to 2021/04/06
 Short description of services or materials that have been supplied Provided project management services to develop 10 acre subject land including obtaining all approvals and engaging consultants and related parties to prepare drawings and reports Contract price or subcontract price \$2,613,290.00 inclusive of HST Amount claimed as owing in respect of services or materials that have been supplied \$1,870,538.95 inclusive of HST

The lien claimant claims a lien against the interest of every person identified as an owner of the premises described in said PIN to this lien

Signed By

Paul Leigh Hancock 480 University Ave, # 1600 acting for Signed 2021 04 06
 Toronto Applicant(s)
 M5G 1V2

Tel 416-597-9922

Fax 416-597-3370

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

GOLDMAN SLOAN NASH & HABER LLP 480 University Ave, # 1600 2021 04 06
 Toronto
 M5G 1V2

Tel 416-597-9922

Fax 416-597-3370

Fees/Taxes/Payment

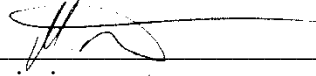
Statutory Registration Fee \$65.30

Total Paid \$65.30

File Number

Claimant Client File Number : 0093020001

THIS IS EXHIBIT "I" REFERRED TO IN THE
AFFIDAVIT OF FUJIA (FRANK) WANG, SWORN
BEFORE ME THIS 22ND DAY OF FEBRUARY 2022

A handwritten signature in black ink, appearing to be 'F. Wang', written over a horizontal line.

A Commissioner, etc.

Properties

PIN 58041 - 0138 LT
Description PT LT 16 CON 8 WEST GWILLIMBURY AS IN RO261979 SAVE & EXCEPT PTS 1 & 3
 51R37039; TOWN OF BRADFORD WEST GWILLIMBURY
Address BRADFORD

Consideration

Consideration \$1,404,036.78

Claimant(s)

Name DELBROOK TRIUMPHANT BUILDERS INC.
Address for Service c/o Goldman Sloan Nash & Haber LLP
 Barristers & Solicitors
 1600-480 University Avenue
 Toronto, ON M5G 1V2

Attention: Paul Hancock
 Tel: 416-597-7881; Fax: 416-597-3370
 Email: hancock@gsnh.com

I, Mehdi Shaifiei, am the agent of the lien claimant and have informed myself of the facts stated in the claim for lien and believe them to be true.

I, Mehdi Shaifiei, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Statements

Name and Address of Owner Triumph Development HK Bradford Twin Regency Inc., A10-3000 Highway 7, Markham, ON L3R 4X9
 Name and address of person to whom lien claimant supplied services or materials Triumph Development HK Bradford Twin Regency Inc., A10-3000 Highway 7, Markham, ON L3R 4X9 Time within which services or materials were supplied from 2020/03/03 to 2021/04/06
 Short description of services or materials that have been supplied Drawings, construction management services, and labour and material for 239 condominium unit project Contract price or subcontract price \$3,827,113.00 inclusive of HST Amount claimed as owing in respect of services or materials that have been supplied \$1,404,036.78 inclusive of HST

The lien claimant claims a lien against the interest of every person identified as an owner of the premises described in said PIN to this lien

Signed By

Paul Leigh Hancock 480 University Ave, # 1600 acting for Signed 2021 04 06
 Toronto Applicant(s)
 M5G 1V2

Tel 416-597-9922

Fax 416-597-3370

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

GOLDMAN SLOAN NASH & HABER LLP 480 University Ave, # 1600 2021 04 06
 Toronto
 M5G 1V2

Tel 416-597-9922

Fax 416-597-3370

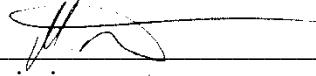
Fees/Taxes/Payment

Statutory Registration Fee \$65.30
Total Paid \$65.30

File Number

Claimant Client File Number : 0093020001

THIS IS EXHIBIT "J" REFERRED TO IN THE
AFFIDAVIT OF FUJIA (FRANK) WANG, SWORN
BEFORE ME THIS 22ND DAY OF FEBRUARY 2022

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

A Commissioner, etc.

Properties

PIN 58041 - 0138 LT
Description PT LT 16 CON 8 WEST GWILLIMBURY AS IN RO261979 SAVE & EXCEPT PTS 1 & 3
 51R37039; TOWN OF BRADFORD WEST GWILLIMBURY
Address BRADFORD

Consideration

Consideration \$16,385.15

Claimant(s)

Name GERRITS ENGINEERING LIMITED
Address for Service c/o Dooley Lucenti LLP
 Barristers and Solicitors
 10 Checkley Street
 Barrie, ON L4N 1W1

I, Joshua D. Small, Vice President, am the agent of the lien claimant and have informed myself of the facts stated in the claim for lien and believe them to be true.

I, Joshua D. Small, Vice President, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Statements

Name and Address of Owner Triumph Development HK Bradford Twin Regency Inc., 2362 8th Line, Bradford, ON L3Z 3G3 and A10-3000 Hwy 7 E, Markham, ON L3R6E1 Name and address of person to whom lien claimant supplied services or materials Triumph Development HK Bradford Twin Regency Inc. and/or Delbrook Triumphant Builders Inc. and/or Delbrook Group Time within which services or materials were supplied from 2020/07/29 to 2021/03/16 Short description of services or materials that have been supplied To provide mechanical and electrical engineering services Contract price or subcontract price \$109,610.00 (incl. of HST) Amount claimed as owing in respect of services or materials that have been supplied \$16,385.15 (incl. of HST)

The lien claimant claims a lien against the interest of every person identified as an owner of the premises described in said PIN to this lien Schedule: Address of person to whom lien claimant supplied services: 2362 8th Line, Bradford, ON L3Z 3G3 and A10-3000 Hwy 7 E, Markham, ON L3R 6E1 and 310-350 Highway 7 East, Richmond Hill, ON L4B 3N2

Signed By

Eric Onil Gionet 10 Checkley Street acting for Signed 2021 04 29
 Barrie Applicant(s)
 L4N 1W1

Tel 705-792-7963

Fax 705-792-7964

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

DOOLEY LUCENTI LLP 10 Checkley Street 2021 04 30
 Barrie
 L4N 1W1

Tel 705-792-7963

Fax 705-792-7964

Fees/Taxes/Payment

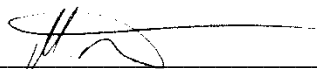
Statutory Registration Fee \$65.30

Total Paid \$65.30

File Number

Claimant Client File Number : 89129

THIS IS EXHIBIT "K" REFERRED TO IN THE
AFFIDAVIT OF FUJIA (FRANK) WANG, SWORN
BEFORE ME THIS 22ND DAY OF FEBRUARY 2022

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned above a solid horizontal line.

A Commissioner, etc.



Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Electronically issued : 20-May-2021
Délivré par voie électronique : 20-May-2021
Barrie

ARTICLE 1 OF the *Construction Act*, R.S.O. 1990, c. C.30

B E T W E E N:

10853828 CANADA INC.

Plaintiff

and

TRIUMPH DEVELOPMENT HK BRADFORD TWIN REGENCY INC. and
PRUDENT EXCELLENCE MORTGAGE INVESTMENT CORPORATION

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANT

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.

-2-

Date May 20, 2021 Issued by _____
Local Registrar

Address of Superior Court of Justice
court office: 75 Mulcaster Street
Barrie ON L4M 3P2

TO: Triumph Development HK Bradford Twin Regency Inc.
A10-3000 Highway 7
Markham ON L3R 4X9

AND TO: Triumph Development HK Bradford Twin Regency Inc.
2 Sunrise Ridge Trail
Stouffville, ON L4A 0C9

AND TO: Prudent Excellence Mortgage Investment Corporation
350 Highway 7 East, Suite 310
Richmond Hill ON L4B 3N2

CLAIM

1. The plaintiff 10853828 Canada Inc. ("10853828 Canada") claims as against all of the defendants:

- (a) Payment of the sum of \$1,870,538.95;
- (b) a declaration and judgment that 10853828 Canada is entitled to a construction lien against all of the estate, title, and interest of the defendants in the property hereinafter described against which the construction lien in the amount of \$1,870,538.95, inclusive of all applicable taxes, which was registered in respect of the improvements to which 10853828 Canada supplied its labour, services and materials as hereinafter set forth in the attached Schedule "A";
- (c) that upon default of payment of the sum of \$1,870,538.95 plus costs and interests, the estate and interest of the defendants in the lands and premises to which the lien hereafter described attaches, and which lands and premises are described in the claim for lien of the plaintiff in the attached Schedule "A" (the "Lands") be sold and the proceeds applied toward payment of 10853828 Canada's claim pursuant to the provisions of the *Construction Act*, R.S.O. 1990 c. C.30 as amended (the "CA");
- (d) declaration that the plaintiff's lien referred to herein has full priority over the mortgage (charge) in favour of the defendant Prudent Excellence Mortgage Investment Corporation, or alternatively, priority over the said mortgage to the extent that any portion of said mortgage advanced by said defendant exceeded the actual value of the lands and premises which are the subject matter of this

-4-

action at the time the first lien arose, or, in the further alternative, priority over said mortgages to the extent of any unadvanced portions, or, in the further alternative, priority to the extent that there are deficiencies in the holdback required to be retained pursuant to the provisions of the CA;

- (e) a declaration that Triumph Development HK Bradford Twin Regency Inc. is an owner within the meaning of the CA;
- (f) payment of costs on a substantial indemnity scale together with any applicable taxes which may be payable in any amount pursuant to the *Excise Tax Act*, R.S.C. 1980, as amended, and any other legislation enacted by the Government of Canada;
- (g) prejudgment interest in accordance with section 128 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (h) postjudgment interest in accordance with section 129 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (i) a charge upon any security posted in court to the credit of this action pursuant to Section 44(7) of the CA, as amended;
- (j) for purposes of the aforesaid and for all other purposes, that all proper directions be given, inquiries made and accounts taken; and
- (k) such further and other relief this Honourable Court may deem just.

THE PARTIES

2. 10853828 Canada is a corporation duly incorporated pursuant to the laws of the Province of Ontario, carrying on business, inter alia, as a project manager with a registered office in the Town of Richmond Hill, in the Regional Municipality of York.

3. The defendant Triumph Development HK Bradford Twin Regency Inc. ("Triumph") is a corporation duly incorporated pursuant to the laws of Canada, and is the registered owner and a statutory owner of the lands and premises described in the Claim for Lien pursuant to Section 1(1) of the CA.

4. The defendant Prudent Excellence Mortgage Investment Corporation ("Prudent") is a private lender of monies and at all material times was a mortgagee/chargee of the Lands pursuant to a first charge registered as Instrument No. SC1760648 on March 5, 2021 in the amount of \$800,000.00 in the Land Registry Office of the Land Titles Division of Simcoe (No. 51) (hereinafter the "Prudent Mortgage").

5. 10853828 Canada states that the Prudent Mortgage was given by Prudent for the purpose of securing the financing of the construction of the improvement and therefore 10853828 Canada's lien referred to herein has full priority over the mortgage to the extent of any deficiencies in the holdbacks that are required to be retained for its benefit by the defendants pursuant to the CA. In the alternative, 10853828 Canada claims that its lien has priority over the mortgage to the extent that any portion of the mortgage advanced exceeded the actual value of the Lands at the time when the first lien arose with respect to the improvement. In the further alternative, 10853828 Canada claims that its lien has priority over the mortgage to the extent of any advances made while a lien was preserved or perfected

against the Lands and/or after Prudent had received written notice of a lien. In the further alternative, 10853828 Canada claims that its lien has priority over the mortgage to the extent of any unadvanced portions thereof. 10853828 Canada pleads and relies upon section 78 of the CA.

THE CONTRACT

6. 10853828 Canada states that on or about June 8, 2017, Montanaro Project Management Professionals Inc. ("Montanaro") entered into a contract with the owner, Triumph (hereinafter the "Contract") for Montanaro to provide all plans, permits, studies, project management services, and engage consultants and related parties to prepare drawings and reports for the construction of a 239 condominium unit project (hereinafter the "Project").

7. In or about June 2019, with the knowledge and consent of Triumph, Montanaro assigned the Contract to 10853828 Canada and 10853828 began to perform Montanaro's work in accordance with the Contract.

8. Pursuant to the Contract, 10853828 Canada supplied material and services to the said Project at the request of Triumph and was owed the sum of \$1,870,538.95, inclusive of HST, for said material and services.

9. 10853828 Canada last supplied material and services to the said improvement on or about April 6, 2021.

10. By reason of supplying material and services as hereinbefore set out, 10853828 Canada became and is entitled to a lien against the lands and premises more particularly

described in the Claim for Lien hereinafter set forth, in the sum of \$1,870,538.95, inclusive of HST, together with interest and costs of this action pursuant to the relevant provisions of the CA.

11. On or about April 6, 2021, 10853828 Canada, in accordance with the CA, caused its Claim for Lien to be registered in the Registry Office for the Land Titles Division of Simcoe (No. 51) as Instrument No. SC1768868, which Claim for Lien was in the words and figures set out in Schedule "A" attached hereto to this Statement of Claim.

12. The improvement referred to herein, which is more particularly described in the said Claim for Lien, is the lands upon which 10853828 Canada's services were supplied and installed.

13. 10853828 Canada states that Triumph, pursuant to its statutory obligations, was required to maintain not only the statutory holdback required to be maintained pursuant to the CA, but in addition thereto, the amount of 10853828 Canada's Claim for Lien in the sum of \$1,870,538.95, inclusive of HST. 10853828 Canada therefore states that it is entitled to be paid by Triumph the said sum due and owing to it as hereinbefore set out. 10853828 Canada pleads and relies upon section 24 of the CA.

14. 10853828 Canada states that by reason of it supplying the said labour and materials it agreed to supply, as hereinbefore described, that it enhanced the value of the lands and premises described in the Claim for Lien and that Triumph has received the benefit of same and have been unjustly enriched in the amount of \$1,870,538.95 at the expense of and to the detriment of 10853828 Canada. 10853828 Canada therefore pleads and relies upon the *doctrines of unjust enrichment and quantum meruit*.

-8-

15. To date, Triumph has refused and/or neglected to pay 10853828 Canada all amounts due to their breach of the Contract.

16. 10853828 Canada proposes that this action be tried at the City of Barrie, in the County of Simcoe.

Dated: May 20, 2021

GOLDMAN SLOAN NASH & HABER LLP

Barristers & Solicitors
480 University Ave, Suite 1600
Toronto ON M5G 1V2

Paul Hancock - LSO# 56791T

hancock@gsnh.com
Tel: 416-597-7881
Fax: 416-597-3370

Lawyers for the Plaintiff

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 1

Properties

PIN 58041 - 0138 LT
Description PT LT 16 CON 8 WEST GWILLIMBURY AS IN RO261979 SAVE & EXCEPT PTS 1 & 3
 51R37039; TOWN OF BRADFORD WEST GWILLIMBURY
Address BRADFORD

Consideration

Consideration \$1,870,538.95

Claimant(s)

Name 10853828 CANADA INC.
Address for Service c/o Goldman Sloan Nash & Haber LLP
 Barristers & Solicitors
 1600-480 University Avenue
 Toronto, ON M5G 1V2

Attention: Paul Hancock
 Tel.: 416-597-7881; Fax: 416-597-3370
 Email: hancock@gsnh.com

I, Mohammad Mehdi Mehdi Haj-Shaifiei, am the agent of the lien claimant and have informed myself of the facts stated in the claim for lien and believe them to be true.

I, Mohammad Mehdi Mehdi Haj-Shaifiei, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Statements

Name and Address of Owner Triumph Development HK Bradford Twin Regency Inc., A10-3000 Highway 7, Markham, ON L3R 4X9
 Name and address of person to whom lien claimant supplied services or materials Triumph Development HK Bradford Twin Regency Inc., A10-3000 Highway 7, Markham, ON L3R 4X9 Time within which services or materials were supplied from 2017/06/08 to 2021/04/06
 Short description of services or materials that have been supplied Provided project management services to develop 10 acre subject land including obtaining all approvals and engaging consultants and related parties to prepare drawings and reports Contract price or subcontract price \$2,613,290.00 inclusive of HST Amount claimed as owing in respect of services or materials that have been supplied \$1,870,538.95 inclusive of HST

The lien claimant claims a lien against the interest of every person identified as an owner of the premises described in said PIN to this lien

Signed By

Paul Leigh Hancock 480 University Ave, # 1600 acting for Signed 2021 04 06
 Toronto Applicant(s)
 M5G 1V2

Tel 416-597-9922

Fax 416-597-3370

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

GOLDMAN SLOAN NASH & HABER LLP 480 University Ave, # 1600 2021 04 06
 Toronto
 M5G 1V2

Tel 416-597-9922

Fax 416-597-3370

Fees/Taxes/Payment

Statutory Registration Fee \$65.30

Total Paid \$65.30

File Number

Claimant Client File Number : 0093020001

-and- TRIUMPH DEVELOPMENT I HK BRAUFURK I WIN KEUENLY
INC. et al.

Plaintiff

Defendants

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF the *Construction Act*, R.S.O. 1990, c. C.30

PROCEEDING COMMENCED AT BARRIE

STATEMENT OF CLAIM

GOLDMAN SLOAN NASH & HABER LLP

Barristers & Solicitors

480 University Ave, Suite 1600

Toronto ON M5G 1V2

Tel: 416-597-9922

Fax: 416-597-3370

Paul Hancock - LSO# 56791T

Tel: 416-597-7881

hancock@gsnh.com

Lawyers for the Plaintiff



Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Electronically issued : 20-May-2021
Délivré par voie électronique : 20-May-2021
Barrie

ARTICLE 1 OF the *Construction Act*, R.S.O. 1990, c. C.30

B E T W E E N:

DELBROOK TRIUMPHANT BUILDERS INC.

Plaintiff

and

TRIUMPH DEVELOPMENT HK BRADFORD TWIN REGENCY INC. and
PRUDENT EXCELLENCE MORTGAGE INVESTMENT CORPORATION

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANT

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.

Date May 20, 2021 Issued by _____
Local Registrar

Address of Superior Court of Justice
court office: 75 Mulcaster Street
Barrie ON L4M 3P2

TO: Triumph Development HK Bradford Twin Regency Inc.
A10-3000 Highway 7
Markham ON L3R 4X9

AND TO: Triumph Development HK Bradford Twin Regency Inc.
2 Sunrise Ridge Trail
Stouffville, ON L4A 0C9

AND TO: Prudent Excellence Mortgage Investment Corporation
350 Highway 7 East, Suite 310
Richmond Hill ON L4B 3N2

CLAIM

1. The plaintiff Delbrook Triumphant Builders Inc. ("Delbrook") claims as against all of the defendants:

- (a) Payment of the sum of \$1,404,036.78;
- (b) a declaration and judgment that Delbrook is entitled to a construction lien against all of the estate, title, and interest of the defendants in the property hereinafter described against which the construction lien in the amount of \$1,404,036.78, inclusive of all applicable taxes, which was registered in respect of the improvements to which Delbrook supplied its labour, services and materials as hereinafter set forth in the attached Schedule "A";
- (c) that upon default of payment of the sum of \$1,404,036.78 plus costs and interests, the estate and interest of the defendants in the lands and premises to which the lien hereafter described attaches, and which lands and premises are described in the claim for lien of the plaintiff in the attached Schedule "A" (the "Lands") be sold and the proceeds applied toward payment of Delbrook's claim pursuant to the provisions of the *Construction Act*, R.S.O. 1990 c. C.30 as amended (the "CA");
- (d) declaration that the plaintiff's lien referred to herein has full priority over the mortgage (charge) in favour of the defendant Prudent Excellence Mortgage Investment Corporation, or alternatively, priority over the said mortgage to the extent that any portion of said mortgage advanced by said defendant exceeded the actual value of the lands and premises which are the subject matter of this

-4-

action at the time the first lien arose, or, in the further alternative, priority over said mortgages to the extent of any unadvanced portions, or, in the further alternative, priority to the extent that there are deficiencies in the holdback required to be retained pursuant to the provisions of the *CLA*;

- (e) a declaration that Triumph Development HK Bradford Twin Regency Inc. is an owner within the meaning of the *CA*;
- (f) payment of costs on a substantial indemnity scale together with any applicable taxes which may be payable in any amount pursuant to the *Excise Tax Act*, R.S.C. 1980, as amended, and any other legislation enacted by the Government of Canada;
- (g) Payment of interest at the contractual rate of 2% per annum above the prime rate, compounded monthly, as quoted by TD Bank of Canada, for the first sixty (60) days of non-payment on the total amount found due and owing by the defendants;
- (h) Payment of interest at the contractual rate of 4% per annum above the prime rate, compounded monthly, as quoted by TD Bank of Canada, after the first sixty (60) days of non-payment on the total amount found due and owing by the defendants;
- (i) In the alternative to paragraphs 1(g) and 1(h) above, prejudgment interest in accordance with section 128 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;

-5-

- (j) In the alternative to paragraph 1 (h) above, postjudgment interest in accordance with section 129 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (k) A charge upon any security posted in court to the credit of this action pursuant to Section 44(7) of the CA, as amended;
- (l) for purposes of the aforesaid and for all other purposes, that all proper directions be given, inquiries made and accounts taken; and
- (m) such further and other relief this Honourable Court may deem just.

THE PARTIES

2. Delbrook is a corporation duly incorporated pursuant to the laws of the Province of Ontario, carrying on business, inter alia, as a Construction Manager with a registered office in the Town of Richmond Hill, in the Regional Municipality of York.

3. The defendant Triumph Development HK Bradford Twin Regency Inc. ("Triumph") is a corporation duly incorporated pursuant to the laws of Canada, and is the registered owner and a statutory owner of the lands and premises described in the Claim for Lien pursuant to Section 1(1) of the CA.

4. The defendant Prudent Excellence Mortgage Investment Corporation ("Prudent") is a private lender of monies and at all material times was a mortgagee/chargee of the Lands pursuant to a first charge registered as Instrument No. SC1760648 on March 5, 2021 in the amount of \$800,000.00 in the Land Registry Office of the Land Titles Division of Simcoe (No. 51) (hereinafter the "Prudent Mortgage").

5. Delbrook states that the Prudent Mortgage was given by Prudent for the purpose of securing the financing of the construction of the improvement and therefore Delbrook's lien referred to herein has full priority over the mortgage to the extent of any deficiencies in the holdbacks that are required to be retained for its benefit by the defendants pursuant to the CA. In the alternative, Delbrook claims that its lien has priority over the mortgage to the extent that any portion of the mortgage advanced exceeded the actual value of the Lands at the time when the first lien arose with respect to the improvement. In the further alternative, Delbrook claims that its lien has priority over the mortgage to the extent of any advances made while a lien was preserved or perfected against the Lands and/or after Prudent had received written notice of a lien. In the further alternative, Delbrook claims that its lien has priority over the mortgage to the extent of any unadvanced portions thereof. Delbrook pleads and relies upon section 78 of the CA.

THE CONTRACT

6. Delbrook states that on or about March 3, 2020, Delbrook entered into a CCDC 5B construction management contract with the owner, Triumph, (hereinafter the "Contract") for Delbrook to provide all drawings, construction management services, and labour and material for the construction of a 239 condominium unit project (hereinafter the "Project").

7. Pursuant to the Contract, Delbrook supplied material and services to the said Project at the request of Triumph and is owed the sum of \$1,404,036.78, inclusive of HST, for said material and services.

8. In that regard, Delbrook was responsible for and obtained registration of the Project with the Tarion Warranty Corporation.

9. Delbrook last supplied material and services to the said improvement on or about April 6, 2021.

10. By reason of supplying material and services as hereinbefore set out, Delbrook became and is entitled to a lien against the lands and premises more particularly described in the Claim for Lien hereinafter set forth, in the sum of \$1,404,036.78, inclusive of HST, together with interest and costs of this action pursuant to the relevant provisions of the CA.

11. On or about April 6, 2021, Delbrook, in accordance with the CA, caused its Claim for Lien to be registered in the Registry Office for the Land Titles Division of Simcoe (No. 51) as Instrument No. SC1768859, which Claim for Lien was in the words and figures set out in Schedule "A" attached hereto to this Statement of Claim.

12. The improvement referred to herein, which is more particularly described in the said Claim for Lien, is the lands upon which Delbrook's services were supplied and installed.

13. Delbrook states that Triumph, pursuant to its statutory obligations, was required to maintain not only the statutory holdback required to be maintained pursuant to the CA, but in addition thereto, the amount of Delbrook's Claim for Lien in the sum of \$1,404,036.78, inclusive of HST. Delbrook therefore states that it is entitled to be paid by Triumph the said sum due and owing to it as hereinbefore set out. Delbrook pleads and relies upon section 24 of the CA.

14. Delbrook states that by reason of it supplying the said labour and materials it agreed to supply, as hereinbefore described, that it enhanced the value of the lands and premises described in the Claim for Lien and that Triumph has received the benefit of same and have been unjustly enriched in the amount of \$1,404,036.78 at the expense of and to the

-8-

detriment of Delbrook. Delbrook therefore pleads and relies upon the *doctrines of unjust enrichment* and *quantum meruit*.

15. To date, Triumph has refused and/or neglected to pay Delbrook all amounts due to their breach of the Contract.

16. Delbrook proposes that this action be tried at the City of Barrie, in the County of Simcoe.

Dated: May 20, 2021

GOLDMAN SLOAN NASH & HABER LLP

Barristers & Solicitors
480 University Ave, Suite 1600
Toronto ON M5G 1V2

Paul Hancock - LSO# 56791T

hancock@gsnh.com

Tel: 416-597-7881

Fax: 416-597-3370

Lawyers for the Plaintiff

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 1

Properties

PIN 58041 - 0138 LT
Description PT LT 16 CON 8 WEST GWILLIMBURY AS IN RO261979 SAVE & EXCEPT PTS 1 & 3
 51R37039; TOWN OF BRADFORD WEST GWILLIMBURY
Address BRADFORD

Consideration

Consideration \$1,404,036.78

Claimant(s)

Name DELBROOK TRIUMPHANT BUILDERS INC.
Address for Service c/o Goldman Sloan Nash & Haber LLP
 Barristers & Solicitors
 1600-480 University Avenue
 Toronto, ON M5G 1V2

 Attention: Paul Hancock
 Tel: 416-597-7881; Fax: 416-597-3370
 Email: hancock@gsnh.com

I, Mehdi Shaifiei, am the agent of the lien claimant and have informed myself of the facts stated in the claim for lien and believe them to be true.

I, Mehdi Shaifiei, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Statements

Name and Address of Owner Triumph Development HK Bradford Twin Regency Inc., A10-3000 Highway 7, Markham, ON L3R 4X9
 Name and address of person to whom lien claimant supplied services or materials Triumph Development HK Bradford Twin Regency Inc., A10-3000 Highway 7, Markham, ON L3R 4X9 Time within which services or materials were supplied from 2020/03/03 to 2021/04/06
 Short description of services or materials that have been supplied Drawings, construction management services, and labour and material for 239 condominium unit project Contract price or subcontract price \$3,827,113.00 inclusive of HST Amount claimed as owing in respect of services or materials that have been supplied \$1,404,036.78 inclusive of HST

The lien claimant claims a lien against the interest of every person identified as an owner of the premises described in said PIN to this lien

Signed By

Paul Leigh Hancock 480 University Ave, # 1600 acting for Signed 2021 04 06
 Toronto Applicant(s)
 M5G 1V2

Tel 416-597-9922

Fax 416-597-3370

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

GOLDMAN SLOAN NASH & HABER LLP 480 University Ave, # 1600 2021 04 06
 Toronto
 M5G 1V2

Tel 416-597-9922

Fax 416-597-3370

Fees/Taxes/Payment

Statutory Registration Fee \$65.30
Total Paid \$65.30

File Number

Claimant Client File Number : 0093020001

Plaintiff

Court File No./N° du dossier du greffe: CV-21-00000698-0000
-and- TRIUMPH DEVELOPMENT І ПІД ПРАВОМ ІНЦ. et al.
Defendants

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF the Construction Act, R.S.O. 1990, c. C.30
PROCEEDING COMMENCED AT BARRIE**

STATEMENT OF CLAIM

GOLDMAN SLOAN NASH & HABER LLP

Barristers & Solicitors
480 University Ave, Suite 1600
Toronto ON M5G 1V2
Tel: 416-597-9922
Fax: 416-597-3370

Paul Hancock - LSO# 56791T

Tel: 416-597-7881
hancock@gsnh.com

Lawyers for the Plaintiff



Court File No.

Electronically issued : 08-Jun-2021
Délivré par voie électronique : 08-Jun-2021
Barrie

ONTARIO
SUPERIOR COURT OF JUSTICE

MATTER OF *the Construction Act, R.S.O. 1990, c. C.30*

B E T W E E N:

GERRITS ENGINEERING LIMITED

Plaintiff

and

**TRIUMPH DEVELOPMENT HK BRADFORD TWIN REGENCY INC.,
DELBROOK TRIUMPHANT BUILDERS INC., DELBROOK GROUP,
PETER VANDER KOOIJ, LENI VANDER KOOIJ and
PRUDENT EXCELLENCE MORTGAGE INVESTMENT CORPORATION**

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANT(s)

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.

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IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU

2

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.

~~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 _____

Issued by _____
Local Registrar

Address of court office: 75 Mulcaster Street
Barrie, ON L4M 3P2

TO: **TRIUMPH DEVELOPMENT HK BRADFORD TWIN REGENCY INC.**
2362 8th Line
Bradford, ON L3Z 3G3
-and-
A10-3000 Highway 7 E
Markham, ON L3R 6E1
-and/or-
310-350 Highway 7 East
Richmond Hill, ON L4B 3N2

AND TO: **DELBROOK TRIUMPHANT BUILDERS INC.**
2362 8th Line
Bradford, ON L3Z 3G3
-and-
A10-3000 Highway 7 E
Markham, ON L3R 6E1
-and/or-
310-350 Highway 7 East
Richmond Hill, ON L4B 3N2

AND TO: **DELBROOK GROUP**
2362 8th Line
Bradford, ON L3Z 3G3
-and-
A10-3000 Highway 7 E
Markham, ON L3R 6E1
-and/or-
310-350 Highway 7 East
Richmond Hill, ON L4B 3N2

AND TO: **PETER VANDER KOOIJ**
Box 760
Bradford, ON L3Z 2B3

AND TO: **LENI VANDER KOOIJ**
Box 760
Bradford, ON L3Z 2B3

AND TO: **PRUDENT EXCELLENCE MORTGAGE INVESTMENT CORPORATION**
350 Hwy 7 East, Suite 310
Richmond Hill, ON L4B 3N2

CLAIM

1. The Plaintiff claims from the Defendants:

- (a) payment of the sum of \$16,385.15;
- (b) prejudgment interest on the amount awarded at the rate of 1.5 per month (18% per annum) from April 30, 2021 to the date of Judgment, or, in the alternative, prejudgment interest pursuant to the *Courts of Justice Act*, R.S.O. 1990, c.C.43;
- (c) postjudgment interest at the rate of 1.5% per month (18% per annum) or, in the alternative, pursuant to the *Courts of Justice Act*, R.S.O. 1990, c.C.43;
- (d) its costs of this action on a substantial indemnity basis;
- (e) a declaration that the Plaintiff is entitled to a lien;
- (f) a charge on any and all holdbacks required to be retained pursuant to the *Construction Lien Act*, R.S.O. 1990 c. C-30;
- (g) full priority over the mortgages of the defendants, Peter Vander Kooij, Leni Vander Kooij and Prudent Excellence Mortgage Investment Corporation, referred to herein; in the alternative, priority over the said mortgages to the extent that any portion of the mortgages advanced exceeded the actual value of the premises at the time when the first lien arose; in the alternative, priority over the said mortgages to the extent of any unadvanced portion thereof at the time when the first lien arose; or in the further alternative priority over the said mortgages to the extent of any advances made by the mortgagees or any of them after notice of lien was received; or in the further alternative, priority over the said mortgages to the extent of any deficiencies in the holdback required to be retained pursuant to the *Construction Act*, R.S.O. 1990, c. C. 30;
- (h) that in default of payment of the sum of \$16,385.15 and interest and costs by the Defendants, all the estate and interest of the said Defendants in the Subject Lands hereinafter set out be sold and the proceeds applied in and towards payment of the Plaintiff's claim, costs and interest pursuant to the *Construction Act*, R.S.O. 1990, c. C. 30;
- (i) for the purposes aforesaid, and for all other purposes, that all proper directions be given, inquiries made and accounts taken; and
- (j) such further and other relief as the Honourable Court may deem fit and just.

The Parties

2. The plaintiff, Gerrits Engineering Limited (“**Gerrits**”), is a corporation under the laws of Ontario, having its registered office in the City of Barrie and who carries on business providing mechanical and electrical engineering and related services.

3. The defendant, Triumph Development HK Bradford Twin Regency Inc. (“**Triumph Development**”), is a corporation incorporated under the laws of the Province of Ontario, having its registered office in Richmond Hill, Ontario. Triumph Development is the registered Owner of the lands and premises identified by P.I.N. 58041-0138 (LT) as more fully and legally described in the Construction Lien attached hereto as Schedule “A” (the “**Subject Lands**”).

4. The defendant, Delbrook Triumphant Builders Inc. (“**Delbrook Triumphant**”), is a corporation incorporated under the laws of Canada, having its registered office in Richmond Hill, Ontario.

5. The defendants, Triumph Development, Delbrook Triumphant and Delbrook Group are hereinafter collectively referred to as “**Triumph Development**” or the “**Owner**”.

6. The defendants, Peter Vander Kooij and Leni Vander Kooij, are mortgagees with respect to the Subject Lands. On June 19, 2017 a mortgage for the principal sum of \$2,795,000.00 was registered against the Subject Lands as Instrument No. SC1421256 in favour of Peter Vander Kooij and Leni Vander Kooij (the “**Vander Kooij Mortgage**”).

7. The defendant, Prudent Excellence Mortgage Investment Corporation, is a mortgagee with respect to the Subject Lands. On March 5, 2021 a mortgage for the principal sum of \$800,000.00 was registered against the Subject Lands as Instrument No. SC1760648 in favour of Prudent Mortgage

Investment Corporation (the “**Prudent Mortgage**”).

The Agreement and Indebtedness

8. On or about July 29, 2020 Triumph Development entered into an agreement (the “**Agreement**”) with Gerrits whereby Gerrits agreed to provide mechanical and electrical engineering services to Triumph Development with respect to the improvement on the Subject Lands.

9. From July 29, 2020 to March 16, 2021, Gerrits provided its services (the “Goods”) to the Subject Lands pursuant to its Agreement with Triumph Development. Gerrits has honoured and complied with the terms and conditions of its Agreement with Triumph Development.

10. The amount due and owing to Gerrits under its Agreement with Triumph Development with respect to the Subject Lands as of April 30, 2021 is the sum of \$16,385.15 plus interest and legal costs. Despite demands for payment, and in breach of the Agreement, Triumph Development has refused or neglected to pay the amount outstanding to Gerrits.

The Construction Lien

11. By reason of supplying the Goods to the Subject Lands, Gerrits became entitled to a lien upon the estate and interest of the Owner in the Subject Lands more fully described in the Construction Lien attached hereto as Schedule “A” for the sum of \$16,385.15 plus interest and legal costs.

12. On April 30, 2021, pursuant to the *Construction Act*, Gerrits registered a Construction Lien in the Land Titles Office for Simcoe County (No. 51) as Instrument Number SC1776388, a true copy of which is attached hereto as Schedule “A”.

/

13. The Subject Lands referred to in this Statement of Claim and as described in the Construction Lien attached hereto are the Subject Lands to which Gerrits supplied its goods hereinbefore set forth and for the direct benefit of the Owner.

14. In addition, and in the alternative, Gerrits states that the Defendants have been unjustly enriched by Gerrits's services and that Gerrits has suffered a corresponding deprivation. Gerrits relies on the doctrine of unjust enrichment and claims compensation on a *quantum meruit* basis.

Interest

15. Gerrits claims interest from the Defendants on the amount claimed at a rate of 1.5% per month (18% per annum) pursuant to the Agreement.

16. In the alternative, Gerrits claims interest on the amount claimed pursuant to the *Courts of Justice Act*, R.S.O. 1990, and c.C.43.

The Vander Kooij Mortgage

17. The Plaintiff claims that the Vander Kooij Mortgage was given and taken with the intention of securing the financing of the improvement, and/or taken out to repay such mortgage, and the Plaintiff claims that its lien has full priority over the Vander Kooij Mortgage. In the alternative, the Plaintiff claims,

- (a) Priority over the said mortgage to the extent of any deficiency in the holdback required to be retained by the Owner; and/or
- (b) Priority over the said mortgage to the extent that any portion advanced exceeded the actual value of the premises at the time when the first lien arose; and/or
- (c) Priority over the said mortgage to the extent of any unadvanced portions thereof; and/or

- (d) Priority over said mortgage to the extent of any advance made at a time when there was a preserved or perfected lien against the lands and premises hereinafter described, or after receipt of written notice of a lien.

The Prudent Mortgage

18. The Plaintiff claims that the Prudent Mortgage was given and taken with the intention of securing the financing of the improvement, and/or taken out to repay such mortgage, and the Plaintiff claims that its lien has full priority over the Prudent Mortgage. In the alternative, the Plaintiff claims,

- (a) Priority over the said mortgage to the extent of any deficiency in the holdback required to be retained by the Owner; and/or
- (b) Priority over the said mortgage to the extent that any portion advanced exceeded the actual value of the premises at the time when the first lien arose; and/or
- (c) Priority over the said mortgage to the extent of any unadvanced portions thereof; and/or
- (d) Priority over said mortgage to the extent of any advance made at a time when there was a preserved or perfected lien against the lands and premises hereinafter described, or after receipt of written notice of a lien.

Date: June , 2021

DOOLEY LUCENTI LLP

Barristers and Solicitors
10 Checkley St.
Barrie, ON L4N 1W1

Eric O. Gionet (LSUC 40204P)

egionet@dllaw.ca

Andrew Wood (64286R)

awood@dllaw.ca

Tel: (705) 792-7963

Fax: (705) 792-7964

Lawyers for the Plaintiff

LRO # 51 Construction Lien

Received as SC1776388 on 2021 04 30 at 10:00

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 1

Properties

PIN 58041 - 0138 LT
Description PT LT 16 CON 8 WEST GWILLIMBURY AS IN RO261979 SAVE & EXCEPT PTS 1 & 3
51R37039; TOWN OF BRADFORD WEST GWILLIMBURY
Address BRADFORD

Consideration

Consideration \$16,385.15

Claimant(s)

Name GERRITS ENGINEERING LIMITED
Address for Service c/o Dooley Lucenti LLP
Barristers and Solicitors
10 Checkley Street
Barrie, ON L4N 1W1

I, Joshua D. Small, Vice President, am the agent of the lien claimant and have informed myself of the facts stated in the claim for lien and believe them to be true.

I, Joshua D. Small, Vice President, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Statements

Name and Address of Owner Triumph Development HK Bradford Twin Regency Inc., 2362 8th Line, Bradford, ON L3Z 3G3 and A10-3000 Hwy 7 E, Markham, ON L3R6E1 Name and address of person to whom lien claimant supplied services or materials Triumph Development HK Bradford Twin Regency Inc. and/or Delbrook Triumphant Builders Inc. and/or Delbrook Group Time within which services or materials were supplied from 2020/07/29 to 2021/03/16 Short description of services or materials that have been supplied To provide mechanical and electrical engineering services Contract price or subcontract price \$109,610.00 (incl. of HST) Amount claimed as owing in respect of services or materials that have been supplied \$16,385.15 (incl. of HST)

The lien claimant claims a lien against the interest of every person identified as an owner of the premises described in said PIN to this lien Schedule: Address of person to whom lien claimant supplied services: 2362 8th Line, Bradford, ON L3Z 3G3 and A10-3000 Hwy 7 E, Markham, ON L3R 6E1 and 310-350 Highway 7 East, Richmond Hill, ON L4B 3N2

Signed By

Eric Onil Gionet 10 Checkley Street acting for Signed 2021 04 29
Barrie Applicant(s)
L4N 1W1

Tel 705-792-7963

Fax 705-792-7964

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

DOOLEY LUCENTI LLP 10 Checkley Street 2021 04 30
Barrie
L4N 1W1

Tel 705-792-7963

Fax 705-792-7964

Fees/Taxes/Payment

Statutory Registration Fee \$65.30
Total Paid \$65.30

File Number

Claimant Client File Number : 89129

GERRITS ENGINEERING LIMITED
Plaintiff

-and-
Defendants

TRIUMPH DEVELOPMENT HK BRADFORD TWIN REGENCY
INC. et al.
Defendants

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT
BARRIE

STATEMENT OF CLAIM

DOOLEY LUCENTI LLP
Barristers and Solicitors
10 Checkley Street
Barrie, ON L4N 1W1

Eric O. Gionet (40204P)
egionet@dllaw.ca
Andrew Wood (64286R)
awood@dllaw.ca

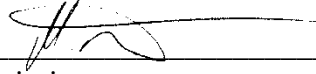
Tel: (705) 792-7963
Fax: (705) 792-7964

Lawyers for the Plaintiff

File Number: 89129

RCP-E 4C (May 1, 2011)

THIS IS EXHIBIT "L" REFERRED TO IN THE
AFFIDAVIT OF FUJIA (FRANK) WANG, SWORN
BEFORE ME THIS 22ND DAY OF FEBRUARY 2022

A handwritten signature in black ink, appearing to be 'F. Wang', written over a horizontal line.

A Commissioner, etc.

ONTARIO
SUPERIOR COURT OF JUSTICE
IN THE MATTER OF THE *CONSTRUCTION ACT*, R.S.O. 1990, c. C30

B E T W E E N:

10853828 CANANDA INC.

Plaintiff

and

TRIUMPH DEVELOPMENT HK BRADFORD TWIN REGENCY INC. and
PRUDENT EXCELLENCE MORTGAGE INVESTMENT CORPORATION

Defendants

STATEMENT OF DEFENCE

1. The defendant, Prudent Excellence Mortgage Investment Corporation, admit the allegations contained in paragraph 4 of the statement of claim except for the fact that the mortgage/charge is a second mortgage.
2. The defendant, Prudent Excellence Mortgage Investment Corporation, deny the allegations contained in paragraphs 1 and 5 of the statement of claim.
3. The defendant, Prudent Excellence Mortgage Investment Corporation, have no knowledge in respect of the allegations contained in paragraphs 2, 3, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15 of the statement of claim.
4. The defendant, Prudent Excellence Mortgage Investment Corporation (hereinafter referred to as the “Defendant”), is a mortgage investment corporation with head office located in the Municipality of Richmond Hill, in the Province of Ontario, and were at all material times,

mortgagees of the lands owned by the defendant, Triumph Development HK Bradford Twin Regency Inc. (“Triumph”) and described in the plaintiff’s Claim for Lien (the “Lands”).

5. The Defendant admits that, by Instrument No. SC1760648 registered against the title to Lands on March 5, 2021, the Lands were mortgaged in favour of the Defendants for the sum of \$800,000.00 on the terms and conditions set out therein (the “Mortgage”).
6. The Defendant have no knowledge of the amount due and owing to the plaintiff for services and/or materials it provided Triumph Development HK Bradford Twin Regency Inc. and puts the plaintiff to the strict proof thereof.
7. The Defendant denies that their mortgage was taken out with the intention to secure the financing of any improvement provided by the plaintiff.
8. The Defendant denies that they were required to holdback any amounts for the benefit of the plaintiff under the *Construction Lien Act* or any other statute.
9. The Defendant states that at the time of the advances under their mortgage, the plaintiff had not preserved or perfected its lien against title to the Lands secured by their mortgage.
10. The Defendant also states that, prior to any advance, they had not received notice from the plaintiff regarding the plaintiff’s lien.
11. The Defendant denies that the plaintiff’s lien has any priority over their mortgage as alleged or at all.

12. The Defendant further states that the controlling interest of the plaintiff corporation, **Mohammad Mehdi Mehdi Haj-Shaifiei**, was also a Director or Officer of the Defendant “Triumph” at the time when the Mortgage was committed. Therefore, the plaintiff was aware of the Mortgage and had ample opportunity to provide notice to the Defendant regarding any alleged owed payments leading to the lien. The plaintiff failed to provide any notice to the Defendant before the advance of mortgage funds and thus should not have any priority over the Mortgage.
13. The Defendant, Prudent Excellence Mortgage Investment Corporation, asks that this action be dismissed against them with costs.

June 15th, 2021

XS Law Professional Corporation

Barristers & Solicitors
1370 Don Mills Road, Suite 212
Toronto, Ontario M3B 3N7

Xin Sun (69885Q)
xin@xsunlaw.com
Tel: (905) 564-5836
Fax: (519) 681-9518

Solicitors for the Defendant
Prudent Excellence Mortgage Investment
Corporation

TO: **Goldman Sloan Nash & Haber LLP**

Barristers and Solicitors
480 University Ave, Suite 1600
Toronto, Ontario M5G 1V2

Paul Hancock (56791T)
Tel: (416)-597-7881
Fax: (416)-597-3370
Solicitors for the Plaintiff
10853828 Canada Inc.

SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT BARRIE

STATEMENT OF DEFENCE

XS Law Professional Corporation
Barristers & Solicitors
1370 Don Mills Road, Suite 212
Toronto, Ontario M3B 3N7

Xin Sun (69885Q)
Tel: (905) 564-5836
Fax: (519) 681-9518

Solicitors for the Defendant
Prudent Excellence Mortgage Investment Corporation

ONTARIO
SUPERIOR COURT OF JUSTICE
IN THE MATTER OF THE *CONSTRUCTION ACT*, R.S.O. 1990, c. C30

B E T W E E N:

DELBROOK TRIUMPHANT BUILDERS INC.

Plaintiff

and

TRIUMPH DEVELOPMENT HK BRADFORD TWIN REGENCY INC. and
PRUDENT EXCELLENCE MORTGAGE INVESTMENT CORPORATION

Defendants

STATEMENT OF DEFENCE

1. The defendant, Prudent Excellence Mortgage Investment Corporation, admit the allegations contained in paragraph 4 of the statement of claim except for the fact that the mortgage/charge is a second mortgage.
2. The defendant, Prudent Excellence Mortgage Investment Corporation, deny the allegations contained in paragraphs 1 and 5 of the statement of claim.
3. The defendant, Prudent Excellence Mortgage Investment Corporation, have no knowledge in respect of the allegations contained in paragraphs 2, 3, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15 of the statement of claim.
4. The defendant, Prudent Excellence Mortgage Investment Corporation (hereinafter referred to as the “Defendant”), is a mortgage investment corporation with head office located in the Municipality of Richmond Hill, in the Province of Ontario, and were at all material times,

mortgagees of the lands owned by the defendant, Triumph Development HK Bradford Twin Regency Inc. (“Triumph”) and described in the plaintiff’s Claim for Lien (the “Lands”).

5. The Defendant admits that, by Instrument No. SC1760648 registered against the title to Lands on March 5, 2021, the Lands were mortgaged in favour of the Defendants for the sum of \$800,000.00 on the terms and conditions set out therein (the “Mortgage”).
6. The Defendant have no knowledge of the amount due and owing to the plaintiff for services and/or materials it provided Triumph Development HK Bradford Twin Regency Inc. and puts the plaintiff to the strict proof thereof.
7. The Defendant denies that their mortgage was taken out with the intention to secure the financing of any improvement provided by the plaintiff.
8. The Defendant denies that they were required to holdback any amounts for the benefit of the plaintiff under the *Construction Lien Act* or any other statute.
9. The Defendant states that at the time of the advances under their mortgage, the plaintiff had not preserved or perfected its lien against title to the Lands secured by their mortgage.
10. The Defendant also states that, prior to any advance, they had not received notice from the plaintiff regarding the plaintiff’s lien.
11. The Defendant denies that the plaintiff’s lien has any priority over their mortgage as alleged or at all.

12. The Defendant further states that the controlling interest of the plaintiff corporation, **Mohammad Mehdi Mehdi Haj-Shaifiei**, was also a Director or Officer of the Defendant “Triumph” at the time when the Mortgage was committed. Therefore, the plaintiff was aware of the Mortgage and had ample opportunity to provide notice to the Defendant regarding any alleged owed payments leading to the lien. The plaintiff failed to provide any notice to the Defendant before the advance of mortgage funds and thus should not have any priority over the Mortgage.
13. The Defendant, Prudent Excellence Mortgage Investment Corporation, therefore asks that this action be dismissed against them with costs.

June 15th, 2021

XS Law Professional Corporation

Barristers & Solicitors
1370 Don Mills Road, Suite 212
Toronto, Ontario M3B 3N7

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Solicitors for the Defendant
Prudent Excellence Mortgage Investment
Corporation

TO: **Goldman Sloan Nash & Haber LLP**

Barristers and Solicitors
480 University Ave, Suite 1600
Toronto, Ontario M5G 1V2

Paul Hancock (56791T)
Tel: (416)-597-7881
Fax: (416)-597-3370
Solicitors for the Plaintiff
Delbrook Triumphant Builders Inc.

SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT BARRIE

STATEMENT OF DEFENCE

XS Law Professional Corporation
Barristers & Solicitors
1370 Don Mills Road, Suite 212
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Tel: (905) 564-5836
Fax: (519) 681-9518

Solicitors for the Defendant
Prudent Excellence Mortgage Investment Corporation

ONTARIO
SUPERIOR COURT OF JUSTICE
IN THE MATTER OF *THE CONSTRUCTION ACT, R.S.O. 1990, c. C30*

B E T W E E N:

GERRITS ENGINEERING LIMITED

Plaintiff

and

TRIUMPH DEVELOPMENT HK BRADFORD TWIN REGENCY INC.,
DELBROOK TRIUMPHANT BUILDERS INC., DELBROOK GROUP,
PETER VANDER KOOIJ, LENI VANDER KOOIJ and
PRUDENT EXCELLENCE MORTGAGE INVESTMENT CORPORATION

Defendants

STATEMENT OF DEFENCE

1. The defendant, Prudent Excellence Mortgage Investment Corporation, admit the allegations contained in paragraph 7 of the statement of claim.
2. The defendant, Prudent Excellence Mortgage Investment Corporation, deny the allegations contained in paragraphs 1 and 18 of the statement of claim.
3. The defendant, Prudent Excellence Mortgage Investment Corporation, have no knowledge in respect of the allegations contained in paragraphs 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 of the statement of claim.
4. The defendant, Prudent Excellence Mortgage Investment Corporation (hereinafter referred to as the “**Defendant**”), is a mortgage investment corporation with head office located in the Municipality of Richmond Hill, in the Province of Ontario, and were at all material times, mortgagees of the lands owned by the defendant, Triumph Development HK Bradford Twin Regency Inc. (“**Triumph**”) and described in the plaintiff’s Claim for

Lien (the “**Lands**”).

5. The Defendant admits that, by Instrument No. SC1760648 registered against the title to Lands on March 5, 2021, the Lands were mortgaged in favour of the Defendants for the sum of \$800,000.00 on the terms and conditions set out therein (the “**Mortgage**”).
6. The Defendant have no knowledge of the amount due and owing to the plaintiff for services and/or materials it provided Triumph and puts the plaintiff to the strict proof thereof.
7. The Defendant denies that their mortgage was taken out with the intention to secure the financing of any improvement provided by the plaintiff.
8. The Defendant denies that they were required to holdback any amounts for the benefit of the plaintiff under the *Construction Act* or any other statute.
9. The Defendant states that at the time of the advances under their mortgage, the plaintiff had not preserved or perfected its lien against title to the Lands secured by their mortgage.
10. The Defendant also states that, prior to any advance, they had not received notice from the plaintiff regarding the plaintiff’s lien.
11. The Defendant denies that the plaintiff’s lien has any priority over their mortgage as alleged or at all.
12. The Defendant, Prudent Excellence Mortgage Investment Corporation, requests that this action be dismissed against them with costs payable by Gerrits Engineering Limited.

August 19th, 2021

XS Law Professional Corporation
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1370 Don Mills Road, Suite 212
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Fax: (519) 681-9518

Lawyers for the Defendant
Prudent Excellence Mortgage Investment
Corporation

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Egionet@dllaw.ca
Andrew Wood (64286R)
awood@dllaw.ca
Tel: (705)792-7963
Fax: (705)792-7964

Lawyers for the Plaintiff

AND TO: **Triumph Development HK Bradford Twin Regency Inc.**
2362 8th Line
Bradford, ON L3Z 3G3
-and-
A10-3000 Highway 7 E
Markham, ON L3R 6E1
-and/or-
310-350 Highway 7 East
Richmond Hill, ON L4B 3N2

AND TO: **DELBROOK TRIUMPHANT BUILDERS INC.**
2362 8th Line
Bradford, ON L3Z 3G3
-and-
A10-3000 Highway 7 E
Markham, ON L3R 6E1
-and/or-
310-350 Highway 7 East
Richmond Hill, ON L4B 3N2

AND TO: **DELBROOK GROUP**
2362 8th Line
Bradford, ON L3Z 3G3
-and-
A10-3000 Highway 7 E
Markham, ON L3R 6E1

-and/or-
310-350 Highway 7 East
Richmond Hill, ON L4B 3N2

AND TO: **PETER VANDER KOOLJ**
Box 760
Bradford, ON L3Z 3B3

AND TO: **LENI VANDER KOOLJ**
Box 760
Bradford, ON L3Z 3B3

GERRITS ENGINEERING LIMITED. v. TRIUMPH DEVELOPMENT HK BRADFORD TWIN REGENCY INC. et al.

Plaintiff

Defendants

Court File No. CV-21-00000767-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT BARRIE

STATEMENT OF DEFENCE

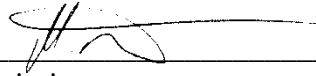
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Ziyi Tang (81289J)
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Tel: (905) 564-5836
Fax: (519) 681-9518

Lawyers for the Defendant
Prudent Excellence Mortgage Investment Corporation

File Number: 02202-21

THIS IS EXHIBIT "M" REFERRED TO IN THE
AFFIDAVIT OF FUJIA (FRANK) WANG, SWORN
BEFORE ME THIS 22ND DAY OF FEBRUARY 2022

A handwritten signature in black ink, appearing to be 'F. Wang', written over a horizontal line.

A Commissioner, etc.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF the *Construction Act*, R.S.O. 1990, c. C.30

B E T W E E N:

DELBROOK TRIUMPHANT BUILDERS INC.

Plaintiff

and

**TRIUMPH DEVELOPMENT HK BRADFORD TWIN REGENCY INC. and
PRUDENT EXCELLENCE MORTGAGE INVESTMENT CORPORATION**

Defendants

**STATEMENT OF DEFENCE OF THE DEFENDANT TRIUMPH DEVELOPMENT HK
BRADFORD TWIN REGENCY INC.**

1. The Defendant, Triumph Development HK Bradford Twin Regency Inc. (“**Triumph Bradford**”), admits the allegations contained in paragraph 4 of the Statement of Claim.
2. The Defendant, Triumph Bradford, denies the balance of the allegations contained in the Statement of Claim unless otherwise expressly admitted herein.
3. The Defendant, Triumph Bradford, has no knowledge in respect of the allegations contained in paragraph 2 of the Statement of Claim and puts the Plaintiff to strict proof thereof.
4. The Defendant, Triumph Bradford, denies that the Plaintiff is entitled to the relief sought in paragraph 1 of the Statement of Claim.

The Bradford project

5. Triumph Bradford is the registered owner of the properties against which the Plaintiff registered its claim for lien (the “**Properties**”), which were purchased for development purposes. The development project involves developing the Properties into a 200 plus unit residential condominium development (the “**Bradford project**”).

6. The Bradford project is currently in the development phase and no construction has started.

Background

7. Triumph Bradford’s director is Lu Shen (“**Shen**”).

8. Mohammad Mehdi Haj-Shafiei (“**Mehdi**”) is the director and controlling mind of the Plaintiff, Delbrook Triumphant Builders Inc. (“**Delbrook Triumphant**”).

9. This action arises as a consequence of the breakdown of a business relationship between Mehdi and Shen in or about March 2021 involving three development Projects (as such term is defined below) following which Mehdi abandoned the Projects and caused Delbrook Triumphant and another company he controls, 10853828 Canada Inc. (“**108 Canada**”), to register duplicative claims for lien against the Projects’ development lands, including the Properties.

10. The development Projects in which Shen and Mehdi were involved included:

- (a) the Bradford project;

- (b) a four single-family detached home development in Markham, Ontario (the “**77 Villa project**”) being carried out on property owned by Triumph Development HK (Markham Apollo) Inc. and,
- (c) a six single-family detached home development in Richmond Hill, Ontario (the “**Olde Bayview project**”) being carried out on properties owned by Shen and his spouse Yuerong Wang (“**Wang**”).

11. The Bradford project, the 77 Villa project and the Olde Bayview project will collectively be hereinafter referred to as the “**Projects**”.

12. Triumph Bradford and Triumph Markham will collectively be hereinafter referred to as the “**Project companies**”.

13. Mehdi provided development management services to the Projects.

14. Between in or about January 2021 to March 2021, Shen and Mehdi discussed terms for a potential joint venture agreement for the Projects but failed to reach terms.

15. Mehdi thereafter abandoned the Projects and issued Shen, Wang and the Project Companies invoices from 108 Canada and Delbrook Triumphant demanding payment of unearned fees tied to a percentage of hard costs never incurred and caused 108 Canada and Delbrook Triumphant to register duplicative claims for lien against the Project companies’ development lands, including the Properties.

Delbrook Triumphant Builders Inc.

16. In or about March 2020, Mehdi directed the Project companies with respect to application with Tarion Warranty Corporation (“**Tarion**”) for the 77 Villa and Bradford projects.

17. Mehdi directed that he be added as a director of the Project Companies, that the Project Companies each enter into a CCDC 5B contract with Delbrook Triumphant, and that Delbrook Triumphant would be registered as the Builder.

18. Mehdi advised the Project Companies that the purpose of entering into the CCDC 5B contract with Delbrook Triumphant was only for the purpose of facilitating Tarion registration and that the Project Companies would not be bound to use Delbrook Triumphant as the construction manager and/or builder for the 77 Villa project or the Bradford project and could retain another construction manager and builder for the projects without owing any money to Delbrook Triumphant

19. Triumph Bradford states that Delbrook Triumphant has not supplied any materials or services to the Bradford project under a CCDC 5B contract, as claimed, or otherwise.

20. The Bradford project is in the development phase. There has been no construction and no construction management services provided.

21. Delbrook Triumphant has also not provided any preconstruction management services to the Bradford project under the CCDC 5B contract or otherwise. Triumph Bradford states that the work Delbrook Triumphant claims payment for is duplicative of the development management work claimed and relied on by 108 Canada in its action against Triumph Bradford commenced in

Court File No. CV-21-00000701-0000 proceeding before the Ontario Superior Court of Justice in Barrie, which action shares common issues of fact and law and claims for relief arising out of the same series of events.

22. Delbrook Triumphant's action is an abuse of process.

23. Triumph Bradford denies that Delbrook Triumphant has sustained any losses or damages or is owed any monies as alleged in the Statement of Claim and puts Delbrook Triumphant to strict proof thereof.

No unjust enrichment

24. Triumph Bradford denies that it has been unjustly enriched in the amount claimed in the Statement of Claim, or for any amount, and denies liability to Delbrook Triumphant on a *quantum meruit* basis, including without limiting the generality of the foregoing that there has been no improvement to the Properties as such term is defined in the *Construction Act* and Delbrook Triumphant has not supplied services or materials to Triumph Bradford that have enhanced the value of Triumph Bradford's interest in the Properties.

Failure to mitigate

25. If Delbrook Triumphant has sustained any losses or damages, which is denied, then such losses or damages are exaggerated, too remote, and Delbrook Triumphant has failed to mitigate them.

26. Delbrook Triumphant abandoned the Bradford project and repudiated the contract and is not entitled to any payment thereunder.

Timeliness

27. Triumph Bradford denies that Delbrook Triumphant has properly preserved and perfected its lien and puts Delbrook Triumphant to strict proof of establishing the same, and expressly denies that:

- (a) Delbrook Triumphant has a right to lien for the amount claimed, or for any sum, pursuant to the provisions of the *Construction Act*, R.S.O. 1990, c. C.30, as amended (the “*Construction Act*”);
- (b) Delbrook Triumphant properly preserved its lien, on a timely basis, and in accordance with sections 31 and 34 of the *Construction Act*; and,
- (c) Delbrook Triumphant properly perfected its lien, on a timely basis, in accordance with section 36 of the *Construction Act*.

Non-lienable work

28. Triumph Bradford further states that the work upon which Delbrook Triumphant bases its claim for lien is not lienable, including that it relates to preconstruction management work on a project that has not progressed to construction and further represents a claim for damages at large.

Exaggerated lien

29. Triumph Bradford states that if Delbrook Triumphant’s claim for lien is valid, which is denied, the amount claimed is grossly excessive, and Delbrook Triumphant is liable to Triumph Bradford for damages in this regard pursuant to section 35 of the *Construction Act*.

Set off

30. Triumph Bradford claims set off against any amounts that may be found to be owing to Delbrook Triumphant for all costs, expenses, losses and damages incurred by Triumph Bradford as a result of Delbrook Triumphant's defaults under and breaches of contract (if determined to be applicable) and negligent performance of services and/or negligent misrepresentation. Triumph Bradford pleads and relies on its legal and equitable rights of set off including section 17 of the *Construction Act* and section 111 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43.

31. Triumph Bradford requests that this action be dismissed with costs payable by Delbrook Triumphant on a substantial indemnity basis pursuant to section 86 of the *Construction Act* or otherwise, plus all applicable taxes thereon.

August 16, 2021

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DELBROOK TRIUMPHANT BUILDERS INC.

-and-

Plaintiff

**TRIUMPH DEVELOPMENT HK BRADFORD
TWIN REGENCY INC. ET AL.**

Defendants

Court File No. CV-21-00000698-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF the Construction Act, R.S.O. 1990, c. C.30

Proceeding Commenced at Barrie

**STATEMENT OF DEFENCE OF THE DEFENDANT
TRIUMPH DEVELOPMENT HK BRADFORD
TWIN REGENCY INC.**

FRIEDMAN LAW

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Lawyers for the Defendant,

Triumph Development HK Bradford Twin Regency Inc.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF the *Construction Act*, R.S.O. 1990, c. C.30

B E T W E E N:

10853828 CANADA INC.

Plaintiff

and

**TRIUMPH DEVELOPMENT HK BRADFORD TWIN REGENCY INC. and
PRUDENT EXCELLENCE MORTGAGE INVESTMENT CORPORATION**

Defendants

**STATEMENT OF DEFENCE AND COUNTERCLAIM OF THE DEFENDANT
TRIUMPH DEVELOPMENT HK BRADFORD TWIN REGENCY INC.**

1. The Defendant, Triumph Development HK Bradford Twin Regency Inc. (“**Triumph Bradford**”), admits the allegations contained in paragraph 4 of the Statement of Claim.
2. The Defendant, Triumph Bradford, denies the balance of the allegations contained in the Statement of Claim unless otherwise expressly admitted herein.
3. The Defendant, Triumph Bradford, has no knowledge in respect of the allegations contained in paragraph 2 of the Statement of Claim and puts the Plaintiff to strict proof thereof.
4. The Defendant, Triumph Bradford, denies that the Plaintiff is entitled to the relief sought in paragraph 1 of the Statement of Claim.

The Bradford project

5. Triumph Bradford is the registered owner of the properties against which the Plaintiff registered its claim for lien (the “**Properties**”), which were purchased for development purposes. The development project involves developing the Properties into a 200 plus unit residential condominium development (the “**Bradford project**”).

6. The Bradford project is currently in the development phase and no construction has started.

Background

7. Triumph Bradford’s director is Lu Shen (“**Shen**”).

8. Mohammad Mehdi Haj-Shafiei (“**Mehdi**”) is the director and controlling mind of the Plaintiff, 10853828 Canada Inc. (“**108 Canada**”).

9. This action arises as a consequence of the breakdown of a business relationship between Mehdi and Shen in or about March 2021 involving three development Projects (as such term is defined below) following which Mehdi abandoned the Projects, repudiated all agreements, and caused the Plaintiff and another company he controls, Delbrook Triumphant Builders Inc. (“**Delbrook Triumphant**”), to register duplicative claims for lien against the Projects’ development lands, including the Properties.

10. The development Projects in which Shen and Mehdi were involved included:

(a) the Bradford project;

- (b) a four single-family detached home development in Markham, Ontario (the “**77 Villa project**”) being carried out on property owned by Triumph Development HK (Markham Apollo) Inc.; and,
- (c) a six single-family detached home development in Richmond Hill, Ontario (the “**Olde Bayview project**”) being carried out on properties owned by Shen and his spouse Yuerong Wang (“**Wang**”).

11. The Bradford project, the 77 Villa project and the Olde Bayview project will collectively be hereinafter referred to as the “**Projects**”.

12. Triumph Bradford and Triumph Markham will collectively be hereinafter referred to as the “**Project companies**”.

Project management services

13. Shen was introduced to Mehdi by a real estate agent, Da Zhang (“**Zhang**”).

14. Mehdi represented to Shen that he was an experienced and knowledgeable consultant for real estate property developments. He represented that he would provide start-to-finish project management services to see the Projects through, from obtaining development approvals to completion of construction with delivery of reliable *pro forma* for both condominium and single-family home developments.

15. In or about June 2017, Shen, Mehdi and Zhang discussed a framework for carrying out the Projects. The Projects would be carried out using a project management company owned by Mehdi, his father Ali Haj-Shafiei (“**Ali**”), Zhang, and Wang. The project management company

would receive a monthly fixed fee for the duration of the Projects. Provided that and upon achieving substantial completion of the construction of each of the Projects, the ownership group would then be entitled, in proportion to their share holdings, to split an amount equal to 8% of the servicing and construction hard costs incurred. Wang and Zhang would have a 60% ownership interest in the company, while Mehdi and Ali would have a 40% ownership interest.

16. Montanaro Project Management Professional Inc. (“**Montanaro**”) was subsequently incorporated to be the project management company, and Mehdi, Zhang and Wang were its directors.

17. Mehdi, Ali, Zhang and Wang each signed a unanimous shareholders agreement (the “**USA**”), and Zhang and Mehdi further signed a project management agreement dated June 8, 2017 (the “**Montanaro Project Management Agreement**”).

18. The Montanaro Project Management Agreement and the USA were wholly drafted by Mehdi. Shen, Wang and the Project companies did not receive independent legal advice regarding the Montanaro Project Management Agreement or the USA.

19. The Montanaro Project Management Agreement contemplated that the project management company was to, among other things:

- (a) procure all necessary municipal, statutory and/or other government approvals for the developments;
- (b) acquire all permits necessary for developments;

- (c) supervise the preparation of all plans and specifications required for the developments and construction;
- (d) obtain Tarion registration for the registered owner as a Vendor and/or Builder and maintain the Tarion registration in good standing;
- (e) continue providing services until substantial completion of construction of the development projects; and,
- (f) be paid a fixed monthly fee (the “**Monthly Fixed Fee Amount**”).

20. The Montanaro Project Management Agreement further contemplated that the project management company could receive an amount equal to 8% of “Servicing and Building Hard Cost derived from the Development Lands” (the “**Contingent Fee**”), which required substantial completion of construction.

21. The Montanaro Project Management Agreement provided that in the event of early termination, the project manager would only be entitled to payment of the Monthly Fixed Fee Amount to the date of termination, with any right to further compensation (described in the agreement as an undefined “Participation Amount”) to be determined either by mutual agreement or arbitration, forming essentially an agreement to agree.

22. Mehdi acted on behalf of Montanaro in carrying out project management work for the Projects.

23. In or about 2019, however, Zhang exited the Projects following an insolvency. Montanaro ceased to be operative and the Montanaro Project Management Agreement was terminated.

24. Following Zhang's exit from the Projects, Shen and Mehdi discussed terms for continuing with the Projects, which included that:

- (a) Mehdi would continue to provide development management services for the Projects and be paid an amount equal to the Monthly Fixed Fee Amounts that had been payable to Montanaro;
- (b) a new company would be formed; and,
- (c) Shen and Mehdi would discuss terms for a new project management agreement for the Projects to be entered into by the new company.

25. Shen provided Mehdi with cheques for amounts equal to the Monthly Fixed Fee Amounts that had been payable to Montanaro, and Mehdi continued to provide development management services for the Projects.

26. Unbeknown to Shen at the time, Mehdi used unregistered business names and unregistered corporate names to obfuscate his dealings regarding the Projects. This included Mehdi using "Delbrook Consulting Inc." (which is not a registered corporation) and "Delbrook Consulting" (which is not a registered business name).

Delbrook Triumphant and breakdown of the relationship

27. In February 2020, Delbrook Triumphant was incorporated to act as the new project management company; however, Shen and Mehdi ultimately did not come to terms for a new project management agreement for the Projects.

28. In or about March 20, 2020, Shen discovered that the *pro forma* analyses that Mehdi had been providing for the Bradford project had grossly misstated profits, including without limiting the generality of the foregoing by understating construction costs by more than \$27,000,000 and using artificially low consulting fees, all of which undermined confidence and trust in Mehdi.

29. The Projects were also all substantially behind the development milestones that Mehdi had set for the Projects.

30. Between in or about January 2021 to March 2021, Shen and Mehdi discussed terms for a potential joint venture agreement to continue together with the Projects but failed to reach terms.

31. Mehdi thereafter abandoned the Projects and issued Shen, Wang and the Project Companies invoices from 108 Canada demanding payment of the Montanaro Contingent Fee and caused 108 Canada and Delbrook Triumphant to register duplicative claims for lien against the Projects' development lands, including the Properties.

32. After Mehdi abandoned the Projects, Shen discovered that Mehdi had arranged for companies in which he had undisclosed interests to be retained as consultants for the Projects. In particular, Mehdi directed Triumph Markham to retain J&M General Contracting Inc. ("**J&M**"), a company of which he is a director and officer, and which, Triumph Bradford asserts, Mehdi owns or owned shares and is its controlling mind. In late 2020, Mehdi had also directed Shen to replace the longstanding architect for the Projects with a company called Merol Design & Consulting Corp. ("**Merol**"). Triumph Bradford asserts that Mehdi has a direct or indirect undisclosed interest in Merol.

108 Canada is not entitled to payment

33. Triumph Bradford denies that, as 108 Canada asserts at paragraph 7 of the Statement of Claim, 108 Canada was assigned the Montanaro Project Management Agreement and provided services pursuant to it. 108 Canada was not assigned or otherwise obtained any rights under the Montanaro Project Management Agreement.

34. 108 Canada does not have privity of contract with Triumph Bradford and has no right to demand payment under the Montanaro Project Management Agreement.

35. Even if 108 Canada was assigned or otherwise had rights under the Montanaro Project Management Agreement, which is not admitted but denied, Triumph Bradford denies that 108 Canada has sustained any losses or damages or is owed any monies as alleged in the Statement of Claim, including without limitation because:

- (a) The Bradford Project is still in the development phase;
- (b) No amounts for Servicing and Building Hard Costs (as such term is used in the Montanaro Project Management Agreement) have been incurred;
- (c) the Contingent Fee is not payable;
- (d) an amount equal to the Fixed Monthly Fee Amounts that had been payable under the Montanaro Project Management Agreements were paid to Mehdi until the time 108 Canada Inc. repudiated the agreement and abandoned the Bradford project;

(e) 108 Canada repudiated the Montanaro Project Management Agreement and is not entitled to further payment thereunder; and,

(f) 108 Canada breached its duty of good faith owed to Triumph Bradford.

36. Mehdi further acknowledged in the Projects' *pro forma* that the development management fees for the Bradford project would be \$0. The invoice Mehdi caused 108 Canada to issue to Triumph Bradford further confirms that 108 Canada's claim herein relates to the Contingent Fee.

37. Neither Mehdi nor 108 Canada is owed any money for development management fees, or otherwise.

38. Triumph Bradford further states that the work 108 Canada claims payment for is duplicative of the work relied on by Delbrook Triumphant in its action against Triumph Bradford commenced in Court File No. CV-21-00000698-0000 proceeding before the Ontario Superior Court of Justice in Barrie, which action shares common issues of fact and law and claims for relief arising out of the same series of events.

77 Villa project delays

39. Mehdi failed to meet development milestones for the Bradford project and did not complete work in accordance with timelines promised to Triumph Bradford causing critical path delay.

40. At all material times, Mehdi was aware that time was of the essence and that losses would result from delay in the completion of the Bradford project.

41. Mehdi's delay in completing the development work for the Bradford project has caused Triumph Bradford damages and losses, in an amount to be determined prior to trial.

No unjust enrichment

42. Triumph Bradford denies that it has been unjustly enriched in the amount claimed in the Statement of Claim, or for any amount, and denies liability to 108 Canada on a *quantum meruit* basis, including without limiting the generality of the foregoing that there has been no improvement to the Properties as such term is defined in the *Construction Act*, R.S.O. 1990, c. C.30, as amended (the "***Construction Act***"); 108 Canada has not supplied services or materials to Triumph Bradford that have enhanced the value of Triumph Bradford's interest in the Properties; and Mehdi was paid an amount equal to the Monthly Fixed Fee Amount for all development services provided.

43. Any benefit purportedly derived by Triumph Bradford from services performed by 108 Canada has been negated by the delays to the Bradford project that were caused or contributed to by 108 Canada's breach of contract (if held to be applicable), negligence and delay to the Bradford project.

Failure to mitigate

44. If 108 Canada has sustained any losses or damages, which is denied, then such losses or damages are exaggerated, too remote, and 108 Canada has failed to mitigate them.

Timeliness

45. Triumph Bradford denies that 108 Canada has properly preserved and perfected its lien and puts 108 Canada to strict proof of establishing the same and expressly denies that:

- (a) 108 Canada has a right to lien for the amount claimed, or for any sum, pursuant to the provisions of the *Construction Act*;
- (b) 108 Canada properly preserved its lien, on a timely basis, and in accordance with sections 31 and 34 of the *Construction Act*; and,
- (c) 108 Canada properly perfected its lien, on a timely basis, in accordance with section 36 of the *Construction Act*.

Non-lienable work

46. Triumph Bradford further states that the work upon which 108 Canada bases its claim for lien is not lienable, including that it relates to preconstruction management work on a project that has not progressed to construction and further represents a claim for damages at large.

Exaggerated lien

47. Triumph Bradford states that if 108 Canada's claim for lien is valid, which is denied, the amount claimed is grossly excessive, and 108 Canada is liable to Triumph Bradford for damages in this regard pursuant to section 35 of the *Construction Act*.

Set off

48. Triumph Bradford claims set off against any amounts that may be found to be owing to 108 Canada for all costs, expenses, losses and damages incurred by Triumph Bradford as a result of 108 Canada's defaults under and breaches of contract (if determined to be applicable) and negligent performance of services and/or negligent misrepresentations. Triumph Bradford pleads and relies on its legal and equitable rights of set off including section 17 of the *Construction Act* and section 111 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43.

49. Triumph Bradford requests that this action be dismissed with costs payable by 108 Canada on a substantial indemnity basis pursuant to section 86 of the *Construction Act* or otherwise, plus all applicable taxes thereon.

50. Triumph Bradford pleads and relies upon:

- (a) the terms of the Montanaro Project Management Agreement;
- (b) the terms of the USA;
- (c) the doctrine of *contra proferentem*;
- (d) the *Courts of Justice Act*, R.S.O. 1990, c. C.43 as amended; and,
- (e) the *Construction Act*.

COUNTERCLAIM

51. If it is determined by this Honourable Court that 10853828 Canada Inc. ("**108 Canada**") has privity of contract with Triumph Development HK Bradford Twin Regency Inc. ("**Triumph**

Bradford") pursuant to the Montanaro Project Management Agreement, then Triumph Bradford as Plaintiff by Counterclaim, claims:

- (a) Return of all amounts paid for project management fees, project manager disbursements and additional fees under the Montanaro Project Management Agreement;
- (b) Damages in an amount to be quantified prior to trial for expenses incurred for reports and consultants required under the terms of the Montanaro Project Management Agreement;
- (c) Damages in an amount to be quantified prior to trial, representing the Plaintiff by Counterclaim's special damages flowing from the Defendant by Counterclaim's breach of contract, negligent performance, and/or negligent misrepresentation, including for the Properties' debt financing costs and expenses, the Properties' carrying costs and expenses, and/or loss of investment opportunity;
- (d) Prejudgment interest in accordance with section 128 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (e) Postjudgment interest in accordance with section 129 of the *Courts of Justice Act*;
- (f) The costs of this proceeding, plus all applicable taxes; and,
- (g) Such further and other relief as to this Honourable Court may deem just.

52. Triumph Bradford repeats and relies upon the allegations in the Statement of Defence in support of the Counterclaim.

Breach of contract

53. The Plaintiff by Counterclaim pleads that 108 Canada breached Article 5.1 of the Montanaro Project Management Agreement by failing to perform the project manager's services and functions to the standard required therein, including to carry out all project manager duties and obligations in a diligent and efficient manner and to the standards of a reasonable and prudent project manager.

54. The Plaintiff by Counterclaim further states that 108 Canada failed to properly carry out the duties of the project manager required under Article 2.1 of the Montanaro Project Management Agreement, including without limiting the generality of the foregoing, by:

- (a) failing to properly supervise the preparation of plans and specifications pertaining to the development of the Properties and the construction of improvements to the Properties;
- (b) failing to acquire necessary permits or procure municipal approvals, and consents to sever;
- (c) failing to properly prepare all municipal reports, studies, financial projections, analyses and budgets necessary in connection with the development of the Properties;

- (d) directing entering into contracts with companies in which Mehdi had undisclosed interests;
- (e) failing to provide reasonable accounting services and failing to account to Triumph Bradford for all expenditures made from the Project Account (as such term is defined in the Montanaro Project Management Agreement);
- (f) repudiating the Montanaro Project Management Agreement and abandoning the Bradford project; and,
- (g) causing delay to the Bradford project.

Misrepresentation

55. The Plaintiff by Counterclaim further states that Mehdi on behalf of 108 Canada made negligent representations to Shen and/or the Project companies, knowingly, without belief in their truth, or recklessly, and carelessly as to whether the representations were true or false, the particulars of which include that Mehdi provided unreliable *pro forma* analyses for the Projects and misrepresented the status of development milestones and progress of the Projects.

56. Mehdi on behalf of 108 Canada intended that the Plaintiff by Counterclaim should act in reliance on the representations made by Mehdi to Shen and the Project companies, and the Plaintiff by Counterclaim relied on the same and suffered damages as a result of such reliance, including all fees paid for development management services, all expenses incurred in relation thereto, including without limitation for consultants and disbursements and additional fees paid to the project manager.

57. As a result of the Defendant by Counterclaim's breach of contract and wrongful termination of the Montanaro Project Management Agreement, the Plaintiff by Counterclaim has suffered and continues to suffer damages, including for debt financing costs and expenses, carrying costs and expenses and/or loss of investment opportunity.

58. The Plaintiff by Counterclaim pleads and relies upon:

- (a) the terms of the Montanaro Project Management Agreement;
- (b) the doctrine of *contra proferentem*;
- (c) the *Courts of Justice Act*, R.S.O. 1990, c. C.43 as amended; and,
- (d) the *Construction Act*.

August 16, 2021

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10853828 CANADA INC.

Plaintiff

-and-

**TRIUMPH DEVELOPMENT HK BRADFORD
TWIN REGENCY INC. ET AL.**
Defendants
Court File No. CV-21-00000701-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF the Construction Act, R.S.O. 1990, c. C.30

Proceeding Commenced at Barrie

**STATEMENT OF DEFENCE AND COUNTERCLAIM
OF THE DEFENDANT TRIUMPH DEVELOPMENT HK
BRADFORD TWIN REGENCY INC.**

FRIEDMAN LAW

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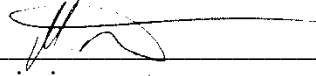
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*Lawyers for the Defendant,
Triumph Development HK Bradford Twin Regency Inc.*

RCP-F 4C (September 1, 2020)

THIS IS EXHIBIT "N" REFERRED TO IN THE
AFFIDAVIT OF FUJIA (FRANK) WANG, SWORN
BEFORE ME THIS 22ND DAY OF FEBRUARY 2022

A handwritten signature in black ink, appearing to be 'Frank Wang', written over a horizontal line.

A Commissioner, etc.



Corporate Profile / Profil corporatif

Date and time of Corporate Profile (YYYY-MM-DD)	2022-02-18 11:33 AM	(AAAA-MM-JJ) Date et heure du Profil corporatif
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CORPORATE INFORMATION		RENSEIGNEMENTS CORPORATIFS
Corporate name	Dénomination	
	10853828 Canada Inc.	
Corporation number	1085382-8	Numéro de société ou d'organisation
Business number	747356715RC0001	Numéro d'entreprise
Governing legislation	Régime législatif	
	<i>Canada Business Corporations Act (CBCA) - 2018-06-22</i> <i>Loi canadienne sur les sociétés par actions (LCSA) - 2018-06-22</i>	
Status	Statut	
	Active	
	Active	

REGISTERED OFFICE ADDRESS	ADRESSE DU SIÈGE
	Suite 307 - 10376 Yonge Street Richmond Hill ON L4C 3B8 Canada

ANNUAL FILINGS	DÉPÔTS ANNUELS		
Anniversary date (MM-DD)	06-22	(MM-JJ) Date anniversaire	
Filing period (MM-DD)	06-22 to/au 08-21	(MM-JJ) Période de dépôt	
Status of annual filings	Statut des dépôts annuels		
	Not due	2022	N'est pas dû
	Filed	2021	Déposé
	Filed	2020	Déposé
Date of last annual meeting (YYYY-MM-DD)	2021-06-22	(AAAA-MM-JJ) Date de la dernière assemblée annuelle	
Type	Type		
	Non-distributing corporation with 50 or fewer shareholders		
	Société n'ayant pas fait appel au public et comptant 50 actionnaires ou moins		

DIRECTORS		ADMINISTRATEURS
Minimum number	1	Nombre minimal
Maximum number	5	Nombre maximal
Current number	1	Nombre actuel
Mohammad Mehdi Haj-Shafiei		307-10376 Yonge Street, Richmond Hill ON L4C 3B8, Canada

CORPORATE HISTORY		HISTORIQUE CORPORATIF
Corporate name history (YYYY-MM-DD)		(AAAA-MM-JJ) Historique de la dénomination
2018-06-22 to present / à maintenant	10853828 Canada Inc.	
Certificates issued (YYYY-MM-DD)		(AAAA-MM-JJ) Certificats émis
Certificate of Incorporation	2018-06-22 Certificat de constitution en société	
Amendments details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed.	Seuls les renseignements concernant les modifications effectuées après 2010-03-20 sont disponibles. Certains certificats émis avant 2000 pourraient ne pas être listés.	
Documents filed (YYYY-MM-DD)		(AAAA-MM-JJ) Documents déposés

The Corporate Profile sets out the most recent information filed with and accepted by Corporations Canada as of the date and time set out on the Profile.	Le Profil corporatif fait état des renseignements fournis et acceptés par Corporations Canada à la date et à l'heure indiquées dans le profil.
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Corporate Profile / Profil corporatif

Date and time of Corporate Profile (YYYY-MM-DD)	2022-02-18 11:34 AM	(AAAA-MM-JJ) Date et heure du Profil corporatif
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CORPORATE INFORMATION		RENSEIGNEMENTS CORPORATIFS
Corporate name	Dénomination	
	Delbrook Triumphant Builders Inc.	
Corporation number	1192222-0	Numéro de société ou d'organisation
Business number	744692138RC0001	Numéro d'entreprise
Governing legislation	Régime législatif	
	Canada Business Corporations Act (CBCA) - 2020-02-24 Loi canadienne sur les sociétés par actions (LCSA) - 2020-02-24	
Status	Statut	
	Active Active	

REGISTERED OFFICE ADDRESS	ADRESSE DU SIÈGE
	10376 Yonge Street, Suite 307 RICHMOND HILL ON L4C 3B8 Canada

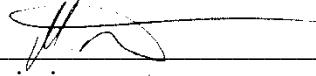
ANNUAL FILINGS	DÉPÔTS ANNUELS	
Anniversary date (MM-DD)	02-24	(MM-JJ) Date anniversaire
Filing period (MM-DD)	02-24 to/au 04-24	(MM-JJ) Période de dépôt
Status of annual filings	Statut des dépôts annuels	
	Not due 2022	N'est pas dû
	Filed 2021	Déposé
Date of last annual meeting (YYYY-MM-DD)	2021-02-24	(AAAA-MM-JJ) Date de la dernière assemblée annuelle
Type	Type	
	Non-distributing corporation with 50 or fewer shareholders Société n'ayant pas fait appel au public et comptant 50 actionnaires ou moins	

DIRECTORS		ADMINISTRATEURS
Minimum number	1	Nombre minimal
Maximum number	10	Nombre maximal
Current number	3	Nombre actuel
Sandro Soscia	10376 Yonge Street, Suite 307, Richmond Hill ON L4C 3B8, Canada	
Mehdi Shafiei	10376 Yonge Street, Suite 307, Richmond Hill ON L4C 3B8, Canada	
Ali Haj-Shafiei	10376 Yonge Street, Suite 307, Richmond Hill ON L4C 3B8, Canada	

CORPORATE HISTORY		HISTORIQUE CORPORATIF
Corporate name history (YYYY-MM-DD)		(AAAA-MM-JJ) Historique de la dénomination
2020-02-24 to present / à maintenant	Delbrook Triumphant Builders Inc.	
Certificates issued (YYYY-MM-DD)		(AAAA-MM-JJ) Certificats émis
Certificate of Incorporation	2020-02-24	Certificat de constitution en société
Amendments details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed.		Seuls les renseignements concernant les modifications effectuées après 2010-03-20 sont disponibles. Certains certificats émis avant 2000 pourraient ne pas être listés.
Documents filed (YYYY-MM-DD)		(AAAA-MM-JJ) Documents déposés

The Corporate Profile sets out the most recent information filed with and accepted by Corporations Canada as of the date and time set out on the Profile.	Le Profil corporatif fait état des renseignements fournis et acceptés par Corporations Canada à la date et à l'heure indiquées dans le profil.
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THIS IS EXHIBIT "O" REFERRED TO IN THE
AFFIDAVIT OF FUJIA (FRANK) WANG, SWORN
BEFORE ME THIS 22ND DAY OF FEBRUARY 2022

A handwritten signature in black ink, appearing to be 'F. Wang', written over a horizontal line.

A Commissioner, etc.

October 25th, 2021

VIA EMAIL/REGISTERED MAIL

Triumph Development HK Bradford Twin Regency Inc.
A10-3000 Highway 7 East
Markham, Ontario
L3R 6E1

Lu Shen
2 Sunrise Ridge Trail
Stouffville, Ontario
L4A 0C9

Yuerong Wang
2 Sunrise Ridge Trail
Stouffville, Ontario
L4A 0C9

Attention: **Mr. Lu Shen** (Signing Officer for the Corporate Borrower/Guarantor)

Re: TRIUMPH DEVELOPMENT HK BRADFORD TWIN REGENCY INC. 2nd
Mortgage with Prudent Excellence MIC. – Breach of Terms of Loan - Default
Our File #: 01953-21

Please be advised that we are the solicitors for Prudent Excellence Mortgage Investment Corporation (hereinafter referred to as the Secured Party). We understand that on or about March 3rd, 2021, the Secured Party agreed to advance to you the sum of \$800,000.00 pursuant to a Commitment Letter (the “Loan”). As security for the Loan, you granted a mortgage registered as SC1760648 on March 5th, 2021 in the principal amount of \$800,000.00 over the property described as PT LT 16 CON 8 WEST GWILLIMBURY AS IN RO261979 SAVE & EXCEPT PTS 1 & 351R37039; TOWN OF BRADFORD WEST GWILLIMBURY; and municipally known as 2372 Line 8, Bradford, ON (the “Premises”)

We have been advised by our clients and third-party Plaintiffs that your conduct have led to several litigious matters involving the Premises. Furthermore, we have been notified and since have confirmed that there are currently three (3) perfected construction liens registered on the mortgaged property. The on-going litigation matters and construction liens represents a breach of the terms of the Loan by you, the Borrower. Paragraph 9(g) of the additional terms and provisions of the Loan specifically states that any litigation, proceedings, or claim that may adversely affect the financial condition of the Chargor or income of the property in the opinion of the Chargees would constitute an event of default under the Loan.

Accordingly, as the Loan is in default, the Secured Party hereby demand payment in the amount of **\$603,695.00** (the “Indebtedness”), being the total of your current indebtedness under the Loan as of the date of this letter. The particulars of the Indebtedness are as follows:

Principal Balance outstanding as of October 25 th , 2021	\$600,000.00
Interest @ 10.5% Outstanding (Pre-Paid)	N/A
Default Administration Fee	\$2,000.00
Legal Fees to date of this correspondence	<u>\$1695.00</u>

Total Balance as of October 25th, 2021

\$603,695.00

The amounts set out above represents the total amount of principal and interest and estimated legal fees owing as of October 25th, 2021. We would further advise that further interest may accrue on the balance outstanding after October 25th, 2021 pursuant to the terms of the Mortgage and legal fees will increase substantially if further proceedings are necessary by the Secured Creditor to collect upon the amounts owing by you.

The demand and declaration herein is made in addition to and not in substitution for any previous demands which may have been made by the Secured Party upon the mortgage account of TRIUMPH DEVELOPMENT HK BRADFORD TWIN REGENCY INC.

We would further advise that unless the liabilities of TRIUMPH DEVELOPMENT HK BRADFORD TWIN REGENCY INC. to the Secured Party are paid in full within 5 days, or if all outstanding litigation matters are resolved (including the discharge of all construction liens on title) within 5 days and the default is cured, the Secured Party will take such further steps as it deems necessary to recover its indebtedness and protect its securities.

Those steps may include the enforcement of the Mortgage and any other security held by the Secured Party without further demand or notice to TRIUMPH DEVELOPMENT HK BRADFORD TWIN REGENCY INC.

We would finally advise that partial payments of indebtedness or any other arrangements which may be undertaken to provide further security to the Secured Party are made without prejudice to the declaration and demand made herein on behalf of the Secured Party and the Secured Party retains all legal rights which it may possess pursuant to the Mortgage and generally in law.

Prudent Excellence Mortgage Investment Corporation

by their solicitors

XS Law Professional Corporation

212-1370 Don Mills Road

Toronto, ON M3B 3N7

Yours very truly,

XS LAW PROFESSIONAL CORPORATION



Xin Sun

XS:jd

cc. clients

THE INFORMATION CONTAINED IN THIS TRANSMISSION IS SOLICITOR/CLIENT PRIVILEGED AND CONFIDENTIAL. IF YOU ARE NOT THE INTENDED RECIPIENT, ANY DISSEMINATION, DISTRIBUTION OR COPY IS PROHIBITED. IF RECEIVED IN ERROR, PLEASE CONTACT US BY TELEPHONE AND DESTROY THIS MESSAGE.

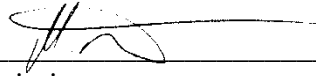
Toronto Office: Suite 212, 1370 Don Mills Road, North York, Ontario M3B 3N7

P: 905-564-5836 | F: 519-681-9518

London Office: Suite 205, 219 Oxford Street West, London, Ontario N6H 1S5

P: 519-681-9180 | F: 519-681-9518

THIS IS EXHIBIT "P" REFERRED TO IN THE
AFFIDAVIT OF FUJIA (FRANK) WANG, SWORN
BEFORE ME THIS 22ND DAY OF FEBRUARY 2022

A handwritten signature in black ink, appearing to be 'F. Wang', written over a horizontal line.

A Commissioner, etc.

**NOTICE OF INTENTION TO ENFORCE SECURITY PURSUANT TO
SUBSECTION 244 (1) OF THE BANKRUPTCY AND INSOLVENCY ACT 1992**

TO: Triumph Development HK Bradford Twin Regency Inc.
(an insolvent person)

A10-3000 Highway 7 East
Markham, Ontario
L3R 6E1

TAKE NOTICE THAT:

1. Prudent Excellence Mortgage Investment Corporation (hereinafter referred to as the "Mortgagee") as secured creditor, intends to enforce its security on the property of the insolvent person described below:

PT LT 16 CON 8 WEST GWILLIMBURY AS IN RO261979 SAVE & EXCEPT PTS 1 & 351R37039; TOWN OF BRADFORD WEST GWILLIMBURY; (PIN: 58041-0138)

(Municipally known as 2372 Line 8, Bradford, Ontario)

2. The security that is to be enforced is in the form of a first Charge/Mortgage of Land dated March 3, 2021, and registered in the Land Registry Office for the Land Titles Division of Simcoe No. 51 on March 5, 2021 as Instrument No. SC1760648.
3. The total amount of indebtedness secured by the Charge/Mortgage of Land is as set out below:

Principal outstanding as of November 4 th , 2021	\$600,000.00
Interest at 10.5% Outstanding (Pre-Paid)	N/A
For three months' additional interest	\$15,750.00
Default Administration Fees	\$2,000.00
Legal Costs (inclusive of H.S.T)	\$4,385.00

TOTAL AMOUNT OWING AS OF November 4, 2021 \$622,135.00

The Mortgagee will not have the right to enforce the security until after the expiry of the ten (10) day period following the sending of this Notice unless the insolvent company/persons consent to an earlier enforcement.

DATED at Toronto, Ontario, this 4th day of November, 2021.

Prudent Excellent Mortgage Investment Corporation
By their solicitors

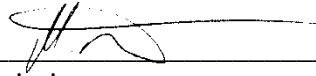
XS LAW PROFESSIONAL CORPORATION

Per:



Xin Sun

THIS IS EXHIBIT "Q" REFERRED TO IN THE
AFFIDAVIT OF FUJIA (FRANK) WANG, SWORN
BEFORE ME THIS 22ND DAY OF FEBRUARY 2022

A handwritten signature in black ink, appearing to be 'F. Wang', written over a horizontal line.

A Commissioner, etc.

NOTICE OF SALE UNDER MORTGAGE
Pursuant to the *Mortgages Act*, R.S.O. 1990, c. M-40
as may be amended from time to time

TO: The Parties listed in Schedule "A" attached hereto

TAKE NOTICE that default has been made in payment of the monies due under a certain Mortgage dated the 3rd day of March, 2021 and made Triumph Development HK Bradford Twin Regency Inc. as Mortgagor, Lu Shen and Yuerong Wang as Guarantors and Prudent Excellence Mortgage Investment Corporation as Mortgagee, and which Mortgage was registered in the Land Registry Office for the Land for Land Titles Division of Simcoe (#51) at Barrie on the 5th day of March, 2021 as Instrument Number SC1760648 and which Mortgage covered the following land and premises:

PT LT 16 CON 8 WEST GWILLIMBURY AS IN RO261979 SAVE & EXCEPT PTS 1
& 351R37039; TOWN OF BRADFORD WEST GWILLIMBURY; (PIN: 58041-0138)

Municipally known as 2372 Line 8, Bradford, Ontario

And we hereby give you notice that the amount now due on the Mortgage for principal, interest, and costs respectively is as follows:

Principal outstanding as of November 4 th , 2021	\$600,000.00
Interest at 10.5% Outstanding (Pre-Paid)	N/A
For three months' additional interest	\$15,750.00
Default Administration Fees	\$2,000.00
Legal Costs (inclusive of H.S.T)*	\$4,385.00
 TOTAL	 \$622,135.00

*(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).

Interests have been prepaid until March 3, 2022.

And unless the said sums are paid on or before the 13th day of December, 2021, we shall sell the property covered by the said Charge under the provisions contained therein.

This notice is given to you as you appear to have an interest in the mortgaged premises and may be entitled to redeem the same.

Dated at TORONTO, Ontario this 4th of November, 2021.

Prudent Excellence Mortgage Investment Corporation

by his Solicitors,

XS LAW PROFESSIONAL CORPORATION

212-1370 Don Mills Road

Toronto, ON M3B 3N7

Tel: (905) 564-5836

Fax: (519) 681-9518



Per: _____

Xin Sun

SCHEDULE "A"

Triumph Development HK Bradford Twin Regency Inc.
A10-3000 Highway 7 East
Markham, Ontario
L3R 6E1

Lu Shen
2 Sunrise Ridge Trail
Stouffville, Ontario
L4A 0C9

Yuerong Wang
2 Sunrise Ridge Trail
Stouffville, Ontario
L4A 0C9

Peter Vander Kooij
Box 760, Bradford, ON, L3Z 2B3

Leni Vander Kooij
Box 760, Bradford, ON, L3Z 2B3

DELBROOK TRIUMPHANT BUILDERS INC.
c/o Goldman Sloan Nash & Haber LLP Barristers & Solicitors
1600-480 University Avenue Toronto, ON M5G 1V2

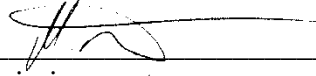
10853828 CANADA INC.
c/o Goldman Sloan Nash & Haber LLP Barristers & Solicitors
1600-480 University Avenue Toronto, ON M5G 1V2

GERRITS ENGINEERING LIMITED
c/o Dooley Lucenti LLP Barristers and Solicitors
10 Checkley Street Barrie, ON L4N 1W1

Xiaofeng Fu
c/o Isabella Dan Professional Corporation
7100 Woodbine Ave., Suite 102 Markham, ON L3R 5J2

Meng Sun
c/o Isabella Dan Professional Corporation
7100 Woodbine Ave., Suite 102 Markham, ON L3R 5J2

THIS IS EXHIBIT "R" REFERRED TO IN THE
AFFIDAVIT OF FUJIA (FRANK) WANG, SWORN
BEFORE ME THIS 22ND DAY OF FEBRUARY 2022

A handwritten signature in black ink, appearing to be 'F. Wang', written over a horizontal line.

A Commissioner, etc.

Properties

PIN 58041 - 0138 LT Interest/Estate Fee Simple
 Description PT LT 16 CON 8 WEST GWILLIMBURY AS IN RO261979 SAVE & EXCEPT PTS 1 & 3
 51R37039; TOWN OF BRADFORD WEST GWILLIMBURY
 Address BRADFORD

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 TRIUMPH DEVELOPMENT HK BRADFORD TWIN REGENCY INC.
 Address for Service A10-3000 Highway 7 E, Markham, ON
 L3R 6E1

I, Lu SHEN (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	FU, XIAOFENG	As to \$5,000,000.00 share
------	--------------	----------------------------------

Address for Service c/o Isabella Dan Professional Corporation
 7100 Woodbine Ave., Suite 102 Markham, ON L3R 5J2

Name	SUN, MENG	As to \$5,000,000.00 share
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Address for Service c/o Isabella Dan Professional Corporation
 7100 Woodbine Ave., Suite 102 Markham, ON L3R 5J2

Statements

Schedule: See Schedules

Provisions

Principal	\$10,000,000.00	Currency	CDN
Calculation Period	Yearly, not in advance		
Balance Due Date	2025/12/31		
Interest Rate	15% per annum		
Payments	\$1,500,000.00		
Interest Adjustment Date	2016 01 01		
Payment Date	December 31 of each and every year		
First Payment Date	2016 12 31		
Last Payment Date	2025 12 31		
Standard Charge Terms	200033		
Insurance Amount	Full insurable value		
Guarantor	TriumphDevelopment HK (Markham Apollo) Inc. & Lu SHEN & Yuerong WANG		

Additional Provisions

No further financing, including, but not limited to, subsequent financing and/or any increase to existing financing (both to registered principal amount(s) and/or principal amount(s) outstanding at the time of registration of this Charge), is to be arranged, taken, borrowed and/or secured against the Property at any time without the prior written consent of the Chargee, such consent to be provided or withheld at the sole, unfettered and absolute discretion of the Chargee.

All monthly payments are interest only payments.

Signed By

Isabella Dan	7100 Woodbine Avenue, Suite 102 Markham L3R 5J2	acting for Chargor(s)	Signed 2021 07 05
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Signed By

Tel 647-535-8880

Fax 647-794-2060

I have the authority to sign and register the document on behalf of the Chargor(s).

Submitted By

LAW OFFICE OF ISABELLA DAN

7100 Woodbine Avenue, Suite 102
Markham
L3R 5J2

2021 07 12

Tel 647-535-8880

Fax 647-794-2060

Fees/Taxes/Payment

Statutory Registration Fee \$65.30

Total Paid \$65.30

SCHEDULE TO CHARGE

The following terms of the mortgage are in addition to any terms of the mortgage as set out in Standard Charge Terms No.200033 and shall form a part of this mortgage. Should there be any conflict between the following provisions and those contained in Standard Charge Terms No.200033 or the mortgage commitment the following provisions shall apply.

1.0 INTEREST

Interest is 15.00% per annum. Interest shall be calculated on a monthly basis. In case of default, the total loan amount will become overdue and the interest will be 24% per annum on all the balance overdue plus fees if applicable.

2.0 PREPAYMENT

PROVIDED that the Mortgagors when not in default, shall have the privilege of prepaying the whole or any part of the principal sum hereby secured on after closing with 30 days written notice to discharge before or after the maturity of the mortgage.

3.0 SALE CLAUSE

PROVIDED that should the Mortgagors without the prior consent in writing, sell, convey, transfer or further encumber the property by a lien, mortgage, execution or otherwise, then the amount of principal then outstanding shall, at the option of the mortgagee, immediately become due and payable, together with any fees and/or penalties set out herein. Where the consent of the mortgagee is sought for the assumption of this mortgage there shall be a non refundable administration fee paid to the mortgagee in the amount of \$750.00 prior the mortgagee considering the matter. This administration fee shall be accompanied by a credit application of the person(s) who wish to assume this mortgage along with such other information as may be requested by the mortgagee. The mortgagee in its sole discretion may refuse to allow this mortgage to be assumed by any purchaser of the property and insist that this mortgage shall immediately become due and payable.

Where the Mortgagor is a Corporation the parties agree that any change in Control of the Company by virtue of sale of shares or otherwise shall constitute a Sale of the Property and the terms of the previous paragraph shall apply with the necessary changes. "Control" means, with respect to any corporation, the ownership of more than 50% of the voting shares, of any class or classes, of the corporation.

4.0 POST-DATED CHEQUES or PREAUTHORIZED PAYMENT PLAN

PROVIDED that the Mortgagors shall provide to the Mortgagee post-dated cheques at the time of the first advance hereunder. The mortgagee, at the mortgagee's sole discretion, may require the Mortgagors to enter into a Preauthorized payment plan for the payment of the monthly interest payments and the mortgagors shall execute any documentation required to set up this plan and provide a Void cheque if required.

5.0 \$350.00 N.S.F. and LATE PAYMENT CHARGE

PROVIDED further that there will be a Three Hundred and Fifty Dollar (\$350.00) administration fee charged to the Mortgagors for each Mortgage payment that is missed or any payment that is not honored by the Mortgagors bank or any post-dated cheques not deposited at the request of the Mortgagors on the day the said post-dated cheques are due or any payment not delivered to the Mortgagee on the date it is due before or after maturity of the mortgage. For greater certainty should there be more than one mortgagee the mortgagors agree that this clause applies to all returned cheques and payments returned inder any preauthorized payment plans entered into by the mortgagors. Should the monthly payments be split between two or more mortgagees and the mortgagor has provided monthly cheques or preauthorized payment plans to each mortgagee then the mortgagor agrees to pay the aforementioned administration fee for each cheque returned or payment that has not been honored.

6.0 TITLE INSURANCE

Title Insurance must be placed on the property to cover the subject charge/mortgage. The premiums shall be paid by the Mortgagor and shall be deducted from the mortgage advance.

7.0 MATRIMONIAL HOME

PROVIDED, that in the event that any part of the properties herein becomes the matrimonial home of the Mortgagor herein, the monies secured shall become due and payable unless the spouse of such party consents to the mortgage and releases to the Chargee his/her interest herein.

8.0 RENEWAL

This mortgage/charge does not automatically renew on its expiry. However, at the expiry of the mortgage term the Mortgagee (at the mortgagee's sole option) may grant the Mortgagor a term of renewal or extension of this mortgage on such terms, as the Mortgagor and Mortgagee shall agree upon in writing. Mortgagor shall pay a renewal fee equal to the original lender's fee charged at the time of the first advance of this mortgage however where the lenders fee was less than \$750.00 there shall be minimum renewal fee of \$750.00 to the Mortgagee for each term of renewal or extension of this mortgage. On each renewal the Mortgagor shall also pay the Lenders legal fees, GST/HST and disbursements totaling \$633.70 for the preparation and registration of a renewal agreement and shall execute such agreement at the time of said renewal. The mortgagee may register the renewal agreement on title at any time and the Mortgagor hereby consents to the registration of this agreement on the title to the property. Any subsequent mortgagee shall be considered to have postponed their mortgage with regard to any change in the interest rate. Principal amount or other terms of the mortgage and shall not be entitled to any notice of any change in the interest rate, principal amount or other terms of the mortgage.

8.1 Should the mortgagor not notify the mortgagee in writing of its intent to renew or payout this mortgage at least thirty days prior to maturity date of this mortgage an administration fee equal to three months interest shall be added to the amount due on the payout or other discharge of this mortgage.

9.0 LATE DISCHARGE FEE

Should the parties not renew the Mortgage prior to the maturity date and the balance of the principal is not paid on the maturity date of the mortgage, an additional Three Hundred and Fifty Dollar (\$350.00) administration fee shall be charged for each month or part thereof and shall be payable to the Mortgagees in addition to any interest due until the date the mortgage is paid off and discharged.

10.0 PAYOUT AFTER 2:00 P.M. and PAYOUT ON A FRIDAY AFTER 2:00 P.M.

PROVIDED further that there will be a charge of three (3) days' interest should payout of this Mortgage be received on a Friday later than 2:00 p.m. Should the mortgage be paid on any weekday other than a Friday later than 2:00 p.m. then a charge of one (1) days' interest will be added to the amount required to payout of the mortgage.

11.0 INSURANCE DEFAULT FEE

PROVIDED further that should the mortgagor be in breach of its obligation to insure as set out in Standard Charge Terms No.200043 the mortgagee shall, in addition to the remedies he is entitled to pursuant to Standard Charge Terms No.200043 be entitled to charge an administration charge fee of \$250.00 for each notice of default received and should the mortgagee place insurance on the property the mortgagee shall be entitle to an insurance Placement fee of \$350.00 in addition to the insurance premium.

12.0 NOTICE OF SALE UNDER MORTGAGE OR NOTICE OF LIEN

PROVIDED further that there will be an administration charge of Fifteen Hundred Dollar (\$1,500.00) plus GST/HST and disbursements to the Mortgagors for each Notice Of Sale under Mortgage received by the Mortgagee from any party whose encumbrance is in priority to this mortgage or any Municipal Work Order or Notice of Lien received under the Construction Lien Act, R.S.O. 1990, C.30, the Condominium Act 1998, S.O.1998 c. 19 or any other relevant Federal, Provincial or Municipal Act.

In addition, at the sole option of the Mortgagee, the loan amount will become payable immediately upon receipt of a Notice of Sale under Mortgage received by the Mortgagee from any party whose encumbrance is in priority to this mortgage or any Municipal Work Order or Notice of Lien received under the Construction Lien Act, R.S.O. 1990, C.30, the Condominium Act 1998, S.O.1998 c. 19 or any other relevant Federal, Provincial or Municipal Act.

12.01 At the sole option of the Mortgagee, the Mortgagee may make any payment(s) required to bring any party whose encumbrance is in priority to this mortgage or any Municipal Work Order or Notice of Lien received under the Construction Lien Act, R.S.O 1990, C.30, the Condominium Act 1998, S.O.1998 c. 19 or any other relevant Federal, Provincial or Municipal Act and is in arrears up to date. Should the Mortgagee make any payment required to bring a prior encumbrance up to date than the sum(s) so paid shall be added to the Principal Amount Due herein and interest shall be charged and due at the rate as set out in the mortgage document and all payments plus interest shall be due forthwith along with an administration charge of \$350.00 per payment. In addition, at the sole option of the Mortgagee, the loan

amount will become payable immediately upon receipt of any notice of arrears Mortgagee from any party whose encumbrance is in priority to this mortgage or any Municipal Work Order or Notice of Lien received under the Construction Lien Act, R.S.O.1990, C.30, the Condominium Act 1998, S.O.1998 c.19 or any other relevant Federal, Provincial or Municipal Act.

13.0 DEFAULT OF PAYMENT AND ISSUING OF NOTICE OF SALE AND STATEMENT OF CLAIM

Upon default of any payment of any fees due under the mortgage and/or any interest and/or principal secured by the Charge/ mortgage the principal amount secured by the Charge/mortgage shall, at the option of the Mortgagee, Immediately become payable. Upon default of payment of the Principal Due at maturity the balance of the principal and interest secured by the Charge/mortgage shall, at the option of the Mortgagee, immediately become due and payable.

The Mortgage may in writing at any time or times after default of payment of principal, interest, and/or fees due may waive such default and any such waiver shall apply only to the particular default waived and shall not operate as a waiver of any other or future default.

For each Notice of Sale under Mortgage issued by the Mortgagee there shall be an administration charge of Fifteen Hundred Dollar (\$1,500.00) by the mortgagee to the mortgagor. In addition or each Statement of Claim under Mortgage issued by the Mortgagee there shall be an additional administration charge of Fifteen Hundred Dollar (\$1,500.00) by the mortgagee to the mortgagor. In addition, on the issuing of a Notice of Sale or Filing a Statement of Claim, the Mortgagee shall be entitled to collect as liquidated damages from the Mortgagor a sum equal to the payment of three (3) months' interest on the principal amount outstanding. The Mortgagee shall also be entitled to charge a monthly charge equal to any late payment charge provided for in this mortgage from the date of default until the date that the mortgagor otherwise redeems the mortgage or the date that the property is sold under Power of Sale.

In addition, for each Notice of Sale under Mortgage issued by the Mortgagee there shall be a charge of Fifteen Hundred Dollar (\$1,500.00) plus GST/HST & Disbursements payable by the Mortgagor to the Mortgagee's lawyer for the preparation and issuing of the Notice of Sale under Mortgage. For each Statement of Claim under Mortgage issued by the Mortgagee there shall be a charge of Fifteen Hundred Dollar (\$1,500.00) plus GST/HST & Disbursements payable by the Mortgagor to the Mortgagee's lawyer for the preparation and issuing of the Statement of Claim under Mortgage. These fees shall be in addition to any legal fees or other costs associated with the mortgagee herein asserting its rights under this mortgage upon any default by the mortgagor. The Mortgagor shall also be liable for the mortgagee's legal fees, disbursements and GST/HST on a solicitor-client basis for any steps taken after the issuing of the Notice of sale including but not limited to any negotiations, court applications, eviction proceedings, listing and sale of the property.

14.0 BY-LAW CONFORMITY AND OCCUPANCY CLAUSE

If at any time the property and/or the building(s) located on the 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, provided further that nothing herein shall be construed so as to permit the Charger the privilege of prepaying the charge/mortgage in whole or in part. Should the property become unoccupied at any time the parties agree that the Mortgagee shall be entitled to enter the property and take possession thereof in order to protect the property from damage or waste.

15.0 DRUGS

The Mortgagor acknowledges and warrants that the property has never been used as a marijuana grow operation or a drug lab. However, should the Charges inspect the property and discover the growing of drugs or criminal activities of any kind were or are being conducted from the property charged the charge shall be in default and the principal amount together with all interest incurred to date will become immediately due and payable.

16.0 TAX/WATER STATUS INQUIRY

Should there be any default during the term of this mortgage the mortgagee may make any verbal or written inquiry as to the status of the property tax and/or local improvement rates or water account due on the property the mortgage the mortgagor shall pay the mortgagee the sum of \$200.00 plus the cost imposed by the municipality for a tax or water certificate for each inquiry.

17.0 REALTY TAXES

The Mortgagor(s) shall provide proof of realty tax payment to the Chargee(s) on an annual basis as requested by the Chargee. In the event the Chargee deems it necessary to pay for realty tax, any amount paid by the Chargee hereof shall be reimbursed to the Chargee, which if unpaid, shall form part of the indebtedness secured by this mortgage bearing interest at the rate set out herein, The Mortgagor shall pay to the Chargee an administrative fee of \$250.00 for each payment of realty taxes made by the Chargee.

18.0 CREDIT BUREAU INQIRY

The Mortgagor(s) hereby authorize the Mortgagee, its employees, agents, solicitor and /or mortgage brokers to conduct searches of their credit history through Equifax Canada Inc. or any other credit reporting agency at the time of renewal of this mortgage or should there be any default under the mortgage by the Mortgagors.

19.0 POSTPONEMENT TO NEW FIRST CHARGE

PROVIDED that the Mortgagor(s) shall have the right from time to time to renew or replace the existing First Charge on the said lands in priority to this Mortgage/Charge upon terms satisfactory to the Mortgagor and at the then current rate of interest for First Mortgages/Charges, and the Mortgagee herein, his heirs, executors, administrators and assigns, shall execute all necessary postponement agreements provided that any increase in the principal amount of the First Mortgage/Charge shall be applied to reduce the principal hereby secured. There shall be a \$500.00 administration fee charged for each postponement plus the Mortgagee's legal fees of \$500.00 plus disbursements and GST/HST for the preparation and registration of each postponement. Where any Mortgage/Charge is registered in priority to this Mortgage/Charge is being advanced in stages the Mortgagor shall pay the Mortgagee the fee of \$250.00 for each approval requested prior to the advance plus the Mortgagee's legal fees of \$250.00 plus GST/HST.

20.0 PARTIAL ADVANCES

Should this Mortgage/Charge not be fully advanced at the time of its registration the Mortgagor shall pay the Mortgagee an inspection fee of \$350.00 for each advance and shall pay the Mortgagee's Legal fees and disbursements or sub-search the title of the property said fees amounting to approximately \$350.00 plus GST/HST and disbursements of approximately \$75.00 plus GST/HST. Should the lender assign or transfer the whole or any part of this mortgage to another lender the Mortgagor shall be responsible for the Mortgagee's Legal fees and disbursements to transfer the mortgage amounting to approximately \$350.00 plus GST/HST plus any government registration fees for each registered assignment. The Mortgagor acknowledges that any fees payable under this paragraph may be deducted from the advance requested and that the Mortgagor shall be liable to repay the full amount of the advance requested despite the deduction of the fees and disbursements incurred.

21.0 DEFAULT LETTERS

Should the mortgagee or his solicitor be required to send the mortgagor a default letter as to any dishonored cheque, late payment or default of any other term of this mortgage an additional fee of Three Hundred and Fifty Dollars (\$350.00) plus GST/HST may be charged by the mortgagee and/or his solicitor for each letter sent.

22.0 STATEMENT FEE

PROVIDED that the Mortgagee/Chargee or his solicitor is required to provide a Mortgage Statement, for discharge or any other purpose, there shall be an administration fee of \$300.00 plus GST/HST for each such Statement prepared by the solicitor in addition to a \$300.00 signing fee due to the Chargee. If Prudent Excellence Mortgage Investment Corporation is the Chargee or one of the Chargees, the \$300.00 signing fee will be pay to Prudent Excellence Mortgage Investment Corporation.

23.0 DISCHARGE FEE

PROVIDED that on the payment of the mortgage the Mortgagor shall pay the Mortgagee(s) legal fees and costs to prepare the discharge of Mortgage in the amount of \$650.00 plus GST/HST and should the discharge be registered electronically the mortgagor shall be liable to pay any registration fees plus GST/HST payable for the registration of the discharge by the Mortgagee in addition to the legal fees. In the event that the Chargee is the trustee for a PRSP and in the event that the financial institution administering the mortgage charges a discharge fee that fee shall be added to the amount required to discharge the mortgage in addition to any other fees charged.

24.0 IMPROVEMENTS TO PROPERTY

The mortgagor warrants that the purpose of this charge is not to finance an improvement on the herein described lands. An improvement means any alteration, addition or repair to any building on the herein described lands or any construction, erection or installation of any building or other structure on the herein described lands. The mortgagee hereby expressly does not consent to any work being performed on the property that may be contemplated by the Construction Lien Act, R.S.O.190, CHAPTER C.30 as amended from time to time.

The Mortgagor(s) agree not to renovate any part of the premises without written approval of the Chargee said approval may be unreasonably withheld.

25.0 NON-TENANCY

The Mortgagor further covenants not to enter into a tenancy agreement prior to registration hereof and agrees not to enter into a tenancy agreement following registration of the charge herein without the prior written consent of the Mortgagor, such consent may be arbitrarily withheld. With respect to any tenancy agreement entered into prior to discharge of this Charge, the Mortgagor shall incorporate into the lease an acknowledgement of priority by the lessee of the terms and provisions of this Charge, including without limitation, an acknowledgement by the lessee thereunder that the Chargees' right to possession will not be bound by, or subject to, the residential tenancy provisions of the Landlord and Tenant Act. In the event of breach of this covenant, the Chargees will be entitled to commence default proceedings.

25.1 ATTORNMENT OF RENT

The parties agree that the mortgagee shall have the right to attorn the rent of any tenant found on the property whether or not the tenancy was entered into prior to or subsequent to the mortgagor(s) entering into this mortgage and whether or not the tenancy was disclosed to the mortgagee prior to or subsequent to the parties entering into this agreement.

26.0 RIGHT OF INSPECTION

Should the mortgagor be in default under any term of the mortgage the mortgagee may exercise a right to enter the property at any time without notice prior to the default being cured by the mortgagor in order to inspect the property and any buildings or other structures thereon. Should the mortgagee exercise this right of inspection he shall be entitled to an inspection fee of \$300.00 per inspection.

27.0 TAKING OF POSSESSION

Should the Mortgagee take possession of the property as part of any default proceedings or otherwise the Mortgagee shall be entitled to and the Mortgagor shall pay or be liable to pay an administration fee of \$750.00 for taking possession plus an additional administration fee of \$200.00 per day plus disbursements or costs incurred for each day or part thereof that he is in possession of the property said fee being for the mortgagee's administering, maintaining and the securing property. The Mortgagor shall also be liable for any costs of the Mortgagee to clean up or repair the property in order to sell or rent the property.

28.0 FEES

Any fees charged by the mortgagee shall be due and payable immediately by the mortgagor. Should said charges not be paid within ten days of the mortgagee giving notice to the mortgagor of the default and the amount of the fees and other costs which are due, said fees, costs and disbursements may be added to the principal due under the mortgage and interest shall be due and payable on the said fees, costs and disbursements at the rate as set out in the mortgage from the date of the default or other event for which the fee is chargeable to the mortgagor by the mortgagee.

At the option of the Chargee the Chargee may declare this mortgage in default and the whole amount of this mortgage shall immediately become due and payable if any payment required under this section has not been made within the time period set out in the previous paragraph.

29.0 RRSP FEES

In addition to any other fees charged by the mortgagee, should the Mortgagee be a Bank or Trust Company holding this mortgage in trust for an RRSP of the lender, the Mortgagor shall be liable to pay any set-up fee, annual fee, renewal fee, discharge fee or other fee charged by the Bank or Trust Company to the RRSP for administering this mortgage. The Mortgagor agrees that these fees shall be deducted from the mortgage advance and paid to the Bank or Trust Company administering the mortgage or paid upon the discharge of the mortgage if not paid during the term thereof.

30.0 ENVIRONMENTAL WARRANTY

The Chargor covenants, represents and warrants that no Hazardous Materials have been released into the environment, or deposited, discharged, placed, located, incorporated, or stored in, at, on, under or near the Charged Premises or any buildings, chattels or improvements thereon, and that it and its tenants have at all times received, handled, stored, treated, shipped and disposed of all Hazardous Materials in strict compliance with all applicable federal, provincial, municipal or local laws, guidelines, requirements and regulations.

For the aforesaid purposes, the term "Hazardous Materials" means:

- a. any radioactive material;
- b. urea formaldehyde foam insulation;
- c. asbestos;
- d. polychlorinated biphenyls (PCBs)
- e. any explosive;
- f. any substance that, if added to any water, would degrade or alter or form part of a process of degradation or alteration of the quality of that water to the extent that it is detrimental to its use by man or by any animal, fish or plant;
- g. any solid, liquid, gas or odour or combination of any of them that, if emitted or released into the natural environment (including the air), would create or contribute to the creation of a condition of the air that endangers the health, safety or welfare of person or persons or the health of animal life, interferes with normal enjoyment of life or property, or causes damage to plant life or to property, or is likely to cause, at some time, harm or degradation to the natural environment or risk to human health;
- h. any hazardous or toxic substance, material, waste, contaminant or pollutant;
- i. any substance declared from time to time to be hazardous, dangerous or toxic under any law, by-law, regulation or other enactment now or hereafter enacted or promulgated by any governmental authority having jurisdiction over the Chargor, the Chargee or the charged property, including but not limited to waste, hazardous or toxic materials, pollutants and contaminants as defined in or regulated by the Environmental Protection Act (or any other applicable federal, provincial, municipal or local law, guideline or regulation); or
- j. any other substance which is or may become hazardous, dangerous or toxic to persons or property.

31.0 BANKRUPTCY OF MORTGAGOR

It is agreed that if the Mortgagor becomes insolvent or makes an assignment or proposal in bankruptcy or if a bankruptcy petition is filed by or presented against the Mortgagor, at the sole option of the Mortgagee, the loan amount will become payable immediately. In addition the Mortgagee shall be entitled to an administrative fee of five hundred dollars (\$500.00) upon receipt of any assignment, proposal in bankruptcy or bankruptcy petition from any Trustee in Bankruptcy or other party said administrative fee to cover the cost of preparation and filing of the mortgagee's proof of claim and providing other documentation to the Trustee or Court. In addition the mortgagor shall be liable for any of the mortgagees legal fees related to the preparation of any documentation required by the Trustee or Court or any other person.

32.0 RECEIVER

At any time and from time to time when there shall be default under the provisions of the Charge, the Chargee may, with or without entry into possession of the Charged Premises or any part thereof, and whether before or after such entry into possession, appoint a receiver or manager (herein called the "Receiver") of the Charged Premises or any part thereof and of the rents and profits thereof or of only the rents and profits thereof, and with or without security, and may from time to time by similar writing remove any Receiver with or without appointing another in his stead and, in making any such appointment or removal, the Chargee shall be deemed to be acting as the agent or attorney for the Chargor. Upon the appointment of any Receiver or Receivers from time to time, the following provisions shall apply:

- a. a statutory declaration of the Chargee as to default under the Charge shall be conclusive evidence thereof for the purposes of the appointment of a Receiver;
- b. every Receiver shall be the agent or attorney of the Chargor (whose appointment as such shall be revocable only by the Chargee) for the collection of all rents and profits falling due and becoming

payable in respect of the Charged Premises or any part thereof whether in respect of any tenancies created in priority to the Charge or subsequent thereto, or otherwise;

c. every Receiver may, in the discretion of the Chargee, be vested with all or any of the powers and discretion of the Chargee;

d. the rights and powers conferred herein in respect of the Receiver are supplemental to and not in substitution of any rights and powers which the Chargee may have;

e. the Chargee may from time-to-time fix the remuneration for every Receiver, who shall be entitled to deduct the same out of revenue or sale proceeds of the Charged Premises;

f. every Receiver shall so far as concerns responsibility for its acts or omissions, be deemed the agent or attorney of the Chargor and in no event the agent of the Chargee;

g. the appointment of every Receiver by the Chargee shall not incur or create any liability on the part of the Chargee to the Receiver or to the Chargor or to any other person in any respect, and such appointment or anything which may be done by any Receiver or the removal of any Receiver or the termination of any receivership shall not have the effect of constituting the Chargee a chargee or mortgagee-in-possession in respect of the Charged Premises or any part thereof;

h. every such Receiver shall from time to time have the power to lease any portion of the Charged Premises which may become vacant, for such term and subject to such provisions as it may deem advisable or expedient, subject to the restrictions on leasing contained in any existing leases or agreements to lease affecting any of the Charged Premises, and in so doing, every Receiver shall act as the attorney or agent of the Chargor and shall have authority to execute under seal any lease of any such premises in the name of and on behalf of the Chargor, and the Chargor agrees to rectify and confirm whatever any Receiver may do in the Charged Premises;

i. every Receiver may make such arrangements, at such time or times as it may deem necessary without the concurrence of any other persons, for the repairing, finishing, adding to, or putting in order of the Charged Premises, including without restricting the generality of the foregoing, completing the construction of any building or buildings, structures, services or improvements on the Charged Premises left in an unfinished state, and constructing or providing for leasehold improvements notwithstanding that the resulting cost may exceed the Adjusted Principal Amount;

j. every Receiver shall have full power to manage, operate, amend, repair or alter the Charged Premises and the buildings and improvements thereon or any part thereof in the name of the Chargor for the purpose of obtaining rental and other income from the charged Premises or any part thereof,

k. no Receiver shall be liable to the Chargor to account for monies other than monies actually received by it in respect of the Charged Premises and out of such monies so received from time to time every Receiver shall, in the following order pay:

i. its remuneration;

ii. all obligations, costs and expenses made or incurred by it, including but not limited to, any expenditures in connection with the management, operation, amendment, repair, construction or alteration of the Charged Premises or any part thereof,

iii. Interest, principal and other monies which may, from time to time, be or become charged upon the Charged Premises in priority to the Charge, including all taxes;

iv. to the Chargee, all Indebtedness, to be applied in such order as the Chargee in its discretion shall determine; and

v. subject to subparagraph (iv) above, at the discretion of the Receiver, interest, principal and other monies which may from time to time constitute a charge or encumbrance on the Charged Premises subsequent in priority or subordinate to the interest of the Chargee under Charge,

and every Receiver may in its discretion retain reasonable reserves to meet accruing amounts and anticipated payments in connection with any of the foregoing and further any surplus remaining in the hands of every Receiver, after payments made and such reasonable reserves retained as aforesaid, shall be payable to the Chargor;

l. the Chargee may at any time and from time to time terminate any receivership by notice in writing to the Chargor and to any Receiver; and

m. save as to monies payable to the Chargor pursuant to subparagraph (k) of this paragraph, the Chargor hereby releases and discharges the Chargee and every Receiver from every claim of every nature, whether sounding in damages for negligence or trespass or otherwise, which may arise or be caused to the Chargor or any person claiming through or under it by reason or as a result of anything done by the

Chargee or as a result of anything done by the Chargee or any Receiver under the provisions of this paragraph, unless such claim be the direct and proximate result of bad faith or gross neglect.

33.0 CONDOMINIUM OR CO-OP

In this Schedule "the Act" means the Condominium Act or similar Act governing condominiums in the province of registration (as from time to time amended or replaced) and "Condominium Corporation" means the corporation created by the registration of a Declaration under the Act.

In the event the property is a condominium unit or a unit in a Co-op form of ownership, in addition to all other provisions of this Charge, the Chargor agrees to comply with the following provisions.

(a) The Chargor will comply with the Act and with the Declaration, by-laws and rules and regulations of the condominium corporation, as they exist from time to time.

(b) The Chargor will pay all amounts required by the Act and by the Declaration and by-laws of the condominium corporation on or before they are due and if required by the Chargee, will provide evidence of such payment. If any such payments are not made when required, the Chargee may make such payments on behalf of the chargor and thereafter declare the Charge to be in default. On receipt of any notice of Default from the Condominium Corporation of payment of Common Expenses, Special Assessments for any other charges there shall be a charge of three hundred and fifty dollars (\$350.00) by the mortgagee to the mortgagor and failure to pay this charge and/or the charges imposed by the Condominium Corporation within 15 days of the Chargee or the Chargee's solicitor sending written notice to the Chargor shall be considered to be a default under this mortgage.

(c) The Chargor will mail or deliver to the Chargee, by prepaid registered mail, copies of every notice, assessment, claim or demand for payment, rule or regulation, request or demand for the Chargor to consent to any matter, and every other communication relating to the charged unit or the common elements of the condominium corporation so that they are received at least 5 days before any claim or demand is payable or response required, or in the case of other communications, within 5 days of the date they are received by the Chargor.

(d) The Chargee is hereby authorized, whether or not the Charge is in default, to exercise the right of the Chargor under the Act to vote at any meeting of the condominium corporation, and to consent to any matter relevant to the management, sale or other dealings with the property or assets of the condominium corporation or the termination of the application of the Act to the condominium corporation.

(e) The Chargee may elect not to exercise its right to vote or consent and may so notify the condominium corporation, in which case the Chargor may vote or consent on its own behalf. The election by the Chargee not to vote or consent can be for a limited period of time or for a particular meeting or matter. Should the Chargee exercise such right to vote or consent for the Chargor, it shall not then become a chargee in possession and shall not be responsible to protect the interest of the Chargor or for the way it shall vote or consent or for any failure to do so.

(f) At the option of the Chargee, the loan amount will become payable immediately if:

(i) government of the property of the condominium corporation under the Act is terminated;

(ii) a vote of the unit owners authorizes the sale of the property of the condominium corporation or of a part of its common elements;

(iii) the condominium corporation fails to comply with the Act, Declaration, by-laws or rules and regulations;

(iv) the condominium corporation fails to insure the units and common elements against destruction or damage by fire and other perils usually insured against for full replacement cost; or

(v) the condominium corporation fails, in the opinion of the Chargee, to manage the condominium property and assets in a careful way or to maintain its assets in good repair.

(g) In addition to the insurance maintained by the condominium corporation pursuant to the requirements of the Act, the Chargor will insure all improvements which at any time are made to the condominium unit and, as well, insure against such additional risks as may be required by the Chargee, will provide the Chargee certified copies of every such insurance policy naming the Chargee as loss payee and, not less than 5 days before any policy expires, evidence of its renewal. If any loss or damage occurs the Chargor will immediately, at its expense, do everything necessary to enable the Chargee to obtain the insurance proceeds. If permitted by law, these proceeds may, at the option of the Chargee, be applied in whole or in part to repair the damage, be paid to the Chargor, or be applied to reduce any part of the loan amount whether or not yet due. The obligation to insure the condominium building may be performed by the condominium corporation and the proceeds of insurance may be payable in the accordance with the Declaration and by-laws of the condominium corporation. Upon the occurrence of a loss or damage, the

Chargor will fully comply with the terms of all insurance policies and with the insurance provisions of such Declaration and by-laws.

34.0 FARM DEBT MEDIATION ACT

That the Mortgagor warrants that he has reviewed the definition of "Farmer" as set out in the Farm Debt Mediation Act and confirm that the mortgagor is not a Farmer, for commercial purposes, as defined in the Act in that it is not engaged in the production of field grown crops, cultivated and uncultivated and horticultural crops, the raising of livestock, poultry and fur-bearing animals, the production of eggs, milk, honey, maple syrup, tobacco, wood from woodlots, fibre and fodder crops and the production or raising of any other prescribed thing or animal.

35.0 STANDARD CHARGE TERMS

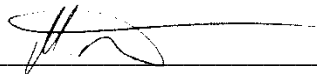
The Mortgagor (s) acknowledges receipt and having read of a copy these terms and of Standard Charge Terms No.200043 and acknowledges that these terms form a material part of the mortgage documentation and that they are bound by them.

36.0 SEVERABILITY

In the event that any of the warranties, representations or covenants, terms or any portion of them contained in this Schedule are unenforceable or are declared invalid for any reason whatsoever, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining terms or portions thereof of this schedule of terms and such unenforceable or invalid warranty, representation, term or covenant or portion thereof shall be severable from the remainder of this Schedule.

2016-02-05

THIS IS EXHIBIT "S" REFERRED TO IN THE
AFFIDAVIT OF FUJIA (FRANK) WANG, SWORN
BEFORE ME THIS 22ND DAY OF FEBRUARY 2022

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned above a solid horizontal line.

A Commissioner, etc.

NOTICE OF SALE UNDER MORTGAGE
Pursuant to the *Mortgages Act*, R.S.O. 1990, c. M-40
as may be amended from time to time

TO: The Parties listed in Schedule "A" attached hereto

TAKE NOTICE that default has been made in payment of the monies due under a certain Mortgage dated the 3rd day of March, 2021 and made Triumph Development HK Bradford Twin Regency Inc. as Mortgagor, Lu Shen and Yuerong Wang as Guarantors and Prudent Excellence Mortgage Investment Corporation as Mortgagee, and which Mortgage was registered in the Land Registry Office for the Land for Land Titles Division of Simcoe (#51) at Barrie on the 5th day of March, 2021 as Instrument Number SC1760648 and which Mortgage covered the following land and premises:

PT LT 16 CON 8 WEST GWILLIMBURY AS IN RO261979 SAVE & EXCEPT PTS 1
& 351R37039; TOWN OF BRADFORD WEST GWILLIMBURY; (PIN: 58041-0138)

Municipally known as 2372 Line 8, Bradford, Ontario

And we hereby give you notice that the amount now due on the Mortgage for principal, interest, and costs respectively is as follows:

Principal outstanding as of November 4 th , 2021	\$600,000.00
Interest at 10.5% Outstanding (Pre-Paid)	N/A
For three months' additional interest	\$15,750.00
Default Administration Fees	\$2,000.00
Legal Costs (inclusive of H.S.T)*	\$4,385.00
 TOTAL	 \$622,135.00

*(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).

Interests have been prepaid until March 3, 2022.

And unless the said sums are paid on or before the 13th day of December, 2021, we shall sell the property covered by the said Charge under the provisions contained therein.

This notice is given to you as you appear to have an interest in the mortgaged premises and may be entitled to redeem the same.

Dated at TORONTO, Ontario this 4th of November, 2021.

Prudent Excellence Mortgage Investment Corporation

by his Solicitors,

XS LAW PROFESSIONAL CORPORATION

212-1370 Don Mills Road

Toronto, ON M3B 3N7

Tel: (905) 564-5836

Fax: (519) 681-9518



Per: _____

Xin Sun

SCHEDULE "A"

Triumph Development HK Bradford Twin Regency Inc.
A10-3000 Highway 7 East
Markham, Ontario
L3R 6E1

Lu Shen
2 Sunrise Ridge Trail
Stouffville, Ontario
L4A 0C9

Yuerong Wang
2 Sunrise Ridge Trail
Stouffville, Ontario
L4A 0C9

Peter Vander Kooij
Box 760, Bradford, ON, L3Z 2B3

Leni Vander Kooij
Box 760, Bradford, ON, L3Z 2B3

DELBROOK TRIUMPHANT BUILDERS INC.
c/o Goldman Sloan Nash & Haber LLP Barristers & Solicitors
1600-480 University Avenue Toronto, ON M5G 1V2

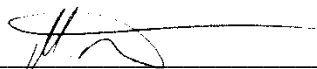
10853828 CANADA INC.
c/o Goldman Sloan Nash & Haber LLP Barristers & Solicitors
1600-480 University Avenue Toronto, ON M5G 1V2

GERRITS ENGINEERING LIMITED
c/o Dooley Lucenti LLP Barristers and Solicitors
10 Checkley Street Barrie, ON L4N 1W1

Xiaofeng Fu
c/o Isabella Dan Professional Corporation
7100 Woodbine Ave., Suite 102 Markham, ON L3R 5J2

Meng Sun
c/o Isabella Dan Professional Corporation
7100 Woodbine Ave., Suite 102 Markham, ON L3R 5J2

THIS IS EXHIBIT "T" REFERRED TO IN THE
AFFIDAVIT OF FUJIA (FRANK) WANG, SWORN
BEFORE ME THIS 22ND DAY OF FEBRUARY 2022

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned above a solid horizontal line.

A Commissioner, etc.



Ontario

ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 6

PREPARED FOR llynda001

ON 2022/02/18 AT 12:11:58

LAND

REGISTRY

OFFICE #65

29590-0032 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION:

UNIT 32, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1059 AND ITS APPURTENANT INTEREST. S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION YR785090. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: BLOCKS 1 & 2, PART BLOCK 3, PL 65M3831, PTS 2, 3, 9 TO 24 INCL., 47 & 48, PL 65R28190; S/T EASEMENT IN GROSS OVER PT 32 ON 65R29100 & PT COMMON ELEMENTS OF YORK REGION VACANT LAND CONDO PL 1059 DES AS PTS 73 TO 84 ON 65R29100 & PTS 5,9,17,20 & 47 ON 65R28190 AS IN YR828890. T/W EASE OVER PT BLK 7, PL 65M3831, PT 43, 65R28190, AS IN YR1063700. T/W EASE OVER (1) BLKS 4,5,6 & 7, 65M3831, (2) PT LT 12 & 13 CON 5 WHITCHURCH AS IN R632215, ALL AS IN YR1063701. T/W EASE OVER (1) PT BLK 4 PL 65M3831, PTS 35,40, 65R28190 (2) PT BLK 6 PL 65M3831, PTS 41,42, 65R28190 & (3) PT LT 13 CON 5, PTS 44,45, 65R28190, AS IN YR1063702. T/W EASE OVER (1) PT BLK 4 PL 65M3831, PTS 36,39, 65R28190 & (2) PT BLK 5 PL 65M3831, PT 37, 65R28190, AS IN YR1063703. S/T EASE OVER PT OF THE COMMON ELEMENTS OF YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1059, PTS 5,9,12,14,17,20 & 47, 65R28190 & PTS 82,83 & 84, 65R29100, IN FAVOUR OF (1) BLKS 4,5,6,7, PLAN 65M3831 & (2) PT LTS 12 & 13, CON 5 AS IN R632215, ALL AS IN YR1063739. S/T EASE OVER PT OF THE COMMON ELEMENTS OF YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1059, PTS 47 & 48, 65R28190, IN FAVOUR OF (1) BLKS 4,5,6,7, PLAN 65M3831 & (2) PT LTS 12 & 13 CON 5 AS IN R632215, ALL AS IN YR1063774.; TOWN OF WHITCHURCH-STOUFFVILLE

PROPERTY REMARKS:

FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2004/12/07.

ESTATE/QUALIFIER:

RECENTLY:

EIN CREATION DATE:

FEE SIMPLE

CONDOMINIUM FROM 03701-0242

2006/03/08

LT ABSOLUTE PLUS

OWNERS' NAMES

WANG, YUERONG

CAPACITY SHARE
OWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHRD
** PRINTOUT		INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2006/03/08 **				
** SUBJECT TO SUBSECTION		44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *				
**		PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **				
**		TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **				
NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY						
YR426328	2004/02/09	CHARGE		*** DELETED AGAINST THIS PROPERTY *** CCCC EMERALD HILLS LTD.	CLUBLINK CORPORATION	
YR539716	2004/09/28	CHARGE		*** DELETED AGAINST THIS PROPERTY *** CCCC EMERALD HILLS LTD.	HSBC BANK CANADA	
YR539723	2004/09/28	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** CLUBLINK CORPORATION	HSBC BANK CANADA	
		REMARKS: YR426328 TO YR539716				
YR647280	2005/06/03	NOTICE		OWNERS	THE REGIONAL MUNICIPALITY OF YORK	C
YR659485	2005/06/29	NO SUB AGREEMENT		THE CORPORATION OF THE TOWN OF WHITCHURCH-STOUFFVILLE		C
YR659609	2005/06/29	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** CLUBLINK CORPORATION	THE CORPORATION OF THE TOWN OF WHITCHURCH-STOUFFVILLE	
		REMARKS: YR426328 TO YR659485				

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.



29590-0032 (LT)

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
YR659610	2005/06/29	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** HSBC BANK CANADA	THE CORPORATION OF THE TOWN OF WHITCHURCH-STOUFVILLE	
		REMARKS: YR539716 TO YR659485				
YR693331	2005/08/31	TRANSFER EASEMENT	\$2	CCCC EMERALD HILLS LTD.	THE REGIONAL MUNICIPALITY OF YORK	C
YR693356	2005/08/31	TRANSFER EASEMENT	\$2	CCCC EMERALD HILLS LTD.	THE REGIONAL MUNICIPALITY OF YORK	C
YR693463	2005/08/31	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** HSBC BANK CANADA	THE REGIONAL MUNICIPALITY OF YORK	
		REMARKS: YR539716 TO YR693331.				
YR693464	2005/08/31	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** HSBC BANK CANADA	THE REGIONAL MUNICIPALITY OF YORK	
		REMARKS: YR539716 TO YR693356				
YR693465	2005/08/31	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** CLUBLINK CORPORATION	THE REGIONAL MUNICIPALITY OF YORK	
		REMARKS: YR426328 TO YR693331 (SEE YR1130213) DELETED 2013/07/15				
YR693466	2005/08/31	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** CLUBLINK CORPORATION	THE REGIONAL MUNICIPALITY OF YORK	
		REMARKS: YR426328 TO YR693356				
YR771513	2006/02/01	APL ANNEX REST COV		ASPEN RIDGE HOMES (EMERALD HILLS) LTD. 7, 10, 11, 13, 15, 16, 18 & 19, PL 65R28190		C
		REMARKS: PT BLS 1 & 3, PL 65M3831, PTS 1, 2, 3, 4, 6,				
YR785090	2006/03/03	DECLARATION CONDO		ASPEN RIDGE HOMES (EMERALD HILLS) LTD.		C
YRCP1059	2006/03/03	PLAN CONDOMINIUM				C
65R29100	2006/05/30	PLAN REFERENCE				C
YR827383	2006/06/02	CONDO BYLAW/98		YORK REGION VACANT LAND CONDOMINIUM CORPORATION NO. 1059		C
		REMARKS: NO. 1				
YR827384	2006/06/02	CONDO BYLAW/98		YORK REGION VACANT LAND CONDOMINIUM CORPORATION NO. 1059		C
		REMARKS: NO. 2				
YR827385	2006/06/02	CONDO BYLAW/98		YORK REGION VACANT LAND CONDOMINIUM CORPORATION NO. 1059		C
		REMARKS: NO. 3				

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PAGE 3 OF 6
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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR827386	2006/06/02	CONDO BYLAW/98		YORK REGION VACANT LAND CONDOMINIUM CORPORATION NO. 1059		C
	REMARKS: NO. 4					
YR827390	2006/06/02	CONDO BYLAW/98		YORK REGION VACANT LAND CONDOMINIUM CORPORATION NO. 1059		C
	REMARKS: NO. 5					
YR827391	2006/06/02	CONDO BYLAW/98		YORK REGION VACANT LAND CONDOMINIUM CORPORATION NO. 1059		C
	REMARKS: NO. 6					
YR827392	2006/06/02	CONDO BYLAW/98		YORK REGION VACANT LAND CONDOMINIUM CORPORATION NO. 1059		C
	REMARKS: NO. 7					
YR827393	2006/06/02	CONDO BYLAW/98		YORK REGION VACANT LAND CONDOMINIUM CORPORATION NO. 1059		C
	REMARKS: NO. 8					
YR828243	2006/06/05	LR'S ORDER		LAND REGISTRAR		C
	REMARKS: AMEND					
YR828890	2006/06/06	TRANSFER EASEMENT	\$2	ASPEN RIDGE HOMES (EMERALD HILLS) LTD. YORK REGION VACANT LAND CONDOMINIUM CORPORATION NO. 1059	HYDRO ONE NETWORKS INC.	C
YR830506	2006/06/09	NOTICE	\$2	YORK REGION VACANT LAND CONDOMINIUM CORPORATION NO. 1059		C
YR830507	2006/06/09	NOTICE	\$2	YORK REGION VACANT LAND CONDOMINIUM CORPORATION NO. 1059		C
YR830513	2006/06/09	NOTICE	\$2	YORK REGION VACANT LAND CONDOMINIUM CORPORATION NO. 1059		C
YR841454	2006/06/29	TRANSFER		*** COMPLETELY DELETED *** ASPEN RIDGE HOMES (EMERALD HILLS) LTD.	MALVASI, PASQUALINA FRANCESCA ANNA	
YR841455	2006/06/29	CHARGE		*** COMPLETELY DELETED *** MALVASI, PASQUALINA FRANCESCA ANNA	FIRST NATIONAL FINANCIAL GP CORPORATION	
YR841465	2006/06/29	DISCH OF CHARGE		*** COMPLETELY DELETED *** CLUBLINK CORPORATION		
	REMARKS: RE: YR426328					
YR966747	2007/03/30	DISCH OF CHARGE		*** COMPLETELY DELETED *** HSBC BANK CANADA		
	REMARKS: RE: YR539716					
YR1063739	2007/10/01	TRANSFER EASEMENT	\$2	YORK REGION VACANT LAND CONDOMINIUM CORPORATION NO. 1059	CLUBLINK CORPORATION	C
	REMARKS: COMMITTEE OF ADJUSTMENT CONSENT					

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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 4 OF 6
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* 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
YR1063774	2007/10/01	TRANSFER EASEMENT REMARKS: COMMITTEE OF ADJUSTMENT CONSENT	\$2	YORK REGION VACANT LAND CONDOMINIUM CORPORATION NO. 1059	CLUBLINK CORPORATION	C
YR1100076	2007/12/11	CHARGE		*** COMPLETELY DELETED *** MALVASI, PASQUALINA FRANCESCA ANNA	FIRST NATIONAL FINANCIAL GP CORPORATION	
YR1103207	2007/12/17	CONDO BYLAW/98 REMARKS: BY-LAW NO. 9		YORK REGION VACANT LAND CONDOMINIUM CORPORATION NO. 1059		C
YR1136018	2008/03/13	DISCH OF CHARGE REMARKS: RE: YR841455		*** COMPLETELY DELETED *** FIRST NATIONAL FINANCIAL GP CORPORATION		
YR1319397	2009/05/22	NOTICE REMARKS: AMENITY BLOCK AMENDING AGREEMENT		ASPEN RIDGE HOMES (EMERALD HILLS) LTD. YORK REGION VACANT LAND CONDOMINIUM CORPORATION NO. 1059 YORK REGION VACANT LAND CONDOMINIUM CORPORATION NO. 1146		C
YR1358525	2009/08/14	NO CHNG ADDR CONDO		YORK REGION VACANT LAND CONDOMINIUM CORPORATION NO. 1059		C
YR1395406	2009/10/28	CONDO AMENDMENT REMARKS: YR785090.		YORK REGION VACANT LAND CONDOMINIUM CORPORATION NO. 1059		C
YR1697695	2011/08/18	CHARGE		*** COMPLETELY DELETED *** MALVASI, PASQUALINA FRANCESCA ANNA	THE TORONTO-DOMINION BANK	
YR1707800	2011/09/06	DISCH OF CHARGE REMARKS: YR1100076.		*** COMPLETELY DELETED *** FIRST NATIONAL FINANCIAL GP CORPORATION		
YR1812913	2012/04/25	TRANSFER		*** COMPLETELY DELETED *** MALVASI, PASQUALINA FRANCESCA ANNA	DELIC, JENNIFER	
YR1825489	2012/05/22	DISCH OF CHARGE REMARKS: YR1697695.		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
YR2223886	2014/12/01	CHARGE		*** COMPLETELY DELETED *** DELIC, JENNIFER	THE TORONTO-DOMINION BANK	
YR2492014	2016/06/22	TRANSFER	\$961,172	DELIC, JENNIFER	WANG, YUERONG	C

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PAGE 5 OF 6
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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR2492015	2016/06/22	CHARGE		*** COMPLETELY DELETED *** WANG, YUERONG	CANADIAN IMPERIAL BANK OF COMMERCE	
YR2510797	2016/07/21	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
		REMARKS: YR22238866.				
YR2703399	2017/07/18	CHARGE	\$1,450,000	WANG, YUERONG	CANADIAN IMPERIAL BANK OF COMMERCE	C
YR2753316	2017/11/01	CHARGE		*** COMPLETELY DELETED *** WANG, YUERONG	CHAN, PUN TSAI	
YR2825750	2018/05/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** CHAN, PUN TSAI		
		REMARKS: YR2753316.				
YR2825769	2018/05/10	CHARGE		*** COMPLETELY DELETED *** WANG, YUERONG	TSANG, KAM MING RICHARD	
YR2862007	2018/08/15	DISCH OF CHARGE		*** COMPLETELY DELETED *** CANADIAN IMPERIAL BANK OF COMMERCE		
		REMARKS: YR2492015.				
YR2862283	2018/08/16	CHARGE		*** COMPLETELY DELETED *** WANG, YUERONG	YH CAPITAL CORP. OU, YIQING	
YR2862518	2018/08/16	DISCH OF CHARGE		*** COMPLETELY DELETED *** TSANG, KAM MING RICHARD		
		REMARKS: YR2825769.				
YR2952579	2019/04/24	NO CHNG ADDR CONDO		YORK REGION VACANT LAND CONDOMINIUM CORPORATION NO. 1059		C
YR2979578	2019/07/03	NOTICE		WANG, YUERONG	YH CAPITAL CORP. OU, YIQING	C
YR3113116	2020/06/26	DISCH OF CHARGE		*** COMPLETELY DELETED *** YH CAPITAL CORP. OU, YIQING		
		REMARKS: YR2862283.				
YR3138051	2020/09/08	CHARGE	\$500,000	WANG, YUERONG	HO, ANGELA YIP, MING HUEN WENDY	C

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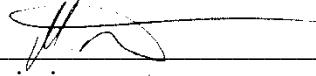
PAGE 6 OF 6
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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR3280772	2021/07/12	CHARGE	\$10,000,000	WANG, YUERONG	FU, XIAOFENG SUN, MENG	C
YR3340654	2021/11/12	RESTRICTIONS ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	WISEWAY GLOBAL CANADA CONSULTING LTD.	C
		REMARKS: (A) SELLING, REMOVING, DISSIPATING, ALIENATING, TRANSFERRING, ASSIGNING, ENCUMBERING, OR SIMILARLY DEALING WITH ANY OF THEIR PERSONAL AND REAL PROPERTIES WHEREVER SITUATE IN ONTARIO, INCLUDING BUT NOT LIMITED TO THE REAL PROPERTIES LISTED IN SCHEDULE "A" HERETO; (B) INSTRUCTING, REQUESTING, COUNSELLING, DEMANDING, OR ENCOURAGING ANY OTHER PERSON TO DO SO; AND (C) FACILITATING, ASSISTING IN, AIDING, ABETTING, OR PARTICIPATING IN ANY ACTS THE EFFECT OF WHICH IS TO DO SO.				
YR3344421	2021/11/22	RESTRICTIONS ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	WISEWAY GLOBAL CANADA CONSULTING LTD.	C
		REMARKS: THIS COURT ORDERS THAT LU SHEN AND YUERONG WANG ARE RESTRAINED FROM DIRECTLY OR INDIRECTLY, BY ANY MEANS WHATSOEVER: (A) SELLING, REMOVING, DISSIPATING, ALIENATING, TRANSFERRING, ASSIGNING, ENCUMBERING, OR SIMILARLY DEALING WITH ANY OF THEIR PERSONAL AND REAL PROPERTIES WHEREVER SITUATE IN ONTARIO, INCLUDING BUT NOT LIMITED TO THE REAL PROPERTIES LISTED HEREIN.				
YR3347563	2021/11/30	CONDO LIEN/98	\$4,253	YORK REGION VACANT LAND CONDOMINIUM CORPORATION NO. 1059		C
YR3360251	2021/12/23	RESTRICTIONS ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	WISEWAY GLOBAL CANADA CONSULTING LTD.	C
		REMARKS: PARTIES ARE RESTRAINED FROM DIRECTLY OR INDIRECTLY, BY ANYMEANS WHATSOEVER IN SELLING, REMOVING, DISSIPATING, TRANSFERRING, ASSIGNING, ENCUMBERING, OR SIMILARLY DEALING WITH THE PROPERTIES.				
YR3379596	2022/02/10	DIS CONDO LIEN		YORK REGION VACANT LAND CONDOMINIUM CORPORATION NO. 1059		
		REMARKS: YR3347563.				

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THIS IS EXHIBIT "U" REFERRED TO IN THE
AFFIDAVIT OF FUJIA (FRANK) WANG, SWORN
BEFORE ME THIS 22ND DAY OF FEBRUARY 2022

A handwritten signature in black ink, appearing to be 'F. Wang', written over a horizontal line.

A Commissioner, etc.

Properties

<i>PIN</i>	03203 - 0081 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	LT 5 PL 216 WHITCHURCH ; RICHMOND HILL		
<i>Address</i>	176 OLDE BAYVIEW AVENUE RICHMOND HILL		
<i>PIN</i>	03203 - 0082 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	LT 6 PL 216 WHITCHURCH; TOWN OF RICHMOND HILL		
<i>Address</i>	180 OLDE BAYVIEW AVENUE RICHMOND HILL		
<i>PIN</i>	29590 - 0032 LT	<i>Interest/Estate</i>	Fee Simple
<i>Description</i>	UNIT 32, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1059 AND ITS APPURTENANT INTEREST. S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION YR785090. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: BLOCKS 1 & 2, PART BLOCK 3, PL 65M3831, PTS 2, 3, 9 TO 24 INCL., 47 & 48, PL 65R28190; S/T EASEMENT IN GROSS OVER PT 32 ON 65R29100 & PT COMMON ELEMENTS OF YORK REGION VACANT LAND CONDO PL 1059 DES AS PTS 73 TO 84 ON 65R29100 & PTS 5,9,17,20 & 47 ON 65R28190 AS IN YR828890. T/W EASE OVER PT BLK 7, PL 65M3831, PT 43, 65R28190, AS IN YR1063700. T/W EASE OVER (1) BLKS 4,5,6 & 7, 65M3831, (2) PT LT 12 & 13 CON 5 WHITCHURCH AS IN R632215, ALL AS IN YR1063701. T/W EASE OVER (1) PT BLK 4 PL 65M3831, PTS 35,40, 65R28190 (2) PT BLK 6 PL 65M3831, PTS 41,42, 65R28190 & (3) PT LT 13 CON 5, PTS 44,45, 65R28190, AS IN YR1063702. T/W EASE OVER (1) PT BLK 4 PL 65M3831, PTS 36,39, 65R28190 & (2) PT BLK 5 PL 65M3831, PT 37, 65R28190, AS IN YR1063703. S/T EASE OVER PT OF THE COMMON ELEMENTS OF YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1059, PTS 5,9,12,14,17,20 & 47, 65R28190 & PTS 82,83 & 84, 65R29100, IN FAVOUR OF (1) BLKS 4,5,6,7, PLAN 65M3831 & (2) PT LTS 12 & 13, CON 5 AS IN R632215, ALL AS IN YR1063739. S/T EASE OVER PT OF THE COMMON ELEMENTS OF YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1059, PTS 47 & 48, 65R28190, IN FAVOUR OF (1) BLKS 4,5,6,7, PLAN 65M3831 & (2) PT LTS 12 & 13 CON 5 AS IN R632215, ALL AS IN YR1063774.; TOWN OF WHITCHURCH-STOUFFVILLE		
<i>Address</i>	2 SUNRISE RIDGE TRAIL STOUFFVILLE		

Party From(s)

Name ONTARIO SUPERIOR COURT OF JUSTICE
Address for Service 330 University Avenue
 Toronto, Ontario
 M5G 1R7

Applicant(s) *Capacity* *Share*

Name WISEWAY GLOBAL CANADA CONSULTING LTD.
Address for Service c/o Weintraub Erskine Huang LLP
 365 Bay Street
 Suite 501
 Toronto, Ontario
 M5H 2V1

Statements

The applicant applies to register the following order See Schedules. The order is still in full force and effect
 The court order contains the following title related restriction: Lu Shen and Yuerong Wang are restrained from directly or indirectly, by any means whatsoever in selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with the properties in PINs 03203-0081, 03203-0082 and 29590-0032.

Signed By

Nathaniel Jacob Wolfish 203-345 Wilson Avenue acting for Signed 2021 12 23
North York Applicant(s)

Tel 416-398-6652
 Fax 416-398-0878

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

NIEL WOLFISH 203-345 Wilson Avenue 2021 12 23
North York
M3H 5W1

Tel 416-398-6652
Fax 416-398-0878

Fees/Taxes/Payment

<i>Statutory Registration Fee</i>	\$66.30
<i>Total Paid</i>	\$66.30



Court File No. CV-21-00668229-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE
JUSTICE AKBARALI

)
)
)

FRIDAY, THE 15th
DAY OF OCTOBER, 2021

BETWEEN:

(Court Seal)

WISEWAY GLOBAL CANADA CONSULTING LTD.

Plaintiff

and

LU SHEN a.k.a Wilson Shen, YUERONG WANG and CTBC BANK CORP.
(CANADA)

Defendants

ORDER

THIS MOTION, made with notice by the Plaintiff, for an Order for an interim Order in the form of a *Mareva* injunction restraining the Defendants Lu Shen and Yuerong Wang from dissipating their assets and other relief, was heard this day at the court house, 330 University Avenue, Toronto ON M5G 1R7.

ON READING the Statement of Claim issued September 3, 2021, the Motion Record of Wiseway Global Canada Consulting Ltd. dated September 7, 2021, the Supplementary Motion Record of Wiseway Global Canada Consulting Ltd. dated September 9, 2021, the Factum of Wiseway Global Canada Consulting Ltd. dated September 7, 2021, Compendium of Wiseway Global Canada Consulting Ltd. Dated September 9, 2021, the Order of Justice Pollak dated September 10, 2021, the Order of Justice Dunphy dated September 20, 2021, the Order of Justice Stinson dated October

10, 2021, four cases filed, two Affidavits of Attempted Service of Chris Eliopoulos sworn September 13, 2021, the Affidavit of Service of Madora Rana sworn September 15, 2021, the Affidavit of Service of Hanqiong (Joan) Xu sworn October 7, 2021, and on hearing the submissions of counsel for the Plaintiff, and on hearing submissions from the Defendant CTBC Bank Corp. (Canada), no one appearing on behalf of the Defendants Lu Shen and Yuerong Wang even though they received notice of this hearing, and on noting the undertaking of the Plaintiff to abide by any Order this Court may make concerning damages arising from the granting and enforcement of this Order,

1. **THIS COURT ORDERS** that the Order of Justice Pollak dated September 10, 2021 in *Wiseway Global Canada Consulting Ltd. v. Lu Shen and Yuerong Wang*, CV-21-00664711-000, which was continued by the Order of Justice Dunphy on September 20, 2021 and further continued by the Order of Justice Stinson, be continued until further Orders of this Court;
2. **THIS COURT ORDERS** that Lu Shen and Yuerong Wang are restrained from directly or indirectly, by any means whatsoever:
 - (a) selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with any of their personal and real properties wherever situate in Ontario, including but not limited to the real properties listed in Schedule "A" hereto;
 - (b) instructing, requesting, counselling, demanding, or encouraging any other person to do so; and
 - (c) facilitating, assisting in, aiding, abetting, or participating in any acts the effect of which is to do so.
3. **THIS COURT ORDERS** that paragraph 2 applies to all of Lu Shen and Yuerong Wang's assets whether or not they are in their own name and whether they are solely or jointly

owned. For the purpose of this order, Lu Shen and Yuerong Wang's assets include any asset which either of them has the power, directly or indirectly, to dispose of or deal with as if it were his or her own. Lu Shen and Yuerong Wang are to be regarded as having such power if a third party holds or controls the assets in accordance with his or her direct or indirect instructions.

4. **THIS COURT ORDERS** that if the total value free of charges or other securities of Lu Shen and Yuerong Wang's assets in Ontario exceeds \$6,000,000.00, Lu Shen and Yuerong Wang may sell, remove, dissipate, alienate, transfer, assign, encumber, or similarly deal with them so long as the total unencumbered value of the Respondents' assets in Ontario remains above \$6,000,000.00.

Ordinary Living Expenses

5. **THIS COURT ORDERS** that Lu Shen and Yuerong Wang may apply for an order, on at least twenty-four (24) hours notice to the Plaintiff, specifying the amount of funds which Lu Shen and Yuerong Wang are entitled to spend on ordinary living expenses and legal advice and representation.

Disclosure of Information

6. **THIS COURT ORDERS** that Lu Shen and Yuerong Wang prepare and provide to the Plaintiff within **ten** days of the date of service of this Order effected under the *Rules of Civil Procedure*, a sworn statement describing the nature, value, and location of their assets worldwide, whether in their own name or not and whether solely or jointly owned.

7. **THIS COURT ORDERS** that Lu Shen and Yuerong Wang submit to examinations under oath within **ten** days of the delivery by Lu Shen and Yuerong Wang of the aforementioned sworn statements.

8. **THIS COURT ORDERS** that if the provision of any of this information is likely to incriminate Lu Shen and Yuerong Wang, he or she may be entitled to refuse to provide it, but is recommended to take legal advice before refusing to provide the information. Wrongful refusal to provide the information referred to in paragraph 7 herein is contempt of court and may render Lu Shen and Yuerong Wang liable to be imprisoned, fined, or have his assets seized.

Third Parties

9. **THIS COURT ORDERS** that any financial institution (other than CTBC) in Canada which has been served with this Order to forthwith freeze and prevent any removal or transfer of monies or assets of Lu Shen and Yuerong Wang held in any account or on credit on behalf of Lu Shen and Yuerong Wang, with the financial institution, until further Order of the Court.

10. **THIS COURT ORDERS** that the financial institution (other than CTBC) which has been served with this Order to forthwith disclose and deliver up to the Plaintiff any and all records, after January 1, 2019, held by them concerning Lu Shen and Yuerong Wang's assets and accounts, including the existence, nature, value and location of any monies or assets or credit, wherever situate, held on behalf of Lu Shen and Yuerong Wang by that institution.

Alternative Payment of Security into Court

11. **THIS COURT ORDERS** that this Order will cease to have effect if Lu Shen and Yuerong Wang provide security by paying the sum of **\$6,000,000.00** into Court, and the Accountant of the Superior Court of Justice is hereby directed to accept such payment.

Variation, Discharge or Extension of Order

12. **THIS COURT ORDERS** that anyone served with or notified of this Order may apply to the Court at any time to vary or discharge this order, on four (4) days notice to the Applicant.
13. **THIS COURT ORDERS** that CTBC disclose to the Plaintiff all bank account statements after January 1, 2019 of the accounts held at CTBC in which Shen and/or Wang has direct or indirect authority.
14. **THIS COURT ORDERS** that the Plaintiff pay \$10,000 to the Accountants of the Superior Court of Justice within 10 business days from this Order's date, which amount is subject to further orders of the Court.
15. **THIS COURT ORDERS** that Lu Shen and Yuerong Wang pay costs in the amount of \$39,468.95, within 30 days of this Order's date.



A handwritten signature in black ink, consisting of a stylized 'L' and 'S' followed by a horizontal line extending to the right.

SCHEDULE "A"

176 Olde Bayview Avenue, Richmond Hill, Ontario

PIN: 03203-0081 (LT)

LT 5 PL 216 WHITCHURCH ; RICHMOND HILL

180 Olde Bayview Avenue, Richmond Hill

PIN: 03203-0082 (LT)

LT 6 PL 216 WHITCHURCH; TOWN OF RICHMOND HILL

2 Sunrise Ridge Trail, Whitchurch-Stouffville, Ontario

PIN: 29590-0032 (LT)

UNIT 32, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1059 AND ITS APPURTENANT INTEREST. S/T AND T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION YR785090. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: BLOCKS 1 & 2, PART BLOCK 3, PL 65M3831, PTS 2, 3, 9 TO 24 INCL., 47 & 48, PL 65R28190; S/T EASEMENT IN GROSS OVER PT 32 ON 65R29100 & PT COMMON ELEMENTS OF YORK REGION VACANT LAND CONDO PL 1059 DES AS PTS 73 TO 84 ON 65R29100 & PTS 5,9,17,20 & 47 ON 65R28190 AS IN YR828890. T/W EASE OVER PT BLK 7, PL 65M3831, PT 43, 65R28190, AS IN YR1063700. T/W EASE OVER (1) BLKS 4,5,6 & 7, 65M3831, (2) PT LT 12 & 13 CON 5 WHITCHURCH AS IN R632215, ALL AS IN YR1063701. T/W EASE OVER (1) PT BLK 4 PL 65M3831, PTS 35,40, 65R28190 (2) PT BLK 6 PL 65M3831, PTS 41,42, 65R28190 & (3) PT LT 13 CON 5, PTS 44,45, 65R28190, AS IN YR1063702. T/W EASE OVER (1) PT BLK 4 PL 65M3831, PTS 36,39, 65R28190 & (2) PT BLK 5 PL 65M3831, PT 37, 65R28190, AS IN YR1063703. S/T EASE OVER PT OF THE COMMON ELEMENTS OF YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1059, PTS 5,9,12,14,17,20 & 47, 65R28190 & PTS 82,83 & 84, 65R29100, IN FAVOUR OF (1) BLKS 4,5,6,7, PLAN 65M3831 & (2) PT LTS 12 & 13, CON 5 AS IN R632215, ALL AS IN YR1063739. S/T EASE OVER PT OF THE COMMON ELEMENTS OF YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1059, PTS 47 & 48, 65R28190, IN FAVOUR OF (1) BLKS 4,5,6,7, PLAN 65M3831 & (2) PT LTS 12 & 13 CON 5 AS IN R632215, ALL AS IN YR1063774.; TOWN OF WHITCHURCH-STOUFFVILLE

WISEWAY GLOBAL CANADA CONSULTING LTD.
Plaintiff

-and- LU SHEN a.k.a Wilson Shen, YUERONG WANG and CTBC
BANK CORP. (CANADA)
Defendants

Court File No. CV-21-00668229-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT
TORONTO

ORDER

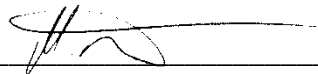
WEINTRAUB ERSKINE HUANG LLP
Barristers and Solicitors
365 Bay Street, Suite 501
Toronto, ON M5H 2V1

Rebecca Huang (LSO# 52555D)
rebecca.huang@wehLitigation.com
Vincent DeMarco (LSO# 72851D)
vincent.demarco@wehLitigation.com

Tel: 416.306.8450
Fax: 416.306.8451

Lawyers for the Plaintiff

THIS IS EXHIBIT "V" REFERRED TO IN THE
AFFIDAVIT OF FUJIA (FRANK) WANG, SWORN
BEFORE ME THIS 22ND DAY OF FEBRUARY 2022

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned above a solid horizontal line.

A Commissioner, etc.



Corporate Profile / Profil corporatif

Date and time of Corporate Profile (YYYY-MM-DD)	2022-02-18 12:49 PM	(AAAA-MM-JJ) Date et heure du Profil corporatif
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CORPORATE INFORMATION		RENSEIGNEMENTS CORPORATIFS
Corporate name	Dénomination	
	Wiseway Global Canada Consulting Ltd.	
Corporation number	1170939-9	Numéro de société ou d'organisation
Business number	763368735RC0001	Numéro d'entreprise
Governing legislation	Régime législatif	
	Canada Business Corporations Act (CBCA) - 2019-10-30 Loi canadienne sur les sociétés par actions (LCSA) - 2019-10-30	
Status	Statut	
	Active Active	

REGISTERED OFFICE ADDRESS	ADRESSE DU SIÈGE
	2 Sunrise Ridge Trail Whitchurch-Stouffville ON L4A 7X5 Canada

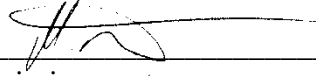
ANNUAL FILINGS	DÉPÔTS ANNUELS		
Anniversary date (MM-DD)	10-30	(MM-JJ) Date anniversaire	
Filing period (MM-DD)	10-30 to/au 12-29	(MM-JJ) Période de dépôt	
Status of annual filings	Statut des dépôts annuels		
	Not due	2022	N'est pas dû
	Overdue	2021	En retard
	Overdue	2020	En retard
Date of last annual meeting (YYYY-MM-DD)	Not available / Pas disponible	(AAAA-MM-JJ) Date de la dernière assemblée annuelle	
Type	Type		
	Not available Pas disponible		

DIRECTORS		ADMINISTRATEURS
Minimum number	1	Nombre minimal
Maximum number	10	Nombre maximal
Current number	1	Nombre actuel
Jun Chen	7209 Dow Avenue, Burnaby BC V5J 3X3, Canada	

CORPORATE HISTORY		HISTORIQUE CORPORATIF
Corporate name history (YYYY-MM-DD)		(AAAA-MM-JJ) Historique de la dénomination
2019-10-30 to present / à maintenant	Wiseway Global Canada Consulting Ltd.	
Certificates issued (YYYY-MM-DD)		(AAAA-MM-JJ) Certificats émis
Certificate of Incorporation	2019-10-30	Certificat de constitution en société
Amendments details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed.	Seuls les renseignements concernant les modifications effectuées après 2010-03-20 sont disponibles. Certains certificats émis avant 2000 pourraient ne pas être listés.	
Documents filed (YYYY-MM-DD)		(AAAA-MM-JJ) Documents déposés

The Corporate Profile sets out the most recent information filed with and accepted by Corporations Canada as of the date and time set out on the Profile.	Le Profil corporatif fait état des renseignements fournis et acceptés par Corporations Canada à la date et à l'heure indiquées dans le profil.
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THIS IS EXHIBIT "W" REFERRED TO IN THE
AFFIDAVIT OF FUJIA (FRANK) WANG, SWORN
BEFORE ME THIS 22ND DAY OF FEBRUARY 2022

A handwritten signature in black ink, appearing to be 'FW', is written over a horizontal line.

A Commissioner, etc.

Court File No.

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

B E T W E E N:

**PRUDENT EXCELLENCE MORTGAGE INVESTMENT
CORPORATION**

Applicant

- and -

TRIUMPH DEVELOPMENT HK BRADFORD TWIN REGENCY INC.

Respondent

APPLICATION UNDER SUBSECTION 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

CONSENT

BDO CANADA LIMITED (“**BDO**”) hereby consents to act as Court-appointed receiver, without security, of the Respondent pursuant to subsection 243(1) of *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, in accordance with an order substantially in the form requested by the Applicant, or as such order may be amended in a manner satisfactory to BDO.

DATED this 18th day of February, 2022

BDO CANADA LIMITED



By: _____

Name: Josie Parisi

Position: Senior Vice-President

I have authority to bind the corporation

PRUDENT EXCELLENCE MORTGAGE INVESTMENT
CORPORATION

Applicant

-and-

TRIUMPH DEVELOPMENT HK BRADFORD TWIN REGENCY
INC.

Respondent

Court File No. CV-22-00677227-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

CONSENT

CHAITONS LLP
5000 Yonge Street, 10th Floor
Toronto, Ontario M2N 7E9

Maya Poliak (LSO #54100A)
Tel: (416) 218-1161
E-mail: maya@chaitons.com

Lawyers for the Applicant

PRUDENT EXCELLENCE MORTGAGE INVESTMENT
CORPORATION

Applicant

-and-

TRIUMPH DEVELOPMENT HK BRADFORD TWIN REGENCY
INC.

Respondent

Court File No. CV-22-00677227-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF FUJIA (FRANK) WANG
SWORN FEBRUARY 22, 2022

CHAITONS LLP
5000 Yonge Street, 10th Floor
Toronto, Ontario M2N 7E9

Maya Poliak (LSO #54100A)
Tel: (416) 218-1161
E-mail: maya@chaitons.com

Lawyers for the Applicant

TAB 3

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

THE HONOURABLE MADAM) TUESDAY, THE 1ST
)
JUSTICE CONWAY) DAY OF MARCH, 2022
)

B E T W E E N:

**PRUDENT EXCELLENCE MORTGAGE INVESTMENT
CORPORATION**

Applicant

- and -

TRIUMPH DEVELOPMENT HK BRADFORD TWIN REGENCY INC.

Respondent

APPLICATION UNDER SUBSECTION 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

**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 BDO Canada Limited as receiver (the "**Receiver**") of the property municipally known as 2362 Line 8, Bradford West Gwillimbury, Ontario and legally described as set out in **Schedule "A"** hereto (the "**Property**") owned by Triumph Development HK Bradford Twin Regency Inc. (the "**Debtor**"), was heard this day via videoconference due to the COVID-19 pandemic.

ON READING the affidavit of Fujia (Frank) Wang sworn February 22, 2022 and the Exhibits thereto, and on hearing the submissions of counsel for the Applicant and such other parties listed on the Participant Information Sheet, no one else appearing for the parties listed on the service list although served as appears from the affidavits of service filed with the Court, and on reading the consent of BDO 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 Record is hereby abridged and validated so 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, BDO Canada Limited is hereby appointed Receiver of 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, 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 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;
- (d) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor with respect to the Property and to exercise all remedies of the Debtor in collecting such monies;
- (e) to settle, extend or compromise any indebtedness owing to the Debtor with respect to the Property;
- (f) to execute, assign, issue and endorse documents of whatever nature in respect 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;
- (g) 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 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;

- (h) to market the Property, including advertising and soliciting offers in respect of the Property and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (i) to sell, convey, transfer, lease or assign the Property with the approval of this Court, and notice under section 31 of the Ontario *Mortgages Act* shall not be required;
- (j) to apply for any vesting order or other orders necessary to convey the Property to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting the Property;
- (k) 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;
- (l) to register a copy of this Order and any other Orders in respect of the Property against title to the Property;
- (m) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof with respect to the Property for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor; and
- (n) 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 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 grant immediate and continued access to the Property to the Receiver.

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, 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.

NO PROCEEDINGS AGAINST THE RECEIVER

7. **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 PROPERTY

8. **THIS COURT ORDERS** that no Proceeding against or in respect of 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 Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

9. **THIS COURT ORDERS** that all rights and remedies against 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 with respect to the Property, (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

10. **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 with respect to the Property, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

11. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor with respect to the Property 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 with respect to the Property 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.

RECEIVER TO HOLD FUNDS

12. **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 the Property, 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

13. **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor. 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

14. **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 the 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

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

LIMITATION ON THE RECEIVER'S LIABILITY

16. **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

17. **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.

18. **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.

19. **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

20. **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 \$75,000 (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.

21. **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.

22. **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.

23. **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

24. **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 www.ontariocourts.ca/scj/practice/practice-directions/toronto/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 <https://www.bdo.ca/en-ca/extranets/triumph/>.

25. **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.

26. **THIS COURT ORDERS** that the Applicant, 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 Debtor'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 juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

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 Debtor.

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 Applicant shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Applicant from the Debtor's 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.

33. **THIS COURT ORDERS** that, notwithstanding Rule 59.05, this order is effective from the date it is made, and it is enforceable without any need for entry and filing. In accordance with Rules 77.07(6) and 1.04, no formal order need be entered and filed unless an appeal or motion for leave to appeal is brought to an appellate court. Any party may nonetheless submit a formal order for original, signing, entry and filing, as the case may be, when the Court returns to regular operations.

SCHEDULE "A"

Municipal Address: 2362 Line 8, Bradford West Gwillimbury, Ontario

PIN: 58041-0138 (LT)

Property Description: Part Lot 16 Concession 8 West Gwillimbury as in RO261979
Save & Except Parts 1 & 3 51R37039; Town of Bradford West
Gwillimbury

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that BDO CANADA LIMITED, the receiver (the "**Receiver**") of property municipally known as 2362 Line 8, Bradford West Gwillimbury, Ontario (the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the 1st day of March, 2022 (the "**Order**") made in an application having Court file number CV-22-00677227-00CL, 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 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__.

BDO CANADA LIMITED, solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

PRUDENT EXCELLENCE MORTGAGE INVESTMENT
CORPORATION

Applicant

-and-

TRIUMPH DEVELOPMENT HK BRADFORD
TWIN REGENCY INC.

Respondent

Court File No. CV-22-00677227-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
PROCEEDING COMMENCED AT
TORONTO

ORDER
(appointing Receiver)

CHATONS LLP
5000 Yonge Street, 10th Floor
Toronto, Ontario M2N 7E9

Maya Poliak (LSO #54100A)
Tel: (416) 218-1161
E-mail: maya@chatons.com

Lawyers for the Applicant

TAB 4

Revised: January 21, 2014
~~s.243(1) BIA (National Receiver) and s. 101 CJA (Ontario) Receiver~~

Court File No. ~~_____~~ CV-22-00677227-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE ~~_____~~ MADAM) ~~WEEKDAY~~ TUESDAY, THE # 1st
JUSTICE ~~_____~~ CONWAY) DAY OF ~~MONTH~~ MARCH, ~~20YR~~ 2022

BETWEEN:

~~PLAINTIFF~~¹

~~Plaintiff~~

PRUDENT EXCELLENCE MORTGAGE INVESTMENT
CORPORATION

Applicant

- and -

~~DEFENDANT~~

~~Defendant~~

TRIUMPH DEVELOPMENT HK BRADFORD TWIN REGENCY INC.

Respondent

APPLICATION UNDER SUBSECTION 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

ORDER
(appointing Receiver)

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.~~

THIS ~~MOTION~~APPLICATION made by the ~~Plaintiff~~²Applicant 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 ~~[RECEIVER'S NAME]~~BDO Canada Limited 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 property municipally known as 2362 Line 8, Bradford West Gwillimbury, Ontario and legally described as set out in Schedule "A" hereto (the "Property")~~ owned by Triumph Development HK Bradford Twin Regency Inc. (the "Debtor"), was heard this day ~~at 330 University Avenue, Toronto, Ontario~~ via videoconference due to the COVID-19 pandemic.

ON READING the affidavit of ~~[NAME]~~Fujia (Frank) Wang sworn ~~[DATE]~~February 22, 2022 and the Exhibits thereto, and on hearing the submissions of counsel for ~~[NAMES]~~the Applicant and such other parties listed on the Participant Information Sheet, no one else appearing for ~~[NAME]~~the parties listed on the service list although ~~duly~~ served as appears from the ~~affidavit~~affidavits of service ~~of [NAME] sworn [DATE]~~filed with the Court, and on reading the consent of ~~[RECEIVER'S NAME]~~BDO Canada Limited to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of ~~Motion~~Application and the ~~Motion~~Application Record is hereby abridged and validated³ so that this ~~motion~~application is properly returnable today and hereby dispenses with further service thereof.

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 appropriate circumstances.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, ~~[RECEIVER'S NAME]~~ BDO Canada Limited 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, 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 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;~~

- (c) ~~(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;~~
- (d) ~~(f)~~ to receive and collect all monies and accounts now owed or hereafter owing to the Debtor with respect to the Property and to exercise all remedies of the Debtor in collecting such monies, ~~including, without limitation, to enforce any security held by the Debtor;~~
- (e) ~~(g)~~ to settle, extend or compromise any indebtedness owing to the Debtor with respect to the Property;
- (f) ~~(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;
- (g) ~~(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.⁴ The authority hereby conveyed shall extend to such appeals or

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.~~

applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

(h) ~~(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;

(i) ~~(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 \$ _____, provided that the aggregate consideration for all such transactions does not exceed \$ _____; 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,]⁵ shall not be required, and in each case the Ontario Bulk Sales Act shall not apply.~~

(j) ~~(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~~the Property;

(k) ~~(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

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.~~

and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

- (l) ~~(n)~~ to register a copy of this Order and any other Orders in respect of the Property against title to ~~any of~~ the Property;
- (m) ~~(o)~~ to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof with respect to the Property for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- ~~(p) — to enter into agreements with any trustee in bankruptcy 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;~~
- ~~(q) — to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and~~
- (n) ~~(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 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.~~

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, 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

7. ~~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

8. ~~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

9. ~~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 with respect to the Property, (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

10. ~~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 with respect to the Property, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

11. ~~12.~~ **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor with respect to the Property 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 with respect to the Property 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

12. ~~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

13. ~~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 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

14. ~~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~~the 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

15. ~~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

16. ~~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

17. ~~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.⁶

18. ~~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.

19. ~~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

20. ~~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 \$~~_____~~75,000 (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

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".~~

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.

21. ~~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.

22. ~~23.~~ **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as **Schedule "A~~B~~"** hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

23. ~~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

24. ~~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/>~~www.ontariocourts.ca/scj/practice/practice-directions/toronto/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 ~~24~~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 ~~@~~https://www.bdo.ca/en-ca/extranets/triumph/.

25. ~~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.

26. **THIS COURT ORDERS** that the Applicant, 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 Debtor'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 juridical obligation, and notice requirements within the meaning

of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

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 Debtor.

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 **PlaintiffApplicant** shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the **PlaintiffApplicant**'s security or, if not so provided by the **PlaintiffApplicant**'s security, then on a substantial indemnity basis to be paid by the **ReceiverApplicant** from the Debtor's 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.

33. **THIS COURT ORDERS that, notwithstanding Rule 59.05, this order is effective from the date it is made, and it is enforceable without any need for entry and filing. In accordance with Rules 77.07(6) and 1.04, no formal order need be entered and filed unless an appeal or motion for leave to appeal is brought to an appellate court. Any party may nonetheless submit a formal order for original, signing, entry and filing, as the case may be, when the Court returns to regular operations.**

SCHEDULE "A"

Municipal Address: 2362 Line 8, Bradford West Gwillimbury, Ontario

PIN: 58041-0138 (LT)

Property Description: Part Lot 16 Concession 8 West Gwillimbury as in RO261979
Save & Except Parts 1 & 3 51R37039; Town of Bradford
West Gwillimbury

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that ~~[RECEIVER'S NAME]~~BDO CANADA LIMITED, the receiver (the "Receiver") of ~~the assets, undertakings and properties [DEBTOR'S NAME] acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively,~~ property municipally known as 2362 Line 8, Bradford West Gwillimbury, Ontario (the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the 1st day of March, ~~20~~2022 (the "Order") made in an ~~action~~application having Court file number CV-22-00677227-00CL, 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 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__.

~~[RECEIVER'S NAME]~~ BDO CANADA LIMITED, solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: _____
Name:
Title:

PRUDENT EXCELLENCE MORTGAGE INVESTMENT CORPORATION

-and-

TRIUMPH DEVELOPMENT HK BRADFORD TWIN REGENCY INC.

Applicant

Respondent

Court File No. CV-22-00677227-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

PROCEEDING COMMENCED AT

TORONTO

ORDER

(appointing Receiver)

CHAITONS LLP

5000 Yonge Street, 10th Floor

Toronto, Ontario M2N 7E9

Maya Poliak (LSO #54100A)

Tel: (416) 218-1161

E-mail: maya@chaitons.com

Lawyers for the Applicant

Document comparison by Workshare Compare on Tuesday, February 22, 2022 3:20:15 PM

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Document 1 ID	file://C:\Users\SamR\OneDrive - Chaitons LLP\Precedents\receivership-order-EN.doc
Description	receivership-order-EN
Document 2 ID	PowerDocs://DOCS/5378670/1
Description	DOCS-#5378670-v1-Prudent/Triumph_-_Receivership_Order
Rendering set	Standard

Legend:	
<u>Insertion</u>	
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Style change	
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Moved cell	
Split/Merged cell	
Padding cell	

Statistics:

	Count
Insertions	132
Deletions	150
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	282

PRUDENT EXCELLENCE MORTGAGE INVESTMENT
CORPORATION

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-and-

TRIUMPH DEVELOPMENT HK BRADFORD TWIN REGENCY
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ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

APPLICATION RECORD

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Toronto, Ontario M2N 7E9

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