

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N :

FIRST COMMERCIAL BANK

Applicant

- and -

ZM GLOBAL INC. AND HONG LOU XU (a/k/a HONGLOU XU)

Respondents

**IN THE MATTER OF THE RECEIVERSHIP OF
ZM GLOBAL INC. AND HONG LOU XU (a/k/a HONGLOU XU)**

AND IN THE MATTER OF AN APPLICATION UNDER section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 as amended, and section 101 of the *Courts of Justice Act*, RSO 1990, c C.43, as amended

APPLICATION RECORD - VOLUME I of II
(Appointment of Receiver)

January 5, 2021

FASKEN MARTINEAU DuMOULIN LLP

Barristers and Solicitors
333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

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Tel: 416 865 4445
Fax: 416 364 7813

Lawyers for the applicant

TO: **ZM GLOBAL INC.**

2750 14th Avenue, Suite 202
Markham, Ontario L3R 0B6

AND TO: **HONG LOU XU**

2750 14th Avenue. Suite 202
Markham, ON L3R 0B6

- and -

17 Equestrian Court
North York, ON M2H 3M9

- and -

36 Dodie Street
Aurora, ON L4G 2L2

-and-

6 Blue Grass Drive
Aurora, ON L4G 6W4

-and-

6 Sangster Road
Whitchurch-Stouffville, ON L4A 7X4

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TAB 1

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NOTICE OF APPLICATION TO APPOINT RECEIVER

TO THE RESPONDENTS:

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

THIS APPLICATION will come on for a hearing before a Judge of the Ontario Superior Court of Justice (Commercial List) on **January 15, 2021 at 10:00 a.m. Toronto time**, or as soon after that time as the application can be heard, by judicial videoconference via Zoom at Toronto, Ontario, in accordance with the *Changes to Commercial List operations in light of COVID-19* practice direction dated March 16, 2020, and the *Consolidated Notice to the Profession, Litigants, Accused Persons, Public and the Media*, dated May 13, 2020, issued by Chief Justice Morawetz. The Zoom conference call-in details are attached as Schedule "A" hereto.

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: December ³⁰~~29~~, 2020

Issued by:

Maggie Sawka
Local Registrar

Digitally signed by Maggie Sawka
DN: cn=Maggie Sawka, o=Ministry of the Attorney General,
ou=Superior Court of Justice,
email=maggie.sawka@ontario.ca, c=CA
Date: 2020.12.30 15:31:55 -05'00'

Address of Court Office: 330 University Ave, ^{9th}~~7th~~ Floor
Toronto, Ontario M5G 1R7

TO: **ZM GLOBAL INC.**
2750 14th Avenue, Suite 202
Markham, Ontario L3R 0B6

AND **HONG LOU XU**
TO: 2750 14th Avenue. Suite 202
Markham, ON L3R 0B6

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17 Equestrian Court
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Aurora, ON L4G 6W4

-and-

6 Sangster Road
Whitchurch-Stouffville, ON L4A 7X4

APPLICATION

1. THE APPLICANT MAKES APPLICATION FOR:

(a) an Order substantially in the form attached hereto as Schedule “B” (the “**Receivership Order**”),¹ *inter alia*:

(i) abridging the time for service of the notice of application and the application record herein, if necessary, and validating service thereof;

(ii) appointing msi Spergel inc. (“**Spergel**”) as receiver (in such capacity, the “**Receiver**”) without security, of all of the assets, undertakings and properties of ZM Global Inc. (“**ZM Global**”) and Hong Lou Xu (also known as Honglou Xu) (the “**Guarantor**” and together with ZM Global, the “**Debtors**”), including, without limitation, the real property described in Schedule “A” to the Receivership Order (the “**Real Property**”), and including all proceeds thereof (collectively, the “**Property**”) 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*, RSO 1990, c C.43, as amended (the “**CJA**”);

(iii) empowering the Receiver, if appointed, to, *inter alia*:

(A) take possession of and exercise control over the Property;

¹ A blackline of the Receivership Order against the Commercial List User’s Committee Model Order is attached at Schedule “C”.

- (B) market and sell any or all of the Property;
 - (C) investigate the circumstances surrounding the Dispositions (defined below), including as deemed appropriate by the Receiver, by examining the Guarantor and the other parties to those transactions under oath;
 - (D) engage counsel for the applicant, Fasken Martineau DuMoulin LLP (“**Fasken**”), as its counsel in respect matters for which there would be no conflict of interest; and
 - (E) to borrow funds on a priority basis under receiver’s certificates on the form attached at Schedule “B” to the Receivership Order to fund the costs of the receivership; and
- (iv) awarding the applicant its costs of this proceeding, including HST charged thereon; and
- (b) such further and other relief as counsel may advise and this Honourable Court may deem just.

2. **THE GROUNDS FOR THIS MOTION ARE:**

- (a) the Debtors are indebted to the applicant on account of principal and interest owing in respect of a secured non-revolving mortgage loan (the “**Loan**”), which indebtedness, as at November 4, 2020, was in the amount of \$2,070,366.09;

- (b) the applicant has incurred and continues to incur costs in relation to the Loan and the enforcement thereof;
- (c) the Guarantor guaranteed all debts, liabilities and obligations of or owing by ZM Global to the applicant;
- (d) among other security, ZM Global granted a mortgage in favour of the applicant against the Real Property (the “**Mortgage**”), which Mortgage was guaranteed by the Guarantor;
- (e) as further security, the Debtors granted security interests in favour of the applicant against the Property pursuant to a general security agreement (the “**GSA**”), which security interests are perfected by registration under the under the *Personal Property Security Act*, RSO 1990, c P.10;
- (f) the Debtors are in default of their obligations to the applicant because, among other reasons:
 - (i) the Debtors have failed or refused to repay the amounts they owe to the applicant, despite repeated demands for payment;
 - (ii) ZM Global has failed to pay amounts owing to York Region Standard Condominium Corporation No. 1311 (the “**Condo Corp**”), which governs the building in which the Real Property is situated, and such failure has resulted in the Condo Corp registering a lien against the Real Property;
 - (iii) the Guarantor disposed of nine residential condominium units (including five units for no consideration) (the “**Dispositions**”);

- (g) the applicant has concerns with respect to the *bona fides* of the Dispositions and their potential impact upon the applicant's ability to recover the Loan;
- (h) the applicant has made demand upon the Debtors for repayment of the indebtedness to the applicant and the Debtors have failed or refused to pay the amounts owing to the applicant;
- (i) the applicant delivered to the Debtors notices of intention to enforce security pursuant to the BIA;
- (j) the most expedient and appropriate mechanism for dealing with the enforcement of the applicant's security is through the appointment of the Receiver;
- (k) the applicant is entitled to appoint a receiver under the Mortgage and the GSA;
- (l) the appointment of the Receiver is just in the circumstances;
- (m) the appointment of a receiver will allow for an orderly marketing and sale of the Property, including the Real Property, and a review and investigation (if appropriate) of the Dispositions;
- (n) Spergel has consented to its appointment as receiver;
- (o) having regard to the amount of the Loan and the real potential that the Receiver, if appointed, may be challenged to realize sufficient value from the Property to fund the costs of the receivership and repay the Loan in full, let alone any distribution to subordinate creditors of either of the Debtors, authorizing the Receiver to engage

Fasken as its counsel in respect of matters for which there would be no conflict of interest is appropriate in the circumstances;

- (p) as it is anticipated that the marketing and sale of the Real Property will take some time, and that expenditures will be required in the interim for which the Receiver will likely not have sufficient funds at its disposal, authorizing the Receiver to borrow funds on a priority basis under receiver's certificates to fund the costs of the receivership is also appropriate in the circumstances.

Other Grounds

- (q) those further grounds as set out in the affidavit of Wenfei Chen sworn December 24, 2020, and the exhibits thereto (the "**Chen Affidavit**"), to be filed;
- (r) section 243 of the BIA, and the BIA generally;
- (s) sections 11, 96 and 101 of the CJA, and the CJA generally;
- (t) Rules 1.04, 1.05, 2.01, 2.03, 3.02, 14.05(3)(g), 16, 38, 40.01 and 45.01 of the Rules of Civil Procedure, RRO 1990, Reg. 194, as amended; and
- (u) such further and other grounds as counsel may advise and this Honourable Court may permit.

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

- (a) the Chen Affidavit;

- (b) the consent of Spergel to act as Receiver dated December 16, 2020; and
- (c) such other material as counsel may advise and this Honourable Court may permit.

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Date: December ~~29~~, 2020

FASKEN MARTINEAU DuMOULIN LLP

Barristers and Solicitors
333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

Stuart Brotman (LSO: 43430D)

sbrotman@fasken.com

Daniel Richer (LSO: 75225G)

dricher@fasken.com

Tel: 416 865 4445

Fax: 416 364 7813

Lawyers for the applicant

SCHEDULE “A”

ZOOM MEETING DETAILS

Please advise if you intend to join the hearing of the application by emailing Daniel Richer at dricher@fasken.com

Join Zoom Meeting

Phone one-tap: Canada: +14388097799,,98500627919# or +15873281099,,98500627919#

Meeting URL: <https://fasken.zoom.us/j/98500627919>

Meeting ID: 985 0062 7919

Join by Telephone

For higher quality, dial a number based on your current location.

Dial:

Canada: +1 438 809 7799 or +1 587 328 1099 or +1 647 374 4685 or +1 647 558 0588 or +1 778 907 2071 or +1 204 272 7920

United Kingdom: +44 330 088 5830 or +44 131 460 1196 or +44 203 481 5237 or +44 203 481 5240 or +44 203 901 7895 or +44 208 080 6591 or +44 208 080 6592

South Africa: +27 21 426 8191 or +27 87 550 3946 or +27 87 551 7702 or +27 21 426 8190

US: +1 301 715 8592 or +1 312 626 6799 or +1 346 248 7799 or +1 669 900 6833 or +1 929 205 6099 or +1 253 215 8782

Meeting ID: 985 0062 7919

SCHEDULE “B”

DRAFT RECEIVERSHIP ORDER

[see attached]

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) [●], THE [●]
JUSTICE)
DAY OF [●], 2020

B E T W E E N :

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**ORDER
(Appointing Receiver)**

THIS APPLICATION made by the applicant, First Commercial Bank (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 msi Spergel inc. (“**Spergel**”) as receiver (in such capacity, the “**Receiver**”) without security, of all of the assets, undertakings and properties of ZM Global Inc. (the “**Borrower**”) and Hong Lou Xu (also known as Honglou Xu) (the “**Guarantor**” and together with the Borrower, the “**Debtors**”), including, without limitation, the real property

described in Schedule “A” hereto (the “**Real Property**”), and including all proceeds thereof (collectively, the “**Property**”), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Wenfei Chen sworn December 24, 2020 and the Exhibits thereto (the “**Chen Affidavit**”) and on hearing the submissions of counsel for the Applicant, and counsel for [●], no one else appearing although duly served as appears from the affidavit of service of [●] sworn [●] and on reading the consent of Spergel to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application is hereby abridged and validated so that this 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, Spergel is hereby appointed Receiver, without security, 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, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security

personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage, operate, and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business or cease to perform any contracts of the Debtors;
- (d) to engage consultants, appraisers, agents, listing agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by any of the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;

- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$100,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required;

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors (including the Real Property);
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;
- (r) to examine under oath Hong Lou Xu (also known as Honglou Xu), Lina Liu, Xiao Xu and any other person reasonably thought to have knowledge of the affairs of the Debtors or any person who is or has been an agent, an officer, a director, a

shareholder and/or an employee of the Debtors, respecting the Debtors or the Debtors' dealings or property, including, without limitation, the Dispositions (as defined in the Chen Affidavit); and

- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in

that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. THIS COURT ORDERS that any person referred to in paragraph 3(r) hereof who fails to present themselves for examination or to produce on their examination any book, document, paper or electronic file relating to the matters referred to in paragraph 3(r) hereof in

accordance with a notice of examination issued to them by the Receiver may be compelled by further order of this Court to attend and testify, and to produce on their examination any such book, document, paper or electronic file.

NO PROCEEDINGS AGAINST THE RECEIVER

8. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

9. THIS COURT ORDERS that no Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. THIS COURT ORDERS that all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any “eligible financial contract” as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by any of the Debtors, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new

accounts to be opened by the Receiver (the “**Post Receivership Accounts**”) and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

14. THIS COURT ORDERS that all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors’ behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

15. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a “**Sale**”). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all

other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER’S LIABILITY

17. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

18. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the “**Receiver’s Charge**”) on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver’s Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

20. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow from the Applicant 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 \$150,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the **“Receiver’s Borrowings Charge”**) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. THIS COURT ORDERS that neither the Receiver’s Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

23. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule “B” hereto (the **“Receiver’s Certificates”**) for any amount borrowed by it pursuant to this Order.

24. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver’s

Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

RETENTION OF LAWYERS

25. THIS COURT ORDERS that the Receiver may retain solicitors to represent and advise the Receiver in connection with the exercise of the Receiver's powers and duties, including without limitation, those conferred by this Order. The Receiver is specifically authorized and permitted to use Fasken Martineau DuMoulin LLP, solicitors for the Applicant herein, as its own counsel in respect of any matter where there is no conflict of interest. In respect of any legal advice or issue where a conflict may exist or arise in respect of the Applicant and the Receiver or a third party, the Receiver shall utilize its independent counsel.

SERVICE AND NOTICE

26. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at '<https://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 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: '<https://www.spergelcorporate.ca/engagements/>'.

27. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute

this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

28. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

29. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of any of the Debtors.

30. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

31. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this

Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

32. THIS COURT ORDERS that the Applicant shall have its costs of this Application, 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 full indemnity basis to be paid by the Receiver from the Debtors' estates with such priority and at such time as this Court may determine.

33. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

SCHEDULE “A”

LEGAL DESCRIPTION OF REAL PROPERTY

The Real Property is legally described as:

- (a) UNIT 55, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN, being all of PIN 29842-0055 (LT);
- (b) UNIT 102, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN, being all of PIN 29842-0102 (LT);
- (c) UNIT 103, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN, being all of PIN 29842-0103 (LT);
- (d) UNIT 392, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN, being all of PIN 29842-0392 (LT);
- (e) UNIT 393, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN, being all of PIN 29842-0393 (LT);
- (f) UNIT 394, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN, being all of PIN 29842-0394 (LT);
- (g) UNIT 395, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN, being all of PIN 29842-0395 (LT);
- (h) UNIT 396, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN, being all of PIN 29842-0396 (LT);

- (i) UNIT 397, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN, being all of PIN 29842-0397 (LT); and
- (j) UNIT 398, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN, being all of PIN 29842-0398 (LT).

SCHEDULE “B”
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that msi Spergel inc., the receiver (the “**Receiver**”) of the assets, undertakings and properties of ZM Global Inc. and Hong Lou Xu (also known as Honglou Xu) (the “**Debtors**”) acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the “**Property**”) appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated the ____ day of December 2020 (the “**Order**”) made in an application having Court file number ____-CL-_____, has received as such Receiver from the holder of this certificate (the “**Lender**”) the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [**daily**][**monthly not in advance on the _____ day of each month**] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the

charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 20__.

msi Spergel inc., solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

FIRST COMMERCIAL BANK

Applicant

-and-

ZM GLOBAL INC. AND HONG LOU XU (a/k/a HONGLOU XU)

Respondents

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE

**Proceeding commenced at
Toronto**

ORDER
(Appointing Receiver)

FASKEN MARTINEAU DuMOULIN LLP

Barristers and Solicitors
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Toronto, ON M5H 2T6

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Tel: 416 865 4445
Fax: 416 364 7813

Lawyers for the applicant

SCHEDULE “C”

**BLACKLINE FROM CLUC MODEL ORDER
TO DRAFT RECEIVERSHIP ORDER**

[see attached]

Court File No. _____

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE _____) ~~WEEKDAY~~ [●], THE # [●]
JUSTICE _____)
DAY OF ~~MONTH~~ [●], ~~20YR~~2020

B E T W E E N :

~~PLAINTIFF~~[†]

~~Plaintiff~~

FIRST COMMERCIAL BANK

Applicant

- and -

~~DEFENDANT~~

~~Defendant~~

ZM GLOBAL INC. AND HONG LOU XU (a/k/a HONGLOU XU)

Respondents

**IN THE MATTER OF THE RECEIVERSHIP OF
ZM GLOBAL INC. AND HONG LOU XU (a/k/a HONGLOU XU)**

AND IN THE MATTER OF AN APPLICATION UNDER section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3 as amended, and section 101 of the *Courts of Justice Act*, RSO 1990, c C.43, as amended

[†]~~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.~~

ORDER
(~~appointing~~Appointing Receiver)

THIS ~~MOTION~~APPLICATION made by the ~~Plaintiff~~²applicant, First Commercial Bank (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 ~~[RECEIVER'S NAME]~~msi Spergel inc. (“Spergel”) as receiver ~~[and manager]~~ (in such ~~capacities~~capacity, the “~~Receiver~~”) without security, of all of the assets, undertakings and properties of ~~[DEBTOR'S NAME]~~ZM Global Inc. (the “Debtor”) ~~acquired for, or used in relation to a business carried on by the Debtor~~ “Borrower”) and Hong Lou Xu (also known as Honglou Xu) (the “Guarantor” and together with the Borrower, the “Debtors”), including, without limitation, the real property described in Schedule “A” hereto (the “Real Property”), and including all proceeds thereof (collectively, the “Property”), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of ~~[NAME]~~Wenfei Chen sworn ~~[DATE]~~December 24, 2020 and the Exhibits thereto (the “Chen Affidavit”) and on hearing the submissions of counsel for ~~[NAMES]~~the Applicant, and counsel for [●], no one else appearing ~~for [NAME]~~ although duly served as appears from the affidavit of service of ~~[NAME]~~ [●] sworn ~~[DATE]~~ [●] and on reading the consent of ~~[RECEIVER'S NAME]~~Spergel 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 is hereby abridged and validated³ so that this ~~motion~~Application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

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.~~

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, ~~[RECEIVER'S NAME]~~Spergel 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~~Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the ~~Debtor~~Debtors;

- (d) to engage consultants, appraisers, agents, listing 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~~Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the ~~Debtor~~Debtors and to exercise all remedies of the ~~Debtor~~Debtors in collecting such monies, including, without limitation, to enforce any security held by any of the ~~Debtor~~Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the ~~Debtor~~Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the ~~Debtor~~Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the ~~Debtor~~Debtors, the Property or the Receiver, and to settle or compromise any such

proceedings.⁴ The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$~~_____~~50,000, provided that the aggregate consideration for all such transactions does not exceed \$~~_____~~100,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, ~~for~~ section 31 of the Ontario *Mortgages Act*, as the case may

~~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.~~

be,⁵ shall not be required, ~~and in each case the Ontario Bulk Sales Act shall not apply.~~

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the ~~Debtor~~Debtors;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the ~~Debtor~~Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the ~~Debtor~~Debtors (including the Real 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.~~

(q) to exercise any shareholder, partnership, joint venture or other rights which the ~~Debtor~~Debtors may have;

(r) to examine under oath Hong Lou Xu (also known as Honglou Xu), Lina Liu, Xiao Xu and any other person reasonably thought to have knowledge of the affairs of the Debtors or any person who is or has been an agent, an officer, a director, a shareholder and/or an employee of the Debtors, respecting the Debtors or the Debtors' dealings or property, including, without limitation, the Dispositions (as defined in the Chen Affidavit); and

(s) ~~(+)~~ to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the ~~Debtor~~Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the ~~Debtor~~Debtors, (ii) all of ~~its~~their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on ~~its~~their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

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~~Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing

the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. THIS ~~COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.~~COURT ORDERS that any person referred to in paragraph 3(r) hereof who fails to present themselves for examination or to produce on their examination any book, document, paper or electronic file relating to the matters referred to in paragraph 3(r) hereof in accordance with a notice of examination issued to them by the Receiver may be compelled by further order of this Court to attend and testify, and to produce on their examination any such book, document, paper or electronic file.

NO PROCEEDINGS AGAINST THE RECEIVER

8. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE ~~Debtor~~DEBTORS OR THE PROPERTY

9. THIS COURT ORDERS that no Proceeding against or in respect of the ~~Debtor~~Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the ~~Debtor~~Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. THIS COURT ORDERS that all rights and remedies against the ~~Debtor~~Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the ~~Debtor~~Debtors to carry on any business which the ~~Debtor is~~Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the ~~Debtor~~Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by any of the ~~Debtor~~Debtors, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. THIS COURT ORDERS that all Persons having oral or written agreements with the ~~Debtor~~Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the ~~Debtor~~Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the ~~Debtor's~~Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the ~~Debtor~~Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

14. THIS COURT ORDERS that all employees of the ~~Debtor~~Debtors shall remain the employees of the ~~Debtor~~Debtors until such time as the Receiver, on the ~~Debtor's~~Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

15. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the ~~Debtor~~Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

17. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

18. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.⁶

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

20. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

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".~~

FUNDING OF THE RECEIVERSHIP

21. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow from the Applicant by way of 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 \$ 150,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the **"Receiver's Borrowings Charge"**) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

23. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule **"A" "B"** hereto (the **"Receiver's Certificates"**) for any amount borrowed by it pursuant to this Order.

24. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's

Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's¹ Certificates.

RETENTION OF LAWYERS

25. THIS COURT ORDERS that the Receiver may retain solicitors to represent and advise the Receiver in connection with the exercise of the Receiver's powers and duties, including without limitation, those conferred by this Order. The Receiver is specifically authorized and permitted to use Fasken Martineau DuMoulin LLP, solicitors for the Applicant herein, as its own counsel in respect of any matter where there is no conflict of interest. In respect of any legal advice or issue where a conflict may exist or arise in respect of the Applicant and the Receiver or a third party, the Receiver shall utilize its independent counsel.

SERVICE AND NOTICE

26. ~~25.~~ THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/> ~~'https://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 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: ~~'<@>~~ <https://www.spergelcorporate.ca/engagements/>'.

27. ~~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~~Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the ~~Debtor~~Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

28. ~~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.

29. ~~28.~~ THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of any of the ~~Debtor~~Debtors.

30. ~~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.

31. ~~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.

32. ~~31.~~ THIS COURT ORDERS that the ~~Plaintiff~~Applicant shall have its costs of this ~~motion~~Application, up to and including entry and service of this Order, provided for by the terms of the ~~Plaintiff~~Applicant's security or, if not so provided by the ~~Plaintiff~~Applicant's security, then on a ~~substantial~~full indemnity basis to be paid by the Receiver from the ~~Debtor's estate~~Debtors' estates with such priority and at such time as this Court may determine.

33. ~~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) days¹ notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

SCHEDULE "A"

LEGAL DESCRIPTION OF REAL PROPERTY

The Real Property is legally described as:

- (a) UNIT 55, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN, being all of PIN 29842-0055 (LT);
- (b) UNIT 102, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN, being all of PIN 29842-0102 (LT);
- (c) UNIT 103, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN, being all of PIN 29842-0103 (LT);
- (d) UNIT 392, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN, being all of PIN 29842-0392 (LT);
- (e) UNIT 393, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN, being all of PIN 29842-0393 (LT);
- (f) UNIT 394, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN, being all of PIN 29842-0394 (LT);
- (g) UNIT 395, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN, being all of PIN 29842-0395 (LT);
- (h) UNIT 396, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN, being all of PIN 29842-0396 (LT);

- (i) UNIT 397, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN, being all of PIN 29842-0397 (LT); and
- (j) UNIT 398, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN, being all of PIN 29842-0398 (LT).

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that ~~[RECEIVER'S NAME]~~ msi Spergel inc., the receiver (the "Receiver") of the assets, undertakings and properties ~~[DEBTOR'S NAME]~~ of ZM Global Inc. and Hong Lou Xu (also known as Honglou Xu) (the "Debtors") acquired for, or used in relation to a business carried on by the ~~Debtor~~ Debtors, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ____ day of ~~____~~, 20 December 2020 (the "Order") made in an ~~action~~ application having Court file number __-CL-_____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [**daily**][**monthly not in advance on the _____ day of each month**] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority

to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 20__.

~~[RECEIVER'S NAME]~~ msi Spergel inc., solely in
its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____
Name:
Title:

FIRST COMMERCIAL BANK

Applicant

-and-

ZM GLOBAL INC. AND HONG LOU XU (a/k/a HONGLOU XU)

Respondents

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at
Toronto

ORDER
(Appointing Receiver)
2.

FASKEN MARTINEAU DuMOULIN LLP

Barristers and Solicitors
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Bay Adelaide Centre, Box 20
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Lawyers for the applicant

FIRST COMMERCIAL BANK

Applicant

-and-

ZM GLOBAL INC. AND HONG LOU XU (a/k/a HONGLOU XU)

Respondents

Court File No.

CV-20-00654057-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE

**Proceeding commenced at
Toronto**

NOTICE OF APPLICATION TO APPOINT RECEIVER

FASKEN MARTINEAU DuMOULIN LLP

Barristers and Solicitors
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Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

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sbrotman@fasken.com

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Tel: 416 865 4445
Fax: 416 364 7813

Lawyers for the applicant

TAB 2

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N :

FIRST COMMERCIAL BANK

Applicant

- and -

ZM GLOBAL INC. AND HONG LOU XU (a/k/a HONGLOU XU)

Respondents

**IN THE MATTER OF THE RECEIVERSHIP OF
ZM GLOBAL INC. AND HONG LOU XU (a/k/a HONGLOU XU)**

AND IN THE MATTER OF AN APPLICATION UNDER section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3 as amended, and section 101 of the *Courts of Justice Act*, RSO 1990, c C.43, as amended

**AFFIDAVIT OF WENFEI CHEN
(Sworn December 24, 2020)**

I, Wenfei Chen, of the City of Toronto in the Province of Ontario MAKE OATH

AND SAY:

1. I am an Assistant Manager with First Commercial Bank (the “**Bank**”), the applicant in these proceedings. I have been directly involved in administering the Loan (defined below) and, consequently, I am familiar with the various loan agreements, guarantees and security documents entered into between the Bank and the respondents, ZM Global Inc. (“**ZM Global**”), as lender, and Mr. Hong Lou Xu (also known as Mr. Honglou Xu) (“**Mr. Xu**”), as guarantor.

2. Based on my direct involvement with the negotiation and execution of the loan, guarantee and security documents, and having read the documents referred to herein and marked as exhibits hereto, I have knowledge of the matters set forth herein. Where matters are stated as being based on information received from others, I have identified the source of the information, and I believe it to be true.

Overview of these Proceedings

3. I swear this affidavit in support of the Bank's application for an order (the "**Receivership Order**"), among other things, appointing msi Spergel inc. ("**Spergel**") as receiver (in such capacity, the "**Receiver**") of all of the assets, undertakings and properties of the respondents, ZM Global and Mr. Xu, including, without limitation, the Keele Condos (defined below), and including all proceeds thereof (collectively, the "**Property**").

4. ZM Global is indebted to the Bank pursuant to the terms of the Commitment Letter (defined below) and the Mortgage (defined below), and Mr. Xu is indebted to the Bank pursuant to the terms of the Mortgage and the Guarantee (defined below).

5. As at November 4, 2020, ZM Global and Mr. Xu were indebted to the Bank on account of principal and interest owing in respect of the Loan (defined below), on a secured basis, in the amount of \$2,070,366.09. In addition, the Bank has incurred costs in relation to the Loan and the enforcement thereof.

6. ZM Global's obligations to the Bank are secured by the Mortgage and the GSA (defined below), and Mr. Xu's obligations to the Bank are secured by the GSA.

7. The Mortgage is registered on title to the Keele Condos and the Bank's security interests created by the GSA are perfected by registration under the *Personal Property Security Act* (Ontario) (the "**PPSA**").

8. ZM Global and Mr. Xu are in default of their obligations to the Bank.

9. The Bank has made demand upon both ZM Global and Mr. Xu for repayment of the indebtedness to the Bank and both ZM Global and Mr. Xu have failed or refused to pay the amounts owing to the Bank.

10. The Bank is entitled to appoint a receiver under the Mortgage and the GSA.

11. I believe that the appointment of the Receiver is just in the circumstances. The appointment of the Receiver will allow for, *inter alia*, an orderly marketing and sale of the Property and a review and investigation (if appropriate) of the Dispositions (as defined below).

The Parties

12. The Bank is an authorized foreign bank, as that term is defined and used in the *Bank Act* (Canada), and the matters described herein concern lending activities conducted by the Bank's Toronto branch.

13. ZM Global is incorporated pursuant to the *Business Corporations Act* (Ontario). A copy of a corporate profile report for ZM Global (the "**ZM Global Profile Report**") is attached hereto as **Exhibit "A"**.

14. ZM Global has represented to the Bank that it is in the business of leasing real property. However, I understand that none of the Keele Condos (defined below) are tenanted. I also understand that ZM Global has been importing tea and wooden furniture for sale in Canada.

15. ZM Global is the fee simple owner of ten commercial condominium units, which are legally described in Schedule "A" hereto and are municipally known as 7250 Keele Street, units 55, 102–103 and 392–398, Vaughan, Ontario (the "**Keele Condos**"). Copies of the parcel registers for the Keele Condos are attached hereto as **Exhibit "B"**.

16. The Keele Condos are commercial/retail condominium units in a building called "Improve Canada," which bills itself as "Canada's Largest Home Improvement Centre". Attached hereto as **Exhibit "C"** is a copy of the "About Us" page from the Improve Canada website, which describes the building.

17. According to the ZM Global Profile Report, Mr. Xu is the sole director and officer of ZM Global. According to the recitals to the Guarantee (defined below), Mr. Xu is the sole shareholder of ZM Global. The shares of ZM Global owned by Mr. Xu form part of the Property.

18. According to the records maintained by Corporations Canada, Mr. Xu is a director of Global Greensteel Construction Group Corporation ("**Greensteel**"). A corporate profile report for Greensteel is attached hereto as **Exhibit "D"**. I understand that Mr. Xu has represented to the Bank that he is involved in the Greensteel business, which understanding the Bank has confirmed with internet searches. I believe that Mr. Xu is a shareholder of Greensteel. Any shares of Greensteel that Mr. Xu owns form part of the Property.

Loan, Guarantee and Security Documents

19. On or about August 8, 2016, the Bank committed to provide ZM Global with a secured non-revolving mortgage loan in the principal amount of \$2,100,000.00 (the “**Loan**”) as set out in a commitment letter executed by the Bank, as lender, ZM Global, as borrower, and Mr. Xu, as guarantor (the “**Commitment Letter**”). A copy of the Commitment Letter is attached hereto as **Exhibit “E”**.

20. In accordance with the Commitment Letter and in connection with the advance of the Loan, certain guarantee and security documents were executed and/or registered in favour of the Bank.

21. As security for the repayment of the Loan and all interest and other expenses due in connection therewith, ZM Granted to the Bank a mortgage, which was registered on title to the Keele Condos on September 1, 2016 as instrument number YR2537052 and which incorporates and includes certain standard charge terms identified by number 200803 (the “**Mortgage**”). Copies of the Mortgage instrument and standard charge terms are attached hereto as **Exhibit “F”**.

22. The Mortgage was guaranteed by Mr. Xu.

23. Additionally, Mr. Xu guaranteed all debts, liabilities and obligations of or owing by ZM Global to the Bank, including, without limitation, ZM Global’s obligation to repay the Loan pursuant to a stand-alone guarantee dated as of September 1, 2016 (the “**Guarantee**”). A copy of the Guarantee is attached hereto as **Exhibit “G”**.

24. As further security for the repayment of the Loan and all interest and expenses due in connection therewith, ZM Global and Mr. Xu executed a general security agreement dated as

of September 1, 2016, creating a security interest in favour of the Bank against all of ZM Global's and Mr. Xu's undertakings and assets (the "**GSA**" and collectively with the Commitment Letter, the Mortgage and the Guarantee, the "**Loan Documents**"). A copy of the GSA is attached hereto as **Exhibit "H"**.

25. The security interests created by the GSA are perfected by registration under the PPSA. Copies of Ontario Personal Property Security Registration System search certificates disclosing the financing statements registered in favour of the Bank against ZM Global and Mr. Xu are attached hereto as **Exhibits "I" and "J"**, respectively.

Material Provisions of the Loan Documents

26. Pursuant to the Commitment Letter, the Loan is for a five-year term and contemplates a 25-year amortization. The Loan is to be repaid via blended payments of principal and interest due and payable monthly throughout the term of the Loan, with the balance payable upon maturity or earlier demand.

27. The Commitment Letter provides that, if ZM Global fails to pay any amount when due the Bank, the Bank may declare the principal and interest on the Loan, as well as any other amount due under the Commitment Letter, immediately due and payable, and may exercise any or all remedies available to it at law or in equity.

28. The Mortgage provides that:

- (a) an event of default under the Mortgage has occurred if ZM Global fails to pay, observe, perform or satisfy any of its debts, liabilities or obligations to the Bank, including, without limitation:

- (i) principal and interest owing in respect of the Loan; and
 - (ii) any contribution to common expenses required of ZM Global as owner of the Keele Condos and assessments and any other amounts levied by the Keele Condo Corp (defined below);
- (b) ZM Global will pay on demand all charges and expenses, including legal costs on a solicitor and his own client basis, which may be incurred by or on behalf of the Bank in connection with exercising or enforcing its rights, remedies and powers under the Mortgage;
- (c) upon the occurrence of an event of default under the Mortgage, the charges created by the Mortgage immediately become enforceable and the Bank is entitled to appoint a receiver over the Keele Condos;
- (d) Mr. Xu is bound as principal debtor to pay to the Bank all of the debts, liabilities or obligations of or owing by ZM Global to the Bank under the Commitment Letter and Mortgage; and
- (e) the Bank is not bound to exhaust its recourse against ZM Global before being entitled to payment from Mr. Xu in respect of ZM Global's debts, liabilities or obligations.

29. Pursuant to the Guarantee:

- (a) Mr. Xu unconditionally and irrevocably guaranteed to the Bank the due and punctual payment and performance upon demand of all debts, liabilities and obligations of or owing by ZM Global to the Bank, which include, without

limitation, repayment of the sums owing in connection with the Loan and pursuant to the Commitment Letter and Mortgage; and

- (b) if ZM Global fails or refuses to punctually pay or perform its debts, liabilities or obligations to the Bank, Mr. Xu will pay or perform any such debt, liability or obligation.

30. The GSA provides that:

- (a) an event of default under the GSA has occurred if ZM Global or Mr. Xu defaults in payment or performance when due of any indebtedness, liabilities or obligations of ZM Global or Mr. Xu to the Bank, including, without limitation, principal and interest owing in respect of the Loan;
- (b) an event of default under the GSA has also occurred if ZM Global or Mr. Xu is in breach of any term, condition obligation or covenant made to the Bank, including, without limitation, selling or disposing of the collateral described therein;
- (c) ZM Global and Mr. Xu will pay all costs, charges, expenses and legal fees and disbursements (on a solicitor and his own client basis), which may be incurred by the Bank in connection with all actions and proceedings taken to enforce the GSA and the Mortgage; and
- (d) upon any default under the GSA:
 - (i) the Bank may declare any or all of the obligations secured thereby immediately due and payable;

- (ii) the security interest created thereby immediately becomes enforceable; and
- (iii) the Bank may appoint a receiver or receiver and manager over the assets, undertaking and properties charged thereby.

Default

ZM Global's Failure to Make Payments to the Bank When Due

31. ZM Global failed to make a monthly blended payment of principal and interest when due on September 1, 2019 and has made no payments under the Loan since that time. ZM Global is therefore in default under the Commitment Letter and the Mortgage, which default continues.

32. As described below, several other defaults, including cross-defaults, have occurred and continue under the Loan Documents.

ZM Global's Failure to Make Payments to the Keele Condo Corp When Due

33. ZM Global has failed to pay amounts owing to York Region Standard Condominium Corporation No. 1311 (the "**Keele Condo Corp**"), which governs the building in which the Keele Condos are situated. Such failure has resulted in the Keele Condo Corp registering a lien in the amount of \$24,341 against the Keele Condos on July 30, 2019 as instrument number YR2989500 (the "**Keele Condo Lien**"), a copy of which is attached hereto as **Exhibit "K"**.

34. On October 10, 2019, legal counsel to the Keele Condo Corp served upon ZM Global and the Bank a notice of power of sale for arrears of common expenses, which

indicated that the amount then due for common expenses, interest, collection costs, legal fees and disbursements secured by the Keele Condo Lien was \$48,881.51. A copy of such notice is attached hereto as **Exhibit “L”**.

Mr. Xu’s Disposition of Collateral without the Bank’s Consent

35. Since September 1, 2016, Mr. Xu has disposed of his interest in the following nine residential condominium units without the Bank’s prior written consent:

- (a) three condominium units located at 38 Grand Magazine Street, Toronto, Ontario, the parcel registers for which are attached hereto as **Exhibit “M”** (the “**Grand Magazine Condos**”);
- (b) one condominium unit located at 10 Capreal Court, Toronto, Ontario, the parcel register for which is attached hereto as **Exhibit “N”** (the “**Capreal Condo**”);
- (c) two condominium units located at 75 Queens Wharf Road, Toronto, Ontario, the parcel registers for which are attached hereto as **Exhibit “O”** (the “**Queens Wharf Condos**”); and
- (d) three condominium units located at 35 Bastion Street, Toronto, Ontario, the parcel registers for which are attached hereto as **Exhibit “P”** (the “**Bastion Condos**”, and, collectively with the Grand Magazine Condos, the Capreal Condo and the Queens Wharf Condos, the “**Residential Condos**”).

The legal descriptions of the Residential Condos are set out in Schedule “B” hereto.

36. Mr. Xu transferred the Grand Magazine Condos to Bryn Lockhart-Conway and Nathan Gendron on January 3, 2018 by instrument number AT4772330, which instrument is attached hereto as **Exhibit “Q”**. Such instrument identifies that the consideration for the transfer was \$450,000.

37. Mr. Xu transferred the Capreal Condo to Calvin Long Fung Yeung on January 31, 2018 by instrument number AT4793086, which instrument is attached hereto as **Exhibit “R”**. Such instrument identifies that the consideration for the transfer was \$452,000.

38. Mr. Xu transferred the Queens Wharf Condos to Mr. Xiao Xu, who I believe to be Mr. Xu’s son (“**Xiao**”), on August 9, 2019 by instrument number AT5207738, which instrument is attached hereto as **Exhibit “S”**. Such instrument identifies that no consideration was paid for the transfer.

39. Xiao later transferred the Queens Wharf Condos to 2697483 Ontario Inc. on January 22, 2020 by instrument number AT5348244, which instrument is attached hereto as **Exhibit “T”**. Such instrument identifies that the consideration for the transfer was \$680,000.

40. Mr. Xu and his wife, Ms. Lina Liu, transferred the Bastion Condos to Xiao on August 9, 2019 by instrument number AT5207728, which instrument is attached hereto as **Exhibit “U”**. Such instrument identifies that no consideration was paid for the transfer.

41. Xiao later transferred the Bastion Condos to Ms. Terri Stuart-McEwan and Mr. William McEwan on March 20, 2020 by instrument number AT5392669, which instrument is attached hereto as **Exhibit “V”**. Such instrument identifies that the consideration for the transfer was \$711,100.

42. The aforesaid dispositions of the Residential Condos (the “**Dispositions**”) were not disclosed by Mr. Xu to the Bank. The Bank learned of the Dispositions through searches of the relevant land registries, following which representatives of the Bank met with Mr. Xu on or about March 10, 2020, and asked that he seek to reconvey title to the Residential Condos to himself. Mr. Xu refused to do so. The Bank has concerns with respect to the *bona fides* of the Dispositions and their potential impact upon the Bank’s ability to recover the Loan.

Demand and Notice of Intention to Enforce Security

43. On October 21, 2019, the Bank’s former legal counsel wrote to ZM Global and Mr. Xu, declaring the balance of the principal and interest on the Loan, which then totalled \$1,972,860.67, immediately due and payable, and demanding that ZM Global and Mr. Xu immediately pay such amount to the Bank (the “**Initial Demand Letter**”). A copy of the Initial Demand Letter is attached hereto as **Exhibit “W”**.

44. On October 24, 2019, the Bank’s former counsel served upon ZM Global and Mr. Xu notices of sale under section 26(1) and 35(1) of the *Mortgages Act* (Ontario) (the “**Notices of Sale**”). The Notices of Sale indicated that the amount then due under the Mortgage for principal, interest and costs was \$1,985,937.19. Copies of the Notices of Sale and the affidavit of service thereof are attached hereto as **Exhibit “X”**.

45. ZM Global and Mr. Xu failed or refused to pay the amount set out in both the Initial Demand Letter and the Notices of Sale and, consequently, the Bank commenced power of sale proceedings by notice of application issued by the Ontario Superior Court of Justice in Oshawa on February 4, 2020 (“**Power of Sale Proceedings**”), a copy of which is attached hereto as **Exhibit “Y”**.

46. The Bank did not learn of the Dispositions until after the commencement of the Power of Sale Proceedings.

47. As a result of (i) the onset of the COVID-19 pandemic and its impact on the value of retail properties, (ii) the resulting likelihood that the Bank will need to look to Mr. Xu and its security interest in the Property owned by him personally for satisfaction of the Loan and the costs of enforcing payment thereof, (iii) enforcement steps being taken by multiple parties against the Keele Condos, and (iv) the Bank's concerns with respect to the Dispositions, the Bank is now of the view that the most expedient and appropriate mechanism for dealing with the enforcement of the Bank's security and recovery of the Loan is through the appointment by the Court of a receiver with powers to, *inter alia*, take possession of and exercise control over the Property, market and sell any or all of the Property and investigate the circumstances surrounding the Dispositions.

48. Consequently, on November 13, 2020, the Bank's legal counsel wrote to ZM Global and Mr. Xu separately, renewing its demand for payment of the full outstanding balance of the principal and interest on the Loan, which then totalled \$2,070,366.09 (the "**Renewed Demand Letters**"). Enclosed with both of the Renewed Demand Letters was a notice of the Bank's intention to enforce its security addressed to ZM Global and Mr. Xu, respectively (the "**NITES**"). Copies of the Renewed Demand Letters and the NITES are attached hereto as **Exhibit "Z"**.

49. Proof that the Renewed Demand Letters and the NITES were sent is described in and attached to the affidavit of Maryam Tabatabaei sworn December 16, 2020, a copy of which is attached hereto as **Exhibit "AA"**.

Other Secured Creditors of ZM Global and Mr. Xu

50. The only interests of secured creditors disclosed on the parcel registers for the Keele Condos, attached as Exhibit “B”, are the Mortgage and the lien in favour of the Keele Condo Corp, described above.

51. The Ontario Personal Property Security Registration System search certificate in respect of ZM Global, attached as Exhibit “I”, discloses no registrations against ZM Global (other than registrations in favour of the Bank).

52. The Ontario Personal Property Security Registration System search certificates in respect of Mr. Xu, attached as Exhibit “J”, disclose two registrations against Mr. Xu (other than registrations in favour of the Bank) in favour of:

- (a) BMW Canada Inc. in respect of “equipment” and “other”, with “motor vehicle included”, which appears to be related to financing of a 2017 Maserati vehicle; and
- (b) The Bank of Nova Scotia in respect of “equipment” and “other”, with “motor vehicle included”, which appears to be related to financing of a 2016 Chevrolet vehicle.

53. I am not aware of any other secured creditors of ZM Global or Mr. Xu.

Appointment of the Receiver

54. As described above, ZM Global and Mr. Xu are in default of their obligations to the Bank under the Loan Documents. As of the date of swearing this affidavit, ZM Global and Mr. Xu have both failed or refused to pay the amounts owing to the Bank.

55. The notice periods in the NITES have each expired. The Bank is entitled to enforce its rights and remedies under the Mortgage and the GSA, which include, without limitation, the appointment of a receiver.

56. It is expected that the appointment of the Receiver will allow for an efficient and value maximizing approach to be taken to the marketing and sale of the Property for the benefit of all stakeholders.

57. It is proposed that the Receiver be empowered to investigate the circumstances surrounding the Dispositions, including as deemed appropriate by the Receiver, by examining Mr. Xu and the other parties to those transactions under oath.

58. Spergel has consented to its appointment as Receiver. A copy of Spergel's written consent is attached hereto as **Exhibit "BB"**.

59. Having regard to the amount of the Loan and the real potential that the Receiver may be challenged to realize sufficient value from the Property to fund the costs of the receivership and repay the Loan in full, let alone any distribution to subordinate creditors of either of the respondents, the order sought contemplates that the Receiver be empowered to engage counsel for the Applicant, Fasken Martineau DuMoulin LLP, as its counsel in respect matters for which there would be no conflict of interest.

60. The order sought in this Application also empowers the Receiver, if appointed, to borrow funds on a priority basis under receiver's certificates, on the usual terms, to fund the costs of the receivership. It is anticipated that the marketing and sale of the Keele Condos will take some time, and that expenditures will be required in the interim for which the Receiver will likely not have sufficient funds at its disposal.

Purpose of Affidavit

61. This affidavit is sworn in support of the Bank's application for an order appointing the Receiver over the Property.

SWORN REMOTELY BY WENFEI CHEN of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on December 24, 2020, in accordance with O. Reg. 431.20, Administering Oath or Declaration Remotely

DocuSigned by:

Daniel Richer

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DANIEL RICHER

Commissioner for Taking Affidavits, etc.
(or as may be)

DocuSigned by:

Wenfei Chen

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WENFEI CHEN

SCHEDULE “A”

LEGAL DESCRIPTION OF THE KEELE CONDOS

The ten commercial condominium units defined as the “Keele Condos” in the attached notice of application are legally described as follows:

- (a) UNIT 55, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN, being all of PIN 29842-0055 (LT);
- (b) UNIT 102, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN, being all of PIN 29842-0102 (LT);
- (c) UNIT 103, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN, being all of PIN 29842-0103 (LT);
- (d) UNIT 392, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN, being all of PIN 29842-0392 (LT);
- (e) UNIT 393, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN, being all of PIN 29842-0393 (LT);
- (f) UNIT 394, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN, being all of PIN 29842-0394 (LT);
- (g) UNIT 395, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN, being all of PIN 29842-0395 (LT);

- (h) UNIT 396, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN, being all of PIN 29842-0396 (LT);
- (i) UNIT 397, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN, being all of PIN 29842-0397 (LT); and
- (j) UNIT 398, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN, being all of PIN 29842-0398 (LT).

SCHEDULE “B”

LEGAL DESCRIPTION OF THE RESIDENTIAL CONDOS

The Grand Magazine Condos

The three residential condominium units defined as the “Grand Magazine Condos” in the attached notice of application are legally described as follows:

- (a) UNIT 25, LEVEL 11, TORONTO STANDARD CONDOMINIUM PLAN NO. 2433 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3826845; CITY OF TORONTO, being all of PIN 76433-0431 (LT);
- (b) UNIT 239, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2433 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3826845; CITY OF TORONTO, being all of PIN 76433-1281 (LT); and
- (c) UNIT 66, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2433 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3826845; CITY OF TORONTO, being all of PIN 76433-1411 (LT).

The Capreal Condo

The residential condominium unit defined as the “Capreal Condo” in the attached notice of application is legally described as follows:

- (d) UNIT 34, LEVEL 9, TORONTO STANDARD CONDOMINIUM PLAN NO. 2157 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2702788; CITY OF TORONTO, being all of PIN 76157-0393 (LT).

The Queens Wharf Condos

The two residential condominium units defined as the “Queens Wharf Condos” in the attached notice of application are legally described as follows:

- (e) UNIT 2, LEVEL 19, TORONTO STANDARD CONDOMINIUM PLAN NO. 2458 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3901265; CITY OF TORONTO, being all of PIN 76458-0462 (LT); and
- (a) UNIT 126, LEVEL D, TORONTO STANDARD CONDOMINIUM PLAN NO. 2458 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3901265; CITY OF TORONTO, being all of PIN 76458-1669 (LT).

The Bastion Condos

The three residential condominium units defined as the “Bastion Condos” in the attached notice of application are legally described as follows:

- (b) UNIT 4, LEVEL 9, TORONTO STANDARD CONDOMINIUM PLAN NO. 2433 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3826845; CITY OF TORONTO, being all of PIN 76433-0356 (LT);
- (c) UNIT 148, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2433 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3826845; CITY OF TORONTO, being all of PIN 76433-0727 (LT); and
- (d) UNIT 141, LEVEL C, TORONTO STANDARD CONDOMINIUM PLAN NO. 2433 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3826845; CITY OF TORONTO, being all of PIN 76433-1183 (LT).

THIS IS EXHIBIT “A”

***referred to in the Affidavit of Wenfei Chen of the City of
Toronto, in the Province of Ontario, sworn before me at the
City of Toronto, in the Province of Ontario, on December 24,
2020, in accordance with O. Reg. 431.20, Administering Oath
or Declaration Remotely***

DocuSigned by:

Daniel Richer

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A Commissioner for Taking Affidavits

Request ID: 024357151
Transaction ID: 75016568
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2020/03/19
Time Report Produced: 12:14:48
Page: 1

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2216937	ZM GLOBAL INC.	2009/09/04
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address		Date Amalgamated
2750 14TH AVENUE		NOT APPLICABLE
Suite # 202 MARKHAM ONTARIO CANADA L3R 0B6		New Amal. Number
		NOT APPLICABLE
		Notice Date
		NOT APPLICABLE
Mailing Address		Letter Date
2750 14TH AVE		NOT APPLICABLE
Suite # 202 MARKHAM ONTARIO CANADA L3R 0B6		Revival Date
		NOT APPLICABLE
		Continuation Date
		NOT APPLICABLE
		Transferred Out Date
		NOT APPLICABLE
		Cancel/Inactive Date
		NOT APPLICABLE
		EP Licence Eff.Date
		NOT APPLICABLE
		EP Licence Term.Date
		NOT APPLICABLE
	Number of Directors Minimum	Date Commenced in Ontario
	00001	NOT APPLICABLE
	Maximum	Date Ceased in Ontario
	00009	NOT APPLICABLE
Activity Classification		
NOT AVAILABLE		

Request ID: 024357151
Transaction ID: 75016568
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2020/03/19
Time Report Produced: 12:14:48
Page: 2

CORPORATION PROFILE REPORT

Ontario Corp Number

2216937

Corporation Name

ZM GLOBAL INC.

Corporate Name History

ZM GLOBAL INC.

Effective Date

2009/09/04

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

Administrator: Name (Individual / Corporation)

HONG LOU
XU

Address

17 EQUESTRIAN COURT

NORTH YORK
ONTARIO
CANADA M2H 3M9

Date Began

2009/09/04

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 024357151
Transaction ID: 75016568
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2020/03/19
Time Report Produced: 12:14:48
Page: 3

CORPORATION PROFILE REPORT

Ontario Corp Number

2216937

Corporation Name

ZM GLOBAL INC.

Administrator:

Name (Individual / Corporation)

HONG LOU
XU

Address

17 EQUESTRIAN COURT

NORTH YORK
ONTARIO
CANADA M2H 3M9

Date Began

2009/09/04

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

PRESIDENT

Resident Canadian

Y

Administrator:

Name (Individual / Corporation)

HONG LOU
XU

Address

17 EQUESTRIAN COURT

NORTH YORK
ONTARIO
CANADA M2H 3M9

Date Began

2009/09/04

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

TREASURER

Resident Canadian

Y

Request ID: 024357151
Transaction ID: 75016568
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2020/03/19
Time Report Produced: 12:14:48
Page: 4

CORPORATION PROFILE REPORT

Ontario Corp Number

2216937

Corporation Name

ZM GLOBAL INC.

Last Document Recorded

Act/Code	Description	Form	Date
CIA	ANNUAL RETURN 2018	1C	2018/12/09 (ELECTRONIC FILING)

THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

The issuance of this report in electronic form is authorized by the Ministry of Government Services.

THIS IS EXHIBIT “B”

***referred to in the Affidavit of Wenfei Chen of the City of
Toronto, in the Province of Ontario, sworn before me at the
City of Toronto, in the Province of Ontario, on December 24,
2020, in accordance with O. Reg. 431.20, Administering Oath
or Declaration Remotely***

DocuSigned by:

Daniel Richer

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A Commissioner for Taking Affidavits

LAND
REGISTRY
OFFICE #65

29842-0055 (LT)

PAGE 1 OF 3
PREPARED FOR tlholtom1
ON 2020/09/03 AT 09:46:31

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

PROPERTY DESCRIPTION: UNIT 55, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION IS 2015/01/26.

ESTATE/QUALIFIER: FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY: CONDOMINIUM FROM 03230-0274

PIN CREATION DATE: 2016/05/03

OWNERS' NAMES ZM GLOBAL INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2016/05/03 **						
**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. **						
VA71588	1973/01/29	NOTICE				C
REMARKS: AMENDMENT OF AIRPORT ZONING REGULATIONS; LB355841 - AFFECTS ALL/PART VARIOUS LANDS (ADDED 2000/02/09 BY S. COLES, ADLR)						
R309927	1983/02/16	TRANSFER EASEMENT			HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT	C
LT1463623	2000/03/27	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		C
REMARKS: PEARSON AIRPORT ZONING REGULATION						
YR62960	2001/10/19	APL (GENERAL)		ONTARIO CLEAN WATER AGENCY	THE REGIONAL MUNICIPALITY OF YORK	C
REMARKS: MINISTER'S TRANSFER ORDER- MULTIPLE EASEMENTS						
YR1678480	2011/07/14	TRANSFER		*** DELETED AGAINST THIS PROPERTY *** 889273 ONTARIO INC.	HOME DIRECT INC.	
REMARKS: PLANNING ACT STATEMENTS						
YR1821090	2012/05/11	APL CH NAME OWNER		*** DELETED AGAINST THIS PROPERTY *** HOME DIRECT INC.	IMPROVE INC.	
YR1943594	2013/02/08	CHARGE		*** DELETED AGAINST THIS PROPERTY *** IMPROVE INC.	ROMSPEN INVESTMENT CORPORATION	
YR1943595	2013/02/08	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** IMPROVE INC.	ROMSPEN INVESTMENT CORPORATION	
REMARKS: YR1943594						

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.

LAND
REGISTRY
OFFICE #65

29842-0055 (LT)

PAGE 2 OF 3
PREPARED FOR tlholtom1
ON 2020/09/03 AT 09:46:31

* 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
YR1943946	2013/02/11	CHARGE		*** DELETED AGAINST THIS PROPERTY *** IMPROVE INC.	AVIVA INSURANCE COMPANY OF CANADA	
YR1953124	2013/03/07	TRANSFER EASEMENT	\$2	IMPROVE INC.	THE REGIONAL MUNICIPALITY OF YORK	C
YR1953125	2013/03/07	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** ROMSPEN INVESTMENT CORPORATION	THE REGIONAL MUNICIPALITY OF YORK	
		REMARKS: YR1943594 TO YR1953124				
YR1953126	2013/03/07	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** AVIVA INSURANCE COMPANY OF CANADA	THE REGIONAL MUNICIPALITY OF YORK	
		REMARKS: YR1943946 TO YR1953124				
YR1953816	2013/03/11	NOTICE		THE REGIONAL MUNICIPALITY OF YORK		C
		REMARKS: SITE PLAN AGREEMENT				
65R35462	2015/01/26	PLAN REFERENCE				C
YR2247428	2015/01/26	APL ABSOLUTE TITLE		IMPROVE INC.		C
YR2394708	2015/11/26	NOTICE		*** DELETED AGAINST THIS PROPERTY *** IMPROVE INC.	AVIVA INSURANCE COMPANY OF CANADA	
		REMARKS: AMENDING YR1943946				
YR2447057	2016/03/22	NOTICE		THE CORPORATION OF THE CITY OF VAUGHAN	IMPROVE INC.	C
YRCP1311	2016/05/02	STANDARD CONDO PLN				C
YR2466166	2016/05/02	CONDO DECLARATION		IMPROVE INC.		C
YR2479036	2016/05/31	CONDO BYLAW/98		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1311		C
		REMARKS: BY-LAW # 1				
YR2479045	2016/05/31	CONDO BYLAW/98		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1311		C
		REMARKS: BY-LAW # 2				
YR2479048	2016/05/31	APL ANNEX REST COV		IMPROVE INC.		C
YR2481766	2016/06/03	CONDO DECLARATION		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1311		C
		REMARKS: AMENDMENT TO DECLARATION YR2466166				
YR2484338	2016/06/08	TRANSFER	\$330,000	IMPROVE INC.	ZM GLOBAL INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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29842-0055 (LT)

PAGE 3 OF 3
PREPARED FOR tlholtom1
ON 2020/09/03 AT 09:46:31

* 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
YR2484353	2016/06/08	CHARGE	\$2,100,000	*** COMPLETELY DELETED *** ZM GLOBAL INC.	YANG, YONGSHENG SUN, ZHIFENG SUNNYWAYS INVESTMENT INC.	
YR2484364	2016/06/08	DISCH OF CHARGE <i>REMARKS: YR1943594.</i>		*** COMPLETELY DELETED *** ROMSPEN INVESTMENT CORPORATION		
YR2495918	2016/06/28	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** SCEPTER INDUSTRIES LTD.		
YR2498475	2016/06/30	APL DEL CONST LIEN <i>REMARKS: YR2495918.</i>		*** COMPLETELY DELETED *** SCEPTER INDUSTRIES LTD.		
YR2533400	2016/08/29	DISCH OF CHARGE <i>REMARKS: YR1943946.</i>		*** COMPLETELY DELETED *** AVIVA INSURANCE COMPANY OF CANADA		
YR2537052	2016/09/01	CHARGE		ZM GLOBAL INC.	FIRST COMMERCIAL BANK	C
YR2537066	2016/09/01	NO ASSGN RENT GEN <i>REMARKS: YR2537052</i>		ZM GLOBAL INC.	FIRST COMMERCIAL BANK	C
YR2539170	2016/09/07	DISCH OF CHARGE <i>REMARKS: YR2484353.</i>	\$24,341	*** COMPLETELY DELETED *** YANG, YONGSHENG SUN, ZHIFENG SUNNYWAYS INVESTMENT INC.		
YR2772818	2017/12/13	CONDO BYLAW/98 <i>REMARKS: BY-LAW NO. 3</i>		YORK REGION STANDARD CONDOMINIUM COPORATION NO. 1311		
YR2989500	2019/07/30	CONDO LIEN/98		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1311		C

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REGISTRY
OFFICE #65

29842-0102 (LT)

PAGE 1 OF 3
PREPARED FOR tlholtom1
ON 2020/09/03 AT 09:56:28

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

PROPERTY DESCRIPTION:

UNIT 102, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN

PROPERTY REMARKS:

FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION IS 2015/01/26.

ESTATE/QUALIFIER:

FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:

CONDOMINIUM FROM 03230-0274

PIN CREATION DATE:

2016/05/03

OWNERS' NAMES

ZM GLOBAL INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2016/05/03 **						
**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. **						
VA71588	1973/01/29	NOTICE				C
REMARKS: AMENDMENT OF AIRPORT ZONING REGULATIONS; LB355841 - AFFECTS ALL/PART VARIOUS LANDS (ADDED 2000/02/09 BY S. COLES, ADLR)						
R309927	1983/02/16	TRANSFER EASEMENT			HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT	C
LT1463623	2000/03/27	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		C
REMARKS: PEARSON AIRPORT ZONING REGULATION						
YR62960	2001/10/19	APL (GENERAL)		ONTARIO CLEAN WATER AGENCY	THE REGIONAL MUNICIPALITY OF YORK	C
REMARKS: MINISTER'S TRANSFER ORDER- MULTIPLE EASEMENTS						
YR1678480	2011/07/14	TRANSFER		*** DELETED AGAINST THIS PROPERTY *** 889273 ONTARIO INC.	HOME DIRECT INC.	
REMARKS: PLANNING ACT STATEMENTS						
YR1821090	2012/05/11	APL CH NAME OWNER		*** DELETED AGAINST THIS PROPERTY *** HOME DIRECT INC.	IMPROVE INC.	
YR1943594	2013/02/08	CHARGE		*** DELETED AGAINST THIS PROPERTY *** IMPROVE INC.	ROMSPEN INVESTMENT CORPORATION	
YR1943595	2013/02/08	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** IMPROVE INC.	ROMSPEN INVESTMENT CORPORATION	
REMARKS: YR1943594						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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REGISTRY
OFFICE #65

29842-0102 (LT)

PAGE 2 OF 3
PREPARED FOR tlholtom1
ON 2020/09/03 AT 09:56:28

* 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
YR1943946	2013/02/11	CHARGE		*** DELETED AGAINST THIS PROPERTY *** IMPROVE INC.	AVIVA INSURANCE COMPANY OF CANADA	
YR1953124	2013/03/07	TRANSFER EASEMENT	\$2	IMPROVE INC.	THE REGIONAL MUNICIPALITY OF YORK	C
YR1953125	2013/03/07	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** ROMSPEN INVESTMENT CORPORATION	THE REGIONAL MUNICIPALITY OF YORK	
		REMARKS: YR1943594 TO YR1953124				
YR1953126	2013/03/07	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** AVIVA INSURANCE COMPANY OF CANADA	THE REGIONAL MUNICIPALITY OF YORK	
		REMARKS: YR1943946 TO YR1953124				
YR1953816	2013/03/11	NOTICE		THE REGIONAL MUNICIPALITY OF YORK		C
		REMARKS: SITE PLAN AGREEMENT				
65R35462	2015/01/26	PLAN REFERENCE				C
YR2247428	2015/01/26	APL ABSOLUTE TITLE		IMPROVE INC.		C
YR2394708	2015/11/26	NOTICE		*** DELETED AGAINST THIS PROPERTY *** IMPROVE INC.	AVIVA INSURANCE COMPANY OF CANADA	
		REMARKS: AMENDING YR1943946				
YR2447057	2016/03/22	NOTICE		THE CORPORATION OF THE CITY OF VAUGHAN	IMPROVE INC.	C
YRCP1311	2016/05/02	STANDARD CONDO PLN				C
YR2466166	2016/05/02	CONDO DECLARATION		IMPROVE INC.		C
YR2479036	2016/05/31	CONDO BYLAW/98		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1311		C
		REMARKS: BY-LAW # 1				
YR2479045	2016/05/31	CONDO BYLAW/98		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1311		C
		REMARKS: BY-LAW # 2				
YR2479048	2016/05/31	APL ANNEX REST COV		IMPROVE INC.		C
YR2481766	2016/06/03	CONDO DECLARATION		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1311		C
		REMARKS: AMENDMENT TO DECLARATION YR2466166				
YR2484352	2016/06/08	TRANSFER	\$330,000	IMPROVE INC.	ZM GLOBAL INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR2484353	2016/06/08	CHARGE	\$2,100,000	*** COMPLETELY DELETED *** ZM GLOBAL INC.	YANG, YONGSHENG SUN, ZHIFENG SUNNYWAYS INVESTMENT INC.	
YR2484364	2016/06/08	DISCH OF CHARGE <i>REMARKS: YR1943594.</i>		*** COMPLETELY DELETED *** ROMSPEN INVESTMENT CORPORATION		
YR2495918	2016/06/28	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** SCEPTER INDUSTRIES LTD.		
YR2498475	2016/06/30	APL DEL CONST LIEN <i>REMARKS: YR2495918.</i>		*** COMPLETELY DELETED *** SCEPTER INDUSTRIES LTD.		
YR2533400	2016/08/29	DISCH OF CHARGE <i>REMARKS: YR1943946.</i>		*** COMPLETELY DELETED *** AVIVA INSURANCE COMPANY OF CANADA		
YR2537052	2016/09/01	CHARGE		ZM GLOBAL INC.		C
YR2537066	2016/09/01	NO ASSGN RENT GEN <i>REMARKS: YR2537052</i>		ZM GLOBAL INC.		C
YR2539170	2016/09/07	DISCH OF CHARGE <i>REMARKS: YR2484353.</i>	\$24,341	*** COMPLETELY DELETED *** YANG, YONGSHENG SUN, ZHIFENG SUNNYWAYS INVESTMENT INC.		
YR2772818	2017/12/13	CONDO BYLAW/98 <i>REMARKS: BY-LAW NO. 3</i>		YORK REGION STANDARD CONDOMINIUM COPORATION NO. 1311		
YR2989500	2019/07/30	CONDO LIEN/98		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1311		C

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29842-0103 (LT)

PAGE 1 OF 3
PREPARED FOR tlholtom1
ON 2020/09/03 AT 09:55:36

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

PROPERTY DESCRIPTION:

UNIT 103, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN

PROPERTY REMARKS:

FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION IS 2015/01/26.

ESTATE/QUALIFIER:

FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:

CONDOMINIUM FROM 03230-0274

PIN CREATION DATE:

2016/05/03

OWNERS' NAMES

ZM GLOBAL INC.

CAPACITY

SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2016/05/03 **						
**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. **						
VA71588	1973/01/29	NOTICE				C
REMARKS: AMENDMENT OF AIRPORT ZONING REGULATIONS; LB355841 - AFFECTS ALL/PART VARIOUS LANDS (ADDED 2000/02/09 BY S. COLES, ADLR)						
R309927	1983/02/16	TRANSFER EASEMENT			HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT	C
LT1463623	2000/03/27	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		C
REMARKS: PEARSON AIRPORT ZONING REGULATION						
YR62960	2001/10/19	APL (GENERAL)		ONTARIO CLEAN WATER AGENCY	THE REGIONAL MUNICIPALITY OF YORK	C
REMARKS: MINISTER'S TRANSFER ORDER- MULTIPLE EASEMENTS						
YR1678480	2011/07/14	TRANSFER		*** DELETED AGAINST THIS PROPERTY *** 889273 ONTARIO INC.	HOME DIRECT INC.	
REMARKS: PLANNING ACT STATEMENTS						
YR1821090	2012/05/11	APL CH NAME OWNER		*** DELETED AGAINST THIS PROPERTY *** HOME DIRECT INC.	IMPROVE INC.	
YR1943594	2013/02/08	CHARGE		*** DELETED AGAINST THIS PROPERTY *** IMPROVE INC.	ROMSPEN INVESTMENT CORPORATION	
YR1943595	2013/02/08	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** IMPROVE INC.	ROMSPEN INVESTMENT CORPORATION	
REMARKS: YR1943594						

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29842-0103 (LT)

PAGE 2 OF 3
PREPARED FOR tlholtom1
ON 2020/09/03 AT 09:55:36

* 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
YR1943946	2013/02/11	CHARGE		*** DELETED AGAINST THIS PROPERTY *** IMPROVE INC.	AVIVA INSURANCE COMPANY OF CANADA	
YR1953124	2013/03/07	TRANSFER EASEMENT	\$2	IMPROVE INC.	THE REGIONAL MUNICIPALITY OF YORK	C
YR1953125	2013/03/07	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** ROMSPEN INVESTMENT CORPORATION	THE REGIONAL MUNICIPALITY OF YORK	
		REMARKS: YR1943594 TO YR1953124				
YR1953126	2013/03/07	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** AVIVA INSURANCE COMPANY OF CANADA	THE REGIONAL MUNICIPALITY OF YORK	
		REMARKS: YR1943946 TO YR1953124				
YR1953816	2013/03/11	NOTICE		THE REGIONAL MUNICIPALITY OF YORK		C
		REMARKS: SITE PLAN AGREEMENT				
65R35462	2015/01/26	PLAN REFERENCE				C
YR2247428	2015/01/26	APL ABSOLUTE TITLE		IMPROVE INC.		C
YR2394708	2015/11/26	NOTICE		*** DELETED AGAINST THIS PROPERTY *** IMPROVE INC.	AVIVA INSURANCE COMPANY OF CANADA	
		REMARKS: AMENDING YR1943946				
YR2447057	2016/03/22	NOTICE		THE CORPORATION OF THE CITY OF VAUGHAN	IMPROVE INC.	C
YRCP1311	2016/05/02	STANDARD CONDO PLN				C
YR2466166	2016/05/02	CONDO DECLARATION		IMPROVE INC.		C
YR2479036	2016/05/31	CONDO BYLAW/98		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1311		C
		REMARKS: BY-LAW # 1				
YR2479045	2016/05/31	CONDO BYLAW/98		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1311		C
		REMARKS: BY-LAW # 2				
YR2479048	2016/05/31	APL ANNEX REST COV		IMPROVE INC.		C
YR2481766	2016/06/03	CONDO DECLARATION		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1311		C
		REMARKS: AMENDMENT TO DECLARATION YR2466166				
YR2484334	2016/06/08	TRANSFER	\$330,000	IMPROVE INC.	ZM GLOBAL INC.	C

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29842-0103 (LT)

PAGE 3 OF 3
PREPARED FOR tlholtom1
ON 2020/09/03 AT 09:55:36

* 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
YR2484353	2016/06/08	CHARGE	\$2,100,000	*** COMPLETELY DELETED *** ZM GLOBAL INC.	YANG, YONGSHENG SUN, ZHIFENG SUNNYWAYS INVESTMENT INC.	
YR2484364	2016/06/08	DISCH OF CHARGE <i>REMARKS: YR1943594.</i>		*** COMPLETELY DELETED *** ROMSPEN INVESTMENT CORPORATION		
YR2495918	2016/06/28	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** SCEPTER INDUSTRIES LTD.		
YR2498475	2016/06/30	APL DEL CONST LIEN <i>REMARKS: YR2495918.</i>		*** COMPLETELY DELETED *** SCEPTER INDUSTRIES LTD.		
YR2533400	2016/08/29	DISCH OF CHARGE <i>REMARKS: YR1943946.</i>		*** COMPLETELY DELETED *** AVIVA INSURANCE COMPANY OF CANADA		
YR2537052	2016/09/01	CHARGE		ZM GLOBAL INC.	FIRST COMMERCIAL BANK	C
YR2537066	2016/09/01	NO ASSGN RENT GEN <i>REMARKS: YR2537052</i>		ZM GLOBAL INC.	FIRST COMMERCIAL BANK	C
YR2539170	2016/09/07	DISCH OF CHARGE <i>REMARKS: YR2484353.</i>	\$24,341	*** COMPLETELY DELETED *** YANG, YONGSHENG SUN, ZHIFENG SUNNYWAYS INVESTMENT INC.		
YR2772818	2017/12/13	CONDO BYLAW/98 <i>REMARKS: BY-LAW NO. 3</i>		YORK REGION STANDARD CONDOMINIUM COPORATION NO. 1311		
YR2989500	2019/07/30	CONDO LIEN/98		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1311		C

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REGISTRY
OFFICE #65

29842-0392 (LT)

PAGE 1 OF 3
PREPARED FOR tlholtom1
ON 2020/09/03 AT 09:54:35

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

PROPERTY DESCRIPTION:

UNIT 392, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN

PROPERTY REMARKS:

FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION IS 2015/01/26.

ESTATE/QUALIFIER:

FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:

CONDOMINIUM FROM 03230-0274

PIN CREATION DATE:

2016/05/03

OWNERS' NAMES

ZM GLOBAL INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2016/05/03 **						
**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. **						
VA71588	1973/01/29	NOTICE				C
REMARKS: AMENDMENT OF AIRPORT ZONING REGULATIONS; LB355841 - AFFECTS ALL/PART VARIOUS LANDS (ADDED 2000/02/09 BY S. COLES, ADLR)						
R309927	1983/02/16	TRANSFER EASEMENT			HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT	C
LT1463623	2000/03/27	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		C
REMARKS: PEARSON AIRPORT ZONING REGULATION						
YR62960	2001/10/19	APL (GENERAL)		ONTARIO CLEAN WATER AGENCY	THE REGIONAL MUNICIPALITY OF YORK	C
REMARKS: MINISTER'S TRANSFER ORDER- MULTIPLE EASEMENTS						
YR1678480	2011/07/14	TRANSFER		*** DELETED AGAINST THIS PROPERTY *** 889273 ONTARIO INC.	HOME DIRECT INC.	
REMARKS: PLANNING ACT STATEMENTS						
YR1821090	2012/05/11	APL CH NAME OWNER		*** DELETED AGAINST THIS PROPERTY *** HOME DIRECT INC.	IMPROVE INC.	
YR1943594	2013/02/08	CHARGE		*** DELETED AGAINST THIS PROPERTY *** IMPROVE INC.	ROMSPEN INVESTMENT CORPORATION	
YR1943595	2013/02/08	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** IMPROVE INC.	ROMSPEN INVESTMENT CORPORATION	
REMARKS: YR1943594						

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29842-0392 (LT)

PAGE 2 OF 3
PREPARED FOR tlholtom1
ON 2020/09/03 AT 09:54:35

* 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
YR1943946	2013/02/11	CHARGE		*** DELETED AGAINST THIS PROPERTY *** IMPROVE INC.	AVIVA INSURANCE COMPANY OF CANADA	
YR1953124	2013/03/07	TRANSFER EASEMENT	\$2	IMPROVE INC.	THE REGIONAL MUNICIPALITY OF YORK	C
YR1953125	2013/03/07	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** ROMSPEN INVESTMENT CORPORATION	THE REGIONAL MUNICIPALITY OF YORK	
REMARKS: YR1943594 TO YR1953124						
YR1953126	2013/03/07	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** AVIVA INSURANCE COMPANY OF CANADA	THE REGIONAL MUNICIPALITY OF YORK	
REMARKS: YR1943946 TO YR1953124						
YR1953816	2013/03/11	NOTICE		THE REGIONAL MUNICIPALITY OF YORK		C
REMARKS: SITE PLAN AGREEMENT						
65R35462	2015/01/26	PLAN REFERENCE				C
YR2247428	2015/01/26	APL ABSOLUTE TITLE		IMPROVE INC.		C
YR2394708	2015/11/26	NOTICE		*** DELETED AGAINST THIS PROPERTY *** IMPROVE INC.	AVIVA INSURANCE COMPANY OF CANADA	
REMARKS: AMENDING YR1943946						
YR2447057	2016/03/22	NOTICE		THE CORPORATION OF THE CITY OF VAUGHAN	IMPROVE INC.	C
YRCP1311	2016/05/02	STANDARD CONDO PLN				C
YR2466166	2016/05/02	CONDO DECLARATION		IMPROVE INC.		C
YR2479036	2016/05/31	CONDO BYLAW/98		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1311		C
REMARKS: BY-LAW # 1						
YR2479045	2016/05/31	CONDO BYLAW/98		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1311		C
REMARKS: BY-LAW # 2						
YR2479048	2016/05/31	APL ANNEX REST COV		IMPROVE INC.		C
YR2481766	2016/06/03	CONDO DECLARATION		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1311		C
REMARKS: AMENDMENT TO DECLARATION YR2466166						
YR2484331	2016/06/08	TRANSFER	\$315,000	IMPROVE INC.	ZM GLOBAL INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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REGISTRY
OFFICE #65

29842-0392 (LT)

PAGE 3 OF 3
PREPARED FOR tlholtom1
ON 2020/09/03 AT 09:54:35

* 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
YR2484353	2016/06/08	CHARGE	\$2,100,000	*** COMPLETELY DELETED *** ZM GLOBAL INC.	YANG, YONGSHENG SUN, ZHIFENG SUNNYWAYS INVESTMENT INC.	
YR2484364	2016/06/08	DISCH OF CHARGE REMARKS: YR1943594.		*** COMPLETELY DELETED *** ROMSPEN INVESTMENT CORPORATION		
YR2533400	2016/08/29	DISCH OF CHARGE REMARKS: YR1943946.		*** COMPLETELY DELETED *** AVIVA INSURANCE COMPANY OF CANADA		
YR2537052	2016/09/01	CHARGE		ZM GLOBAL INC.	FIRST COMMERCIAL BANK	
YR2537066	2016/09/01	NO ASSGN RENT GEN REMARKS: YR2537052		ZM GLOBAL INC.	FIRST COMMERCIAL BANK	
YR2539170	2016/09/07	DISCH OF CHARGE REMARKS: YR2484353.		*** COMPLETELY DELETED *** YANG, YONGSHENG SUN, ZHIFENG SUNNYWAYS INVESTMENT INC.		
YR2772818	2017/12/13	CONDO BYLAW/98 REMARKS: BY-LAW NO. 3	\$24,341	YORK REGION STANDARD CONDOMINIUM COPORATION NO. 1311		C
YR2989500	2019/07/30	CONDO LIEN/98		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1311		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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REGISTRY
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29842-0393 (LT)

PAGE 1 OF 3
PREPARED FOR tlholtom1
ON 2020/09/03 AT 09:53:45

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

PROPERTY DESCRIPTION: UNIT 393, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION IS 2015/01/26.

ESTATE/QUALIFIER: FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY: CONDOMINIUM FROM 03230-0274

PIN CREATION DATE: 2016/05/03

OWNERS' NAMES ZM GLOBAL INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2016/05/03 **						
**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. **						
VA71588	1973/01/29	NOTICE				C
REMARKS: AMENDMENT OF AIRPORT ZONING REGULATIONS; LB355841 - AFFECTS ALL/PART VARIOUS LANDS (ADDED 2000/02/09 BY S. COLES, ADLR)						
R309927	1983/02/16	TRANSFER EASEMENT			HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT	C
LT1463623	2000/03/27	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		C
REMARKS: PEARSON AIRPORT ZONING REGULATION						
YR62960	2001/10/19	APL (GENERAL)		ONTARIO CLEAN WATER AGENCY	THE REGIONAL MUNICIPALITY OF YORK	C
REMARKS: MINISTER'S TRANSFER ORDER- MULTIPLE EASEMENTS						
YR1678480	2011/07/14	TRANSFER		*** DELETED AGAINST THIS PROPERTY *** 889273 ONTARIO INC.	HOME DIRECT INC.	
REMARKS: PLANNING ACT STATEMENTS						
YR1821090	2012/05/11	APL CH NAME OWNER		*** DELETED AGAINST THIS PROPERTY *** HOME DIRECT INC.	IMPROVE INC.	
YR1943594	2013/02/08	CHARGE		*** DELETED AGAINST THIS PROPERTY *** IMPROVE INC.	ROMSPEN INVESTMENT CORPORATION	
YR1943595	2013/02/08	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** IMPROVE INC.	ROMSPEN INVESTMENT CORPORATION	
REMARKS: YR1943594						

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REGISTRY
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29842-0393 (LT)

PAGE 2 OF 3
PREPARED FOR tlholtom1
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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
YR1943946	2013/02/11	CHARGE		*** DELETED AGAINST THIS PROPERTY *** IMPROVE INC.	AVIVA INSURANCE COMPANY OF CANADA	
YR1953124	2013/03/07	TRANSFER EASEMENT	\$2	IMPROVE INC.	THE REGIONAL MUNICIPALITY OF YORK	C
YR1953125	2013/03/07	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** ROMSPEN INVESTMENT CORPORATION	THE REGIONAL MUNICIPALITY OF YORK	
REMARKS: YR1943594 TO YR1953124						
YR1953126	2013/03/07	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** AVIVA INSURANCE COMPANY OF CANADA	THE REGIONAL MUNICIPALITY OF YORK	
REMARKS: YR1943946 TO YR1953124						
YR1953816	2013/03/11	NOTICE		THE REGIONAL MUNICIPALITY OF YORK		C
REMARKS: SITE PLAN AGREEMENT						
65R35462	2015/01/26	PLAN REFERENCE				C
YR2247428	2015/01/26	APL ABSOLUTE TITLE		IMPROVE INC.		C
YR2394708	2015/11/26	NOTICE		*** DELETED AGAINST THIS PROPERTY *** IMPROVE INC.	AVIVA INSURANCE COMPANY OF CANADA	
REMARKS: AMENDING YR1943946						
YR2447057	2016/03/22	NOTICE		THE CORPORATION OF THE CITY OF VAUGHAN	IMPROVE INC.	C
YRCP1311	2016/05/02	STANDARD CONDO PLN				C
YR2466166	2016/05/02	CONDO DECLARATION		IMPROVE INC.		C
YR2479036	2016/05/31	CONDO BYLAW/98		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1311		C
REMARKS: BY-LAW # 1						
YR2479045	2016/05/31	CONDO BYLAW/98		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1311		C
REMARKS: BY-LAW # 2						
YR2479048	2016/05/31	APL ANNEX REST COV		IMPROVE INC.		C
YR2481766	2016/06/03	CONDO DECLARATION		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1311		C
REMARKS: AMENDMENT TO DECLARATION YR2466166						
YR2484160	2016/06/08	TRANSFER	\$300,000	IMPROVE INC.	ZM GLOBAL INC.	C

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REGISTRY
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29842-0393 (LT)

PAGE 3 OF 3
PREPARED FOR tlholtom1
ON 2020/09/03 AT 09:53:45

* 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
YR2484353	2016/06/08	CHARGE	\$2,100,000	*** COMPLETELY DELETED *** ZM GLOBAL INC.	YANG, YONGSHENG SUN, ZHIFENG SUNNYWAYS INVESTMENT INC.	
YR2484364	2016/06/08	DISCH OF CHARGE REMARKS: YR1943594.		*** COMPLETELY DELETED *** ROMSPEN INVESTMENT CORPORATION		
YR2533400	2016/08/29	DISCH OF CHARGE REMARKS: YR1943946.		*** COMPLETELY DELETED *** AVIVA INSURANCE COMPANY OF CANADA		
YR2537052	2016/09/01	CHARGE		ZM GLOBAL INC.	FIRST COMMERCIAL BANK	
YR2537066	2016/09/01	NO ASSGN RENT GEN REMARKS: YR2537052		ZM GLOBAL INC.	FIRST COMMERCIAL BANK	
YR2539170	2016/09/07	DISCH OF CHARGE REMARKS: YR2484353.		*** COMPLETELY DELETED *** YANG, YONGSHENG SUN, ZHIFENG SUNNYWAYS INVESTMENT INC.		
YR2772818	2017/12/13	CONDO BYLAW/98 REMARKS: BY-LAW NO. 3		YORK REGION STANDARD CONDOMINIUM COPORATION NO. 1311		
YR2989500	2019/07/30	CONDO LIEN/98	\$24,341	YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1311		C

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NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

PROPERTY DESCRIPTION:

UNIT 394, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN

PROPERTY REMARKS:

FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION IS 2015/01/26.

ESTATE/QUALIFIER:

FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:

CONDOMINIUM FROM 03230-0274

PIN CREATION DATE:

2016/05/03

OWNERS' NAMES

ZM GLOBAL INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2016/05/03 **						
**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. **						
VA71588	1973/01/29	NOTICE				C
REMARKS: AMENDMENT OF AIRPORT ZONING REGULATIONS; LB355841 - AFFECTS ALL/PART VARIOUS LANDS (ADDED 2000/02/09 BY S. COLES, ADLR)						
R309927	1983/02/16	TRANSFER EASEMENT			HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT	C
LT1463623	2000/03/27	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		C
REMARKS: PEARSON AIRPORT ZONING REGULATION						
YR62960	2001/10/19	APL (GENERAL)		ONTARIO CLEAN WATER AGENCY	THE REGIONAL MUNICIPALITY OF YORK	C
REMARKS: MINISTER'S TRANSFER ORDER- MULTIPLE EASEMENTS						
YR1678480	2011/07/14	TRANSFER		*** DELETED AGAINST THIS PROPERTY *** 889273 ONTARIO INC.	HOME DIRECT INC.	
REMARKS: PLANNING ACT STATEMENTS						
YR1821090	2012/05/11	APL CH NAME OWNER		*** DELETED AGAINST THIS PROPERTY *** HOME DIRECT INC.	IMPROVE INC.	
YR1943594	2013/02/08	CHARGE		*** DELETED AGAINST THIS PROPERTY *** IMPROVE INC.	ROMSPEN INVESTMENT CORPORATION	
YR1943595	2013/02/08	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** IMPROVE INC.	ROMSPEN INVESTMENT CORPORATION	
REMARKS: YR1943594						

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29842-0394 (LT)

PAGE 2 OF 3
PREPARED FOR tlholtom1
ON 2020/09/03 AT 09:52:58

* 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
YR1943946	2013/02/11	CHARGE		*** DELETED AGAINST THIS PROPERTY *** IMPROVE INC.	AVIVA INSURANCE COMPANY OF CANADA	
YR1953124	2013/03/07	TRANSFER EASEMENT	\$2	IMPROVE INC.	THE REGIONAL MUNICIPALITY OF YORK	C
YR1953125	2013/03/07	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** ROMSPEN INVESTMENT CORPORATION	THE REGIONAL MUNICIPALITY OF YORK	
REMARKS: YR1943594 TO YR1953124						
YR1953126	2013/03/07	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** AVIVA INSURANCE COMPANY OF CANADA	THE REGIONAL MUNICIPALITY OF YORK	
REMARKS: YR1943946 TO YR1953124						
YR1953816	2013/03/11	NOTICE		THE REGIONAL MUNICIPALITY OF YORK		C
REMARKS: SITE PLAN AGREEMENT						
65R35462	2015/01/26	PLAN REFERENCE				C
YR2247428	2015/01/26	APL ABSOLUTE TITLE		IMPROVE INC.		C
YR2394708	2015/11/26	NOTICE		*** DELETED AGAINST THIS PROPERTY *** IMPROVE INC.	AVIVA INSURANCE COMPANY OF CANADA	
REMARKS: AMENDING YR1943946						
YR2447057	2016/03/22	NOTICE		THE CORPORATION OF THE CITY OF VAUGHAN	IMPROVE INC.	C
YRCP1311	2016/05/02	STANDARD CONDO PLN				C
YR2466166	2016/05/02	CONDO DECLARATION		IMPROVE INC.		C
YR2479036	2016/05/31	CONDO BYLAW/98		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1311		C
REMARKS: BY-LAW # 1						
YR2479045	2016/05/31	CONDO BYLAW/98		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1311		C
REMARKS: BY-LAW # 2						
YR2479048	2016/05/31	APL ANNEX REST COV		IMPROVE INC.		C
YR2481766	2016/06/03	CONDO DECLARATION		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1311		C
REMARKS: AMENDMENT TO DECLARATION YR2466166						
YR2484157	2016/06/08	TRANSFER	\$300,000	IMPROVE INC.	ZM GLOBAL INC.	C

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR2484353	2016/06/08	CHARGE	\$2,100,000	*** COMPLETELY DELETED *** ZM GLOBAL INC.	YANG, YONGSHENG SUN, ZHIFENG SUNNYWAYS INVESTMENT INC.	
YR2484364	2016/06/08	DISCH OF CHARGE REMARKS: YR1943594.		*** COMPLETELY DELETED *** ROMSPEN INVESTMENT CORPORATION		
YR2533400	2016/08/29	DISCH OF CHARGE REMARKS: YR1943946.		*** COMPLETELY DELETED *** AVIVA INSURANCE COMPANY OF CANADA		
YR2537052	2016/09/01	CHARGE		ZM GLOBAL INC.	FIRST COMMERCIAL BANK	
YR2537066	2016/09/01	NO ASSGN RENT GEN REMARKS: YR2537052		ZM GLOBAL INC.	FIRST COMMERCIAL BANK	
YR2539170	2016/09/07	DISCH OF CHARGE REMARKS: YR2484353.		*** COMPLETELY DELETED *** YANG, YONGSHENG SUN, ZHIFENG SUNNYWAYS INVESTMENT INC.		
YR2772818	2017/12/13	CONDO BYLAW/98 REMARKS: BY-LAW NO. 3	\$24,341	YORK REGION STANDARD CONDOMINIUM COPORATION NO. 1311		C
YR2989500	2019/07/30	CONDO LIEN/98		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1311		C

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REGISTRY
OFFICE #65

29842-0395 (LT)

PAGE 1 OF 3
PREPARED FOR tlholtom1
ON 2020/09/03 AT 09:51:59

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

PROPERTY DESCRIPTION: UNIT 395, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION IS 2015/01/26.

ESTATE/QUALIFIER: FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY: CONDOMINIUM FROM 03230-0274

PIN CREATION DATE: 2016/05/03

OWNERS' NAMES ZM GLOBAL INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2016/05/03 **						
**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. **						
VA71588	1973/01/29	NOTICE				C
REMARKS: AMENDMENT OF AIRPORT ZONING REGULATIONS; LB355841 - AFFECTS ALL/PART VARIOUS LANDS (ADDED 2000/02/09 BY S. COLES, ADLR)						
R309927	1983/02/16	TRANSFER EASEMENT			HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT	C
LT1463623	2000/03/27	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		C
REMARKS: PEARSON AIRPORT ZONING REGULATION						
YR62960	2001/10/19	APL (GENERAL)		ONTARIO CLEAN WATER AGENCY	THE REGIONAL MUNICIPALITY OF YORK	C
REMARKS: MINISTER'S TRANSFER ORDER- MULTIPLE EASEMENTS						
YR1678480	2011/07/14	TRANSFER		*** DELETED AGAINST THIS PROPERTY *** 889273 ONTARIO INC.	HOME DIRECT INC.	
REMARKS: PLANNING ACT STATEMENTS						
YR1821090	2012/05/11	APL CH NAME OWNER		*** DELETED AGAINST THIS PROPERTY *** HOME DIRECT INC.	IMPROVE INC.	
YR1943594	2013/02/08	CHARGE		*** DELETED AGAINST THIS PROPERTY *** IMPROVE INC.	ROMSPEN INVESTMENT CORPORATION	
YR1943595	2013/02/08	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** IMPROVE INC.	ROMSPEN INVESTMENT CORPORATION	
REMARKS: YR1943594						

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29842-0395 (LT)

PAGE 2 OF 3
PREPARED FOR tlholtom1
ON 2020/09/03 AT 09:51:59

* 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
YR1943946	2013/02/11	CHARGE		*** DELETED AGAINST THIS PROPERTY *** IMPROVE INC.	AVIVA INSURANCE COMPANY OF CANADA	
YR1953124	2013/03/07	TRANSFER EASEMENT	\$2	IMPROVE INC.	THE REGIONAL MUNICIPALITY OF YORK	C
YR1953125	2013/03/07	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** ROMSPEN INVESTMENT CORPORATION	THE REGIONAL MUNICIPALITY OF YORK	
		REMARKS: YR1943594 TO YR1953124				
YR1953126	2013/03/07	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** AVIVA INSURANCE COMPANY OF CANADA	THE REGIONAL MUNICIPALITY OF YORK	
		REMARKS: YR1943946 TO YR1953124				
YR1953816	2013/03/11	NOTICE		THE REGIONAL MUNICIPALITY OF YORK		C
		REMARKS: SITE PLAN AGREEMENT				
65R35462	2015/01/26	PLAN REFERENCE				C
YR2247428	2015/01/26	APL ABSOLUTE TITLE		IMPROVE INC.		C
YR2394708	2015/11/26	NOTICE		*** DELETED AGAINST THIS PROPERTY *** IMPROVE INC.	AVIVA INSURANCE COMPANY OF CANADA	
		REMARKS: AMENDING YR1943946				
YR2447057	2016/03/22	NOTICE		THE CORPORATION OF THE CITY OF VAUGHAN	IMPROVE INC.	C
YRCP1311	2016/05/02	STANDARD CONDO PLN				C
YR2466166	2016/05/02	CONDO DECLARATION		IMPROVE INC.		C
YR2479036	2016/05/31	CONDO BYLAW/98		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1311		C
		REMARKS: BY-LAW # 1				
YR2479045	2016/05/31	CONDO BYLAW/98		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1311		C
		REMARKS: BY-LAW # 2				
YR2479048	2016/05/31	APL ANNEX REST COV		IMPROVE INC.		C
YR2481766	2016/06/03	CONDO DECLARATION		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1311		C
		REMARKS: AMENDMENT TO DECLARATION YR2466166				
YR2484156	2016/06/08	TRANSFER	\$300,000	IMPROVE INC.	ZM GLOBAL INC.	C

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REGISTRY
OFFICE #65

29842-0395 (LT)

PAGE 3 OF 3
PREPARED FOR tlholtom1
ON 2020/09/03 AT 09:51:59

* 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
YR2484353	2016/06/08	CHARGE	\$2,100,000	*** COMPLETELY DELETED *** ZM GLOBAL INC.	YANG, YONGSHENG SUN, ZHIFENG SUNNYWAYS INVESTMENT INC.	
YR2484364	2016/06/08	DISCH OF CHARGE REMARKS: YR1943594.		*** COMPLETELY DELETED *** ROMSPEN INVESTMENT CORPORATION		
YR2533400	2016/08/29	DISCH OF CHARGE REMARKS: YR1943946.		*** COMPLETELY DELETED *** AVIVA INSURANCE COMPANY OF CANADA		
YR2537052	2016/09/01	CHARGE		ZM GLOBAL INC.	FIRST COMMERCIAL BANK	
YR2537066	2016/09/01	NO ASSGN RENT GEN REMARKS: YR2537052		ZM GLOBAL INC.	FIRST COMMERCIAL BANK	
YR2539170	2016/09/07	DISCH OF CHARGE REMARKS: YR2484353.		*** COMPLETELY DELETED *** YANG, YONGSHENG SUN, ZHIFENG SUNNYWAYS INVESTMENT INC.		
YR2772818	2017/12/13	CONDO BYLAW/98 REMARKS: BY-LAW NO. 3	\$24,341	YORK REGION STANDARD CONDOMINIUM COPORATION NO. 1311		C
YR2989500	2019/07/30	CONDO LIEN/98		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1311		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 #65

29842-0396 (LT)

PAGE 1 OF 3
PREPARED FOR tlholtom1
ON 2020/09/03 AT 09:51:17

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

PROPERTY DESCRIPTION: UNIT 396, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION IS 2015/01/26.

ESTATE/QUALIFIER: FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY: CONDOMINIUM FROM 03230-0274

PIN CREATION DATE: 2016/05/03

OWNERS' NAMES ZM GLOBAL INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2016/05/03 **						
**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. **						
VA71588	1973/01/29	NOTICE				C
REMARKS: AMENDMENT OF AIRPORT ZONING REGULATIONS; LB355841 - AFFECTS ALL/PART VARIOUS LANDS (ADDED 2000/02/09 BY S. COLES, ADLR)						
R309927	1983/02/16	TRANSFER EASEMENT			HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT	C
LT1463623	2000/03/27	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		C
REMARKS: PEARSON AIRPORT ZONING REGULATION						
YR62960	2001/10/19	APL (GENERAL)		ONTARIO CLEAN WATER AGENCY	THE REGIONAL MUNICIPALITY OF YORK	C
REMARKS: MINISTER'S TRANSFER ORDER- MULTIPLE EASEMENTS						
YR1678480	2011/07/14	TRANSFER		*** DELETED AGAINST THIS PROPERTY *** 889273 ONTARIO INC.	HOME DIRECT INC.	
REMARKS: PLANNING ACT STATEMENTS						
YR1821090	2012/05/11	APL CH NAME OWNER		*** DELETED AGAINST THIS PROPERTY *** HOME DIRECT INC.	IMPROVE INC.	
YR1943594	2013/02/08	CHARGE		*** DELETED AGAINST THIS PROPERTY *** IMPROVE INC.	ROMSPEN INVESTMENT CORPORATION	
YR1943595	2013/02/08	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** IMPROVE INC.	ROMSPEN INVESTMENT CORPORATION	
REMARKS: YR1943594						

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.

LAND
REGISTRY
OFFICE #65

29842-0396 (LT)

PAGE 2 OF 3
PREPARED FOR tlholtom1
ON 2020/09/03 AT 09:51:17

* 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
YR1943946	2013/02/11	CHARGE		*** DELETED AGAINST THIS PROPERTY *** IMPROVE INC.	AVIVA INSURANCE COMPANY OF CANADA	
YR1953124	2013/03/07	TRANSFER EASEMENT	\$2	IMPROVE INC.	THE REGIONAL MUNICIPALITY OF YORK	C
YR1953125	2013/03/07	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** ROMSPEN INVESTMENT CORPORATION	THE REGIONAL MUNICIPALITY OF YORK	
REMARKS: YR1943594 TO YR1953124						
YR1953126	2013/03/07	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** AVIVA INSURANCE COMPANY OF CANADA	THE REGIONAL MUNICIPALITY OF YORK	
REMARKS: YR1943946 TO YR1953124						
YR1953816	2013/03/11	NOTICE		THE REGIONAL MUNICIPALITY OF YORK		C
REMARKS: SITE PLAN AGREEMENT						
65R35462	2015/01/26	PLAN REFERENCE				C
YR2247428	2015/01/26	APL ABSOLUTE TITLE		IMPROVE INC.		C
YR2394708	2015/11/26	NOTICE		*** DELETED AGAINST THIS PROPERTY *** IMPROVE INC.	AVIVA INSURANCE COMPANY OF CANADA	
REMARKS: AMENDING YR1943946						
YR2447057	2016/03/22	NOTICE		THE CORPORATION OF THE CITY OF VAUGHAN	IMPROVE INC.	C
YRCP1311	2016/05/02	STANDARD CONDO PLN				C
YR2466166	2016/05/02	CONDO DECLARATION		IMPROVE INC.		C
YR2479036	2016/05/31	CONDO BYLAW/98		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1311		C
REMARKS: BY-LAW # 1						
YR2479045	2016/05/31	CONDO BYLAW/98		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1311		C
REMARKS: BY-LAW # 2						
YR2479048	2016/05/31	APL ANNEX REST COV		IMPROVE INC.		C
YR2481766	2016/06/03	CONDO DECLARATION		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1311		C
REMARKS: AMENDMENT TO DECLARATION YR2466166						
YR2484152	2016/06/08	TRANSFER	\$300,000	IMPROVE INC.	ZM GLOBAL INC.	C

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR2484353	2016/06/08	CHARGE	\$2,100,000	*** COMPLETELY DELETED *** ZM GLOBAL INC.	YANG, YONGSHENG SUN, ZHIFENG SUNNYWAYS INVESTMENT INC.	
YR2484364	2016/06/08	DISCH OF CHARGE REMARKS: YR1943594.		*** COMPLETELY DELETED *** ROMSPEN INVESTMENT CORPORATION		
YR2533400	2016/08/29	DISCH OF CHARGE REMARKS: YR1943946.		*** COMPLETELY DELETED *** AVIVA INSURANCE COMPANY OF CANADA		
YR2537052	2016/09/01	CHARGE		ZM GLOBAL INC.	FIRST COMMERCIAL BANK	C
YR2537066	2016/09/01	NO ASSGN RENT GEN REMARKS: YR2537052		ZM GLOBAL INC.	FIRST COMMERCIAL BANK	C
YR2539170	2016/09/07	DISCH OF CHARGE REMARKS: YR2484353.		*** COMPLETELY DELETED *** YANG, YONGSHENG SUN, ZHIFENG SUNNYWAYS INVESTMENT INC.		
YR2772818	2017/12/13	CONDO BYLAW/98 REMARKS: BY-LAW NO. 3	\$24,341	YORK REGION STANDARD CONDOMINIUM COPORATION NO. 1311		C
YR2989500	2019/07/30	CONDO LIEN/98		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1311		C

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REGISTRY
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29842-0397 (LT)

PAGE 1 OF 3
PREPARED FOR tlholtom1
ON 2020/09/03 AT 09:50:07

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

PROPERTY DESCRIPTION:

UNIT 397, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN

PROPERTY REMARKS:

FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION IS 2015/01/26.

ESTATE/QUALIFIER:

FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:

CONDOMINIUM FROM 03230-0274

PIN CREATION DATE:

2016/05/03

OWNERS' NAMES

ZM GLOBAL INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2016/05/03 **						
**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. **						
VA71588	1973/01/29	NOTICE				C
REMARKS: AMENDMENT OF AIRPORT ZONING REGULATIONS; LB355841 - AFFECTS ALL/PART VARIOUS LANDS (ADDED 2000/02/09 BY S. COLES, ADLR)						
R309927	1983/02/16	TRANSFER EASEMENT			HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE ENVIRONMENT	C
LT1463623	2000/03/27	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		C
REMARKS: PEARSON AIRPORT ZONING REGULATION						
YR62960	2001/10/19	APL (GENERAL)		ONTARIO CLEAN WATER AGENCY	THE REGIONAL MUNICIPALITY OF YORK	C
REMARKS: MINISTER'S TRANSFER ORDER- MULTIPLE EASEMENTS						
YR1678480	2011/07/14	TRANSFER		*** DELETED AGAINST THIS PROPERTY *** 889273 ONTARIO INC.	HOME DIRECT INC.	
REMARKS: PLANNING ACT STATEMENTS						
YR1821090	2012/05/11	APL CH NAME OWNER		*** DELETED AGAINST THIS PROPERTY *** HOME DIRECT INC.	IMPROVE INC.	
YR1943594	2013/02/08	CHARGE		*** DELETED AGAINST THIS PROPERTY *** IMPROVE INC.	ROMSPEN INVESTMENT CORPORATION	
YR1943595	2013/02/08	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** IMPROVE INC.	ROMSPEN INVESTMENT CORPORATION	
REMARKS: YR1943594						

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REGISTRY
OFFICE #65

29842-0397 (LT)

PAGE 2 OF 3
PREPARED FOR tlholtom1
ON 2020/09/03 AT 09:50:07

* 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
YR1943946	2013/02/11	CHARGE		*** DELETED AGAINST THIS PROPERTY *** IMPROVE INC.	AVIVA INSURANCE COMPANY OF CANADA	
YR1953124	2013/03/07	TRANSFER EASEMENT	\$2	IMPROVE INC.	THE REGIONAL MUNICIPALITY OF YORK	C
YR1953125	2013/03/07	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** ROMSPEN INVESTMENT CORPORATION	THE REGIONAL MUNICIPALITY OF YORK	
		REMARKS: YR1943594 TO YR1953124				
YR1953126	2013/03/07	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** AVIVA INSURANCE COMPANY OF CANADA	THE REGIONAL MUNICIPALITY OF YORK	
		REMARKS: YR1943946 TO YR1953124				
YR1953816	2013/03/11	NOTICE		THE REGIONAL MUNICIPALITY OF YORK		C
		REMARKS: SITE PLAN AGREEMENT				
65R35462	2015/01/26	PLAN REFERENCE				C
YR2247428	2015/01/26	APL ABSOLUTE TITLE		IMPROVE INC.		C
YR2394708	2015/11/26	NOTICE		*** DELETED AGAINST THIS PROPERTY *** IMPROVE INC.	AVIVA INSURANCE COMPANY OF CANADA	
		REMARKS: AMENDING YR1943946				
YR2447057	2016/03/22	NOTICE		THE CORPORATION OF THE CITY OF VAUGHAN	IMPROVE INC.	C
YRCP1311	2016/05/02	STANDARD CONDO PLN				C
YR2466166	2016/05/02	CONDO DECLARATION		IMPROVE INC.		C
YR2479036	2016/05/31	CONDO BYLAW/98		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1311		C
		REMARKS: BY-LAW # 1				
YR2479045	2016/05/31	CONDO BYLAW/98		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1311		C
		REMARKS: BY-LAW # 2				
YR2479048	2016/05/31	APL ANNEX REST COV		IMPROVE INC.		C
YR2481766	2016/06/03	CONDO DECLARATION		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1311		C
		REMARKS: AMENDMENT TO DECLARATION YR2466166				
YR2484148	2016/06/08	TRANSFER	\$300,000	IMPROVE INC.	ZM GLOBAL INC.	C

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29842-0397 (LT)

PAGE 3 OF 3
PREPARED FOR tlholtom1
ON 2020/09/03 AT 09:50:07

* 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
YR2484353	2016/06/08	CHARGE	\$2,100,000	*** COMPLETELY DELETED *** ZM GLOBAL INC.	YANG, YONGSHENG SUN, ZHIFENG SUNNYWAYS INVESTMENT INC.	
YR2484364	2016/06/08	DISCH OF CHARGE <i>REMARKS: YR1943594.</i>		*** COMPLETELY DELETED *** ROMSPEN INVESTMENT CORPORATION		
YR2533400	2016/08/29	DISCH OF CHARGE <i>REMARKS: YR1943946.</i>		*** COMPLETELY DELETED *** AVIVA INSURANCE COMPANY OF CANADA		
YR2537052	2016/09/01	CHARGE		ZM GLOBAL INC.	FIRST COMMERCIAL BANK	C
YR2537066	2016/09/01	NO ASSGN RENT GEN <i>REMARKS: YR2537052</i>		ZM GLOBAL INC.	FIRST COMMERCIAL BANK	C
YR2539170	2016/09/07	DISCH OF CHARGE <i>REMARKS: YR2484353.</i>		*** COMPLETELY DELETED *** YANG, YONGSHENG SUN, ZHIFENG SUNNYWAYS INVESTMENT INC.		
YR2772818	2017/12/13	CONDO BYLAW/98 <i>REMARKS: BY-LAW NO. 3</i>	\$24,341	YORK REGION STANDARD CONDOMINIUM COPORATION NO. 1311		C
YR2989500	2019/07/30	CONDO LIEN/98		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1311		C

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29842-0398 (LT)

PAGE 1 OF 3
PREPARED FOR tlholtom1
ON 2020/09/03 AT 09:48:43

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

PROPERTY DESCRIPTION: UNIT 398, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION IS 2015/01/26.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

OWNERS' NAMES
ZM GLOBAL INC.

RECENTLY:
CONDOMINIUM FROM 03230-0274

CAPACITY SHARE

PIN CREATION DATE:
2016/05/03

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2016/05/03 **						
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REMARKS: AMENDMENT OF AIRPORT ZONING REGULATIONS; LB355841 - AFFECTS ALL/PART VARIOUS LANDS (ADDED 2000/02/09 BY S. COLES, ADLR)						
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REMARKS: PEARSON AIRPORT ZONING REGULATION						
YR62960	2001/10/19	APL (GENERAL)		ONTARIO CLEAN WATER AGENCY	THE REGIONAL MUNICIPALITY OF YORK	C
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REMARKS: PLANNING ACT STATEMENTS						
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YR1943594	2013/02/08	CHARGE		*** DELETED AGAINST THIS PROPERTY *** IMPROVE INC.	ROMSPEN INVESTMENT CORPORATION	
YR1943595	2013/02/08	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** IMPROVE INC.	ROMSPEN INVESTMENT CORPORATION	
REMARKS: YR1943594						

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REGISTRY
OFFICE #65

29842-0398 (LT)

PAGE 2 OF 3
PREPARED FOR tlholtom1
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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
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YR1953124	2013/03/07	TRANSFER EASEMENT	\$2	IMPROVE INC.	THE REGIONAL MUNICIPALITY OF YORK	C
YR1953125	2013/03/07	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** ROMSPEN INVESTMENT CORPORATION	THE REGIONAL MUNICIPALITY OF YORK	
		REMARKS: YR1943594 TO YR1953124				
YR1953126	2013/03/07	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY *** AVIVA INSURANCE COMPANY OF CANADA	THE REGIONAL MUNICIPALITY OF YORK	
		REMARKS: YR1943946 TO YR1953124				
YR1953816	2013/03/11	NOTICE		THE REGIONAL MUNICIPALITY OF YORK		C
		REMARKS: SITE PLAN AGREEMENT				
65R35462	2015/01/26	PLAN REFERENCE				C
YR2247428	2015/01/26	APL ABSOLUTE TITLE		IMPROVE INC.		C
YR2394708	2015/11/26	NOTICE		*** DELETED AGAINST THIS PROPERTY *** IMPROVE INC.	AVIVA INSURANCE COMPANY OF CANADA	
		REMARKS: AMENDING YR1943946				
YR2447057	2016/03/22	NOTICE		THE CORPORATION OF THE CITY OF VAUGHAN	IMPROVE INC.	C
YRCP1311	2016/05/02	STANDARD CONDO PLN				C
YR2466166	2016/05/02	CONDO DECLARATION		IMPROVE INC.		C
YR2479036	2016/05/31	CONDO BYLAW/98		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1311		C
		REMARKS: BY-LAW # 1				
YR2479045	2016/05/31	CONDO BYLAW/98		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1311		C
		REMARKS: BY-LAW # 2				
YR2479048	2016/05/31	APL ANNEX REST COV		IMPROVE INC.		C
YR2481766	2016/06/03	CONDO DECLARATION		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1311		C
		REMARKS: AMENDMENT TO DECLARATION YR2466166				
YR2484140	2016/06/08	TRANSFER	\$300,000	IMPROVE INC.	ZM GLOBAL INC.	C

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR2484353	2016/06/08	CHARGE	\$2,100,000	*** COMPLETELY DELETED *** ZM GLOBAL INC.	YANG, YONGSHENG SUN, ZHIFENG SUNNYWAYS INVESTMENT INC.	
YR2484364	2016/06/08	DISCH OF CHARGE REMARKS: YR1943594.		*** COMPLETELY DELETED *** ROMSPEN INVESTMENT CORPORATION		
YR2533400	2016/08/29	DISCH OF CHARGE REMARKS: YR1943946.		*** COMPLETELY DELETED *** AVIVA INSURANCE COMPANY OF CANADA		
YR2537052	2016/09/01	CHARGE		ZM GLOBAL INC.	FIRST COMMERCIAL BANK	C
YR2537066	2016/09/01	NO ASSGN RENT GEN REMARKS: YR2537052		ZM GLOBAL INC.	FIRST COMMERCIAL BANK	C
YR2539170	2016/09/07	DISCH OF CHARGE REMARKS: YR2484353.		*** COMPLETELY DELETED *** YANG, YONGSHENG SUN, ZHIFENG SUNNYWAYS INVESTMENT INC.		
YR2772818	2017/12/13	CONDO BYLAW/98 REMARKS: BY-LAW NO. 3	\$24,341	YORK REGION STANDARD CONDOMINIUM COPORATION NO. 1311		C
YR2989500	2019/07/30	CONDO LIEN/98		YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1311		C

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THIS IS EXHIBIT “C”

***referred to in the Affidavit of Wenfei Chen of the City of
Toronto, in the Province of Ontario, sworn before me at the
City of Toronto, in the Province of Ontario, on December 24,
2020, in accordance with O. Reg. 431.20, Administering Oath
or Declaration Remotely***

DocuSigned by:

Daniel Richer

42C898C67F0446B...

A Commissioner for Taking Affidavits

(905) 677-2577 (tel: +19056772577)

[View hours ▾](#)<https://twitter.com/improvecanada><https://www.facebook.com/ImproveCanada><https://www.pinterest.com/improvecanada/><https://www.houzz.com/pro/improve-inc/improve-canada><https://www.instagram.com/improvecanada/><https://www.youtube.com/user/ImproveCanada>

IMPROVE

IMPROVE is totally unique to Canada. Based on the international success of similar concepts throughout the world, IMPROVE understands how to make home improvement much easier and more pleasurable for consumers and trades to shop all under one roof.

Conveniently located close to Hwys. 400 & 407 at 7250 Keele St., IMPROVE's architecturally stunning building is home to over 350 different home improvement companies that are the best within their category.

Spread throughout 320,000 sq.ft. of opulent showrooms, IMPROVE is the epi-center for products and services that can offer you everything from a light bulb to a complete customized home.

Each owner is dedicated to providing expert advice and a wide selection of international and local specialties that will surpass your home improvement dreams, while delivering superior service to make your projects fulfill all your expectations, on time and on budget.

IN THE MEDIA

IMPROVE CANADA OPENS DOORS

([HTTP://WWW.TORONTOSUN.COM/2016/10/06/IMPROVE-CANADA-OPENS-DOORS-TO-CANADAS-FIRST-HOME-IMPROVEMENT-MEGA-CENTRE](http://www.torontosun.com/2016/10/06/improve-canada-opens-doors-to-canadas-first-home-improvement-mega-centre))

October 06, 2016

Now open to the public, Improve Canada is revolutionizing the way that people shop for products and services...

Read more > (<http://www.torontosun.com/2016/10/06/improve-canada-opens-doors-to-canadas-first-home-improvement-mega-centre>)

IMPROVE CANADA ([HTTP://WWW.CITYLIFEMAGAZINE.CA/2012/07/GENERAL-INTEREST/SPECIAL_FEATURES/IMPROVE-CANADA/](http://www.citylifemagazine.ca/2012/07/general-interest/special_features/improve-canada/))

July 26, 2012

Improve is poised to become a network of design-build entrepreneurs who will use their strength in diversity....

Read more > (http://www.citylifemagazine.ca/2012/07/general-interest/special_features/improve-canada/)



(/media/images/20171108/972f/improve_canada_exterior.jpg)

Improve Canada





(/media/images/20171108/03a8/improve_canada.jpg)

Improve Canada



(/media/images/20171108/1909/improve_canada_interior.jpg)

Improve Canada





(/media/images/20171108/3b48/improve_canada_showroom.jpg)

Improve Canada



(/media/images/20171108/4de9/art_bouille_improve_canada.jpg)

Improve Canada





(/media/images/20171108/2174/lussora_kitchen_studio_improve_canada.jpg)

Improve Canada



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Improve Canada



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Improve Canada

improve Canada



(https://www.youtube.com/watch?v=VgWCjKF9c_M)

Improve Canada



(<https://www.youtube.com/watch?v=C8hB2eM27NI>)

Improve Vendor - Zenporium



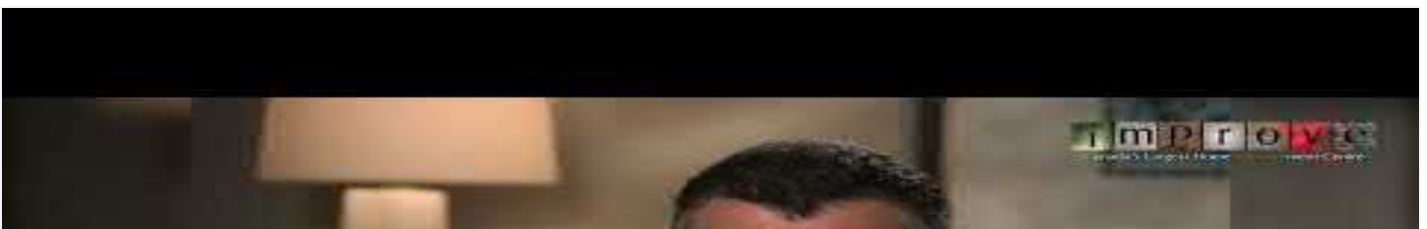
(<https://www.youtube.com/watch?v=18rzWGeOzzc>)

Improve Vendor - Talissa Decor



(<https://www.youtube.com/watch?v=ZdR2S2gpMBQ>)

Improve Vendor - Italian Art Interior





(<https://www.youtube.com/watch?v=oeKIYq04N6o>)

Improve Canada

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PHONE:

905.677.2577

(TEL: +19056772577)

E-MAIL:

info@improvecanada.com

(MAILTO:INFO@IMPROVECANADA.COM?SUBJECT=MAIL%20FROM%20IMPROVECANADA.COM)

OUR HOURS

Monday: By Appointment Only

Tuesday: By Appointment Only

Wednesday: 11:00AM to 6:00PM

Thursday: 11:00AM to 6:00PM

Friday: 11:00AM to 6:00PM

Saturday: 11:00AM to 6:00PM

Sunday: 11:00PM to 5:00PM

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[PRIVACY POLICY \(/PRIVACY/\)](#)

[TERMS OF USE \(/TERMS/\)](#)

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THIS IS EXHIBIT “D”

***referred to in the Affidavit of Wenfei Chen of the City of
Toronto, in the Province of Ontario, sworn before me at the
City of Toronto, in the Province of Ontario, on December 24,
2020, in accordance with O. Reg. 431.20, Administering Oath
or Declaration Remotely***

DocuSigned by:

Daniel Richer

42C898C67F9446B...

A Commissioner for Taking Affidavits



Government
of Canada

Gouvernement
du Canada

[Canada.ca](#) → [Innovation, Science and Economic Development Canada](#)

→ [Corporations Canada](#) → [Search for a Federal Corporation](#)

Federal Corporation Information - 1170242-4

[Order copies of corporate documents](#)

Note

This information is available to the public in accordance with legislation (see [Public disclosure of corporate information](#)).

Corporation Number

1170242-4

Business Number (BN)

760318337RC0001

Corporate Name

Global Greensteel Construction Group Corporation

Status

Active

Governing Legislation

Canada Business Corporations Act - 2019-10-25

[Order a Corporate Profile](#) [\[View PDF Sample\]](#) [\[View HTML Sample\]](#).

[PDF Readers](#)

Registered Office Address

6 Sangster Rd.
Whitchurch-Stouffville ON L4A 7X4
Canada

Note

Active CBCA corporations are required to update this information within 15 days of any change. A corporation key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

Directors

Minimum 1

Maximum 10

TONGLUN ZHU

336 Hollyberry Trail

Toronto ON M2H 2P6

Canada

Huiyu Han

6 Sangster Rd.

Whitchurch-Stouffville ON L4A 7X4

Canada

Xiao Xu

6 Sangster Rd.

Whitchurch-Stouffville ON L4A 7X4

Canada

Honglou Xu

6 Sangster Rd.

Whitchurch-Stouffville ON L4A 7X4

Canada

Note

Active CBCA corporations are required to update director information (names, addresses, etc.) within 15 days of any change. A corporation key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

Annual Filings

Anniversary Date (MM-DD)

10-25

Date of Last Annual Meeting

Not available

Annual Filing Period (MM-DD)

10-25 to 12-24

Type of Corporation

Not available

Status of Annual Filings

2020 - Not due

Corporate History

Corporate Name**History**

2019-10-25 to Present	Global Greensteel Construction Group Corporation
-----------------------	--

Certificates and Filings

Certificate of Incorporation

2019-10-25

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Date Modified:

2020-09-17

THIS IS EXHIBIT “E”

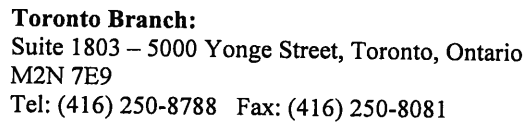
***referred to in the Affidavit of Wenfei Chen of the City of
Toronto, in the Province of Ontario, sworn before me at the
City of Toronto, in the Province of Ontario, on December 24,
2020, in accordance with O. Reg. 431.20, Administering Oath
or Declaration Remotely***

DocuSigned by:

Daniel Richer

42C898C67F9440B...

A Commissioner for Taking Affidavits



ZM Global Inc.
2750 14th Avenue Suite 202,
Markham, ON, L3R 0B6

Attention: Mr. Xu Hong Lou

Dear Mr. Xu Hong Lou,

First Commercial Bank is pleased to advise that we are prepared to offer the following credit facility subject to the terms and conditions outlined below (hereinafter called the "Commitment"). This Commitment supersedes and replaces any prior written or verbal communications between the Borrower and First Commercial Bank.

Borrower ZM Global Inc.
(the “Borrower”)

Guarantor Mr. Xu Hong Lou (collectively the "Guarantor")

Lender First Commercial Bank
(the "Lender")

Collateral Property Information	<u>Civic address:</u> 7250 Keele Street, Units 55,102-103 & 392-398 Vaughan, Ontario <u>Legal description:</u> Units 55, 102, 103, 392, 393, 394, 395, 396, 397 and 398, Level 1, York Region Standard Condominium Plan No. 1311, City of Vaughan, Regional Municipality of York, Ontario <u>PIN:</u> 29842-0055, 29842-0102, 29842-0103, 29842-0392, 29842-0393, 29842-0394, 29842-0395, 29842-0396, 29842-0397 & 29842-0398 (the "Property")
--	---

Credit Facility	Mid-Term Secured Non-revolving Mortgage Loan for CAD\$2,100,000.00
------------------------	--

FCB Prime + 1% (currently at 3.7%)

5 years from the date of first drawdown no later than Dec 3, 2016 with 25 years amortization period

Repayment Blended monthly Principal and Interest. Full repayment of all principal, interest and other expenses either on demand, or upon maturity.

Application Fee 0.25% of total lending amount

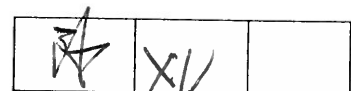
Prepayment Permissible for early repayment.

Security The Borrower shall deliver the following security documents (collectively the "Security"), which shall be in form, scope and substance satisfactory to the Lender and its legal counsel, acting reasonably.

1. Registered 1st position Mortgage for the principal amount of \$2,100,000 on the subject property located at 7250 Keele Street, Units 55, 102-103 & 392-398, Vaughan, Ontario with Assignment of Rents.
2. FCB is the 1st loss payee for all insurance policies.
3. Full unconditional guarantees from the Guarantor.
4. General Security Agreement from the Borrower and Guarantor.
5. Shareholders subordination agreement.
6. Environmental indemnity agreement from the Borrower and the Guarantor.
7. Such other and further security and documentation as may be reasonably required by First Commercial Bank's solicitors to complete and perfect the Security.

**Funding
Conditions**

1. The Lender shall require evidence of all corporate authorities together with an opinion of the Borrower's counsel as to usual matters such as corporate authorities, absence of litigation, delivery of security, and execution of all security listed herein.
2. Borrower undertakes not to create any further encumbrance on the Property without the Lender's prior written consent.
3. Legal, insurance review, title, appraisal, survey and other customary underwriting, securing or enforcement expenses of the Lender, are for the account of and shall be paid by the Borrower.
4. The Borrower will provide the usual warranties and representations respecting; accuracy of financial statements and that there has been no material adverse change in the Borrower's financial condition.
5. The Commitment and Loan Facility shall be governed by and construed under laws of the Province of Ontario.



6. The Lender's solicitor shall be:

Janet K.Y. Lee
Metcalf, Blainey & Burns LLP
Barristers & Solicitors
18 Crown Steel Drive, Suite 202
Markham Ontario L3R 9X8
Tel:905-475-7676 Ex 338

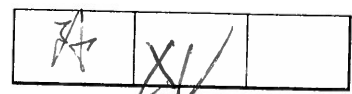
7. Such other and further security and documentation as may be reasonably required by the Lender's solicitors to complete and perfect the Security.

Reporting requirements

1. Within 120 days of the end of each fiscal year during the Term of the loan the Borrower shall provide financial statements. The Lender reserves the right to require any other financial information which may reasonably be required from time to time.
2. The Borrower shall provide proof of property taxes payment of the Property annually, failing which the Lender shall obtain confirmation directly from the municipality, and shall recover the cost by charging the Borrower's account.
3. The Borrower shall provide updated Personal Financial Statement and Tax Return of the Guarantor annually to the Lender.
4. The Borrower shall provide updated rent roll and lease agreement upon any change of rental status or requested by the Lender from time to time.

Events of default

In the event of the Borrower failing to pay any amount when due or being in breach of any covenant, condition or term of the Commitment or the Security, or if any representation made by the Borrower, the Guarantor or their agents, or any information provided by them is found to be untrue or incorrect, or if any Event of Default as defined in the Security occurs, or if in the sole opinion of the Lender, a material adverse change occurs relating to the Borrower, the Property, or the risk associated with the Loan Facility, the Borrower shall at the option of the Lender, be in default of its obligations to the Lender, the Lender may exercise any and/or all remedies available to it at law or in equity. Further, the Lender may, at its option, declare the principal and interest on the Loan and any other amount due under the Commitment forthwith due and payable, whereupon the same shall be and become immediately due and payable in full.



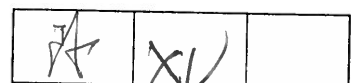
**Ongoing
Conditions**

1. No subsequent financial encumbrances are to rank after the Lender 1st mortgage charge, unless prior written consent has been obtained from the Lender.
2. Updated rent-roll and/or operating statements of the Property are to be provided upon request by the Lender.
3. The Borrower should obtain consent from the Lender, prior to redevelopment of the Property.

**Privacy act
consent**

By signing this Commitment, each of you, being the parties signing (including the Borrower and all Guarantors) agrees that FCB is authorized and entitled to:

- a) Use your Personal Information (as hereinafter defined) to assess your ability to obtain your loan and to evaluate your ability to meet your financial obligations. This use includes disclosing and exchanging your Personal Information on an on-going basis with credit bureaus, credit reporting agencies and financial institutions or their agents, or to service providers, in order to determine and verify, on an on-going basis, your continuing eligibility for your loan and your continuing ability to meet your financial obligations. This use, disclosure and exchange of your Personal Information will continue as long as your loan is outstanding, and will help protect you from fraud and will also protect the integrity of the credit-granting system;
- b) If the security for your loan includes an insured mortgage, to disclose your Personal Information to the mortgage insurer and to exchange, on an on-going basis, your Personal Information with such mortgage insurer, for all purposes related to the provision of mortgage insurance; and;
- c) Use, disclose and exchange, on an on-going basis, all the personal information collected by us or delivered by you to us from time to time in connection with your loan and any information obtained by us from time to time pursuant to paragraphs (a) and (b) above (collectively your "Personal Information") to other organizations (including members of the FCB Group) which may fund all or any part of your loan and/or own all or any part of your loan and the security securing your loan from time to time and permit prospective investors in your loan to inspect your Personal Information.




Acceptance of this offer of credit provides full and sufficient acknowledgement that if, in the opinion of the Lender, any material adverse change in risk occurs including, without limiting the generality of the foregoing, any material adverse change in financial condition of the Borrower and the Guarantor, any obligation of the Lender to advance all or part of the loan may be withdrawn or cancelled at the sole discretion of the Lender.

If you are in agreement with the foregoing terms and conditions, please indicate by signing and returning a copy of this Commitment Letter to the Lender's office by **August 19, 2016**, failing which this letter shall be deemed null and void.

Yours truly,

First Commercial Bank



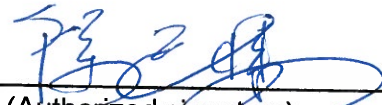
Malcolm Wang, V.P. & General Manager

ACCEPTANCE:

I/WE HEREBY accept the terms and conditions as stated herein.

DATED AT TORONTO, this 8 day of AUGUST, 2016.


Borrower: ZM Global Inc.

Per: 

(Authorized signatory)

Date: 8 AUGUST 2016

Guarantor:

Per: 

Mr. Xu Hong Lou

Date: 8 AUGUST 2016

THIS IS EXHIBIT “F”

***referred to in the Affidavit of Wenfei Chen of the City of
Toronto, in the Province of Ontario, sworn before me at the
City of Toronto, in the Province of Ontario, on December 24,
2020, in accordance with O. Reg. 431.20, Administering Oath
or Declaration Remotely***

DocuSigned by:

Daniel Kieuer

42C808C67F0446B...

A Commissioner for Taking Affidavits

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

Properties

PIN	29842 - 0055 LT	Interest/Estate	Fee Simple
Description	UNIT 55, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN		
Address	55 UNIT 7250 KEELE STREET VAUGHAN		
PIN	29842 - 0102 LT	Interest/Estate	Fee Simple
Description	UNIT 102, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN		
Address	102 UNIT 7250 KEELE STREET VAUGHAN		
PIN	29842 - 0103 LT	Interest/Estate	Fee Simple
Description	UNIT 103, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN		
Address	103 UNIT 7250 KEELE STREET VAUGHAN		
PIN	29842 - 0392 LT	Interest/Estate	Fee Simple
Description	UNIT 392, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN		
Address	392 UNIT 7250 KEELE STREET VAUGHAN		
PIN	29842 - 0393 LT	Interest/Estate	Fee Simple
Description	UNIT 393, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN		
Address	393 UNIT 7250 KEELE STREET VAUGHAN		
PIN	29842 - 0394 LT	Interest/Estate	Fee Simple
Description	UNIT 394, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN		
Address	394 UNIT 7250 KEELE STREET VAUGHAN		
PIN	29842 - 0395 LT	Interest/Estate	Fee Simple
Description	UNIT 395, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN		
Address	395 UNIT 7250 KEELE STREET VAUGHAN		
PIN	29842 - 0396 LT	Interest/Estate	Fee Simple
Description	UNIT 396, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN		
Address	396 UNIT 7250 KEELE STREET VAUGHAN		
PIN	29842 - 0397 LT	Interest/Estate	Fee Simple
Description	UNIT 397, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN		
Address	397 UNIT 7250 KEELE STREET VAUGHAN		

Properties

PIN	29842 - 0398 LT	Interest/Estate	Fee Simple
Description	UNIT 398, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1311 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2466166; CITY OF VAUGHAN		
Address	398 UNIT 7250 KEELE STREET VAUGHAN		

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	ZM GLOBAL INC.
Address for Service	2750 14th Avenue, Suite 202 Markham, Ontario L3R 0B6

I, Hong Lou Xu, have the authority to bind the corporation.

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

Chargee(s)	Capacity	Share
------------	----------	-------

Name	FIRST COMMERCIAL BANK
Address for Service	Suite 1803, 5000 Yonge Street Toronto, Ontario M2N 7E9

Provisions

Principal	\$ 2,100,000.00	Currency	CDN
Calculation Period	See Mortgage Schedule attached		
Balance Due Date	On demand or upon maturity		
Interest Rate	Prime + 0.75%		
Payments			
Interest Adjustment Date			
Payment Date			
First Payment Date			
Last Payment Date			
Standard Charge Terms	200803		
Insurance Amount	See standard charge terms		
Guarantor	Hong Lou Xu		

Additional Provisions

See Schedules

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

Signed By

Kam Yu Janet Lee	18 Crown Steel Drive Suite 202 Markham L3R 9X8	acting for Chargor(s)	Signed	2016 09 01
Tel	905-475-7676			
Fax	905-475-6226			

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

Submitted By

METCALFE, BLAINEY & BURNS, LLP	18 Crown Steel Drive Suite 202 Markham L3R 9X8	2016 09 01
Tel	905-475-7676	
Fax	905-475-6226	

Fees/Taxes/Payment

Statutory Registration Fee	\$62.85
Total Paid	\$62.85

File Number

Chargor Client File Number :	20412JLAC
Chargee Client File Number :	20412JLAC

Mortgage Schedule

1. For the purpose of this Charge,
 - (a) the term **"Borrower"** means ZM GLOBAL INC. (*Insert Name of Borrower*). If more than one person is named above, the term Borrower means all and any one or more of them and the liabilities of the Borrower means the liabilities of all of any one of more of them to the Chargee;
 - (b) the term **"Principal Amount"** means the amount set out in the Charge/Mortgage of Land to which this Schedule is attached and forms part; and
 - (c) the term **"Interest Rate"** means the rate set out in the Charge/Mortgage of Land to which this Schedule is attached and forms part. For the purposes of this Charge, Prime Interest Rate is the annual rate of interest in effect from time to time as announced and recorded from time to time by the Chargee then in effect for determining interest rates on Canadian dollar loans in Canada.

2. **Whereas** the Borrower is obligated to the Chargee, and the Chargor has at the request of the Chargee agreed to give this Charge/Mortgage of Land ("Charge") as a continuing collateral security for payment and satisfaction to the Chargee of all obligations, debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed at any time owing by the Borrower to the Chargee or remaining unpaid by the Borrower to the Chargee heretofore or hereafter incurred or arising, and whether incurred by or arising from agreement or dealings between the Chargee and the Borrower or from any other agreement or dealings with any other legal entity by which the Chargee may be or become in any manner whatsoever a creditor of the Borrower, or however otherwise incurred or arising anywhere within or outside Canada, and whether the Borrower is solely bound or bound with another or others and whether as principal or surety, and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again (such indebtedness, liabilities, debts and obligations are hereinafter collectively hereafter called the "Indebtedness"), but it being agreed that this Charge at any one time will not secure that portion of the aggregate principal component of the Indebtedness outstanding at such time that exceeds the Principal Amount..

3. Provided that this Charge is not to be enforceable against the Chargor, his heirs, executors, administrators, estate trustees, successors or assigns or any of them, paying on demand to the Chargee, its successors or assigns, for the principal component of the ultimate balance of the Indebtedness not exceeding the Principal Amount together with interest on the Indebtedness at the Interest Rate, as per the terms set out in this Charge, calculated and payable monthly (unless otherwise agreed to in writing by the Chargee), both before and after maturity, default, judgment or any or all of them until payment is actually received, with interest on overdue interest at the same rate as on the principal component, and all other amounts payable by the Chargor hereunder and paying any taxes, rates, levies, charges or assessments upon the said lands no matter by whom or what authority imposed and observing and performing all covenants, provisos and conditions herein contained.

4. It is agreed by and between the parties hereto as follows:
 - (a) That no part of any liabilities of the Borrower to the Chargee existing at the date of this Charge or incurred or arising thereafter shall be deemed to be unsecured by this Charge.
 - (b) That this Charge is and shall be a continuing collateral security to the Chargee for the amount of the Indebtedness and interest as herein provided and shall be deemed to be taken as security for the ultimate balance of the Indebtedness; and these presents shall not, nor shall anything herein contained operate so as to create any merger or discharge of any debt owing to the Chargee or of any lien, bond, promissory note, bill of exchange or other security held by or which may hereafter be held by the Chargee from the Borrower or from any other person or persons and this Charge shall not in any way prejudicially affect any security held or which may hereafter be held by the Chargee for the Indebtedness or any part thereof, or the liability of any endorser or any other person or persons upon any such lien, bond, bill of exchange, promissory note or other security or contract or any renewal or renewals thereof or substitution therefor held by the Chargee for or on account of the Indebtedness or any part or parts thereof, nor shall the remedies of the Chargee in respect thereof be prejudiced or delayed in any manner whatsoever by the taking of this Charge.
 - (c) That any and all payments made in respect of the Indebtedness and interest and the moneys or other proceeds realized from the sale of any securities held therefor including this Charge may be applied and reapplied notwithstanding any previous application on such part or parts of the Indebtedness or interest as the Chargee may think fit or may be held unappropriated in a separate collateral account for such time as the Chargee may think fit.

- (d) That the Chargee may grant time or times, renewals, extensions, indulgences, releases and discharges to, may take securities and guarantees from and give up the same and any and all existing securities and guarantees to, may abstain from taking securities or guarantees from or from perfecting securities or guarantees of, may accept compositions from and may otherwise deal with the Chargor and all other persons, securities and guarantees as the Chargee may think fit, without prejudicing the rights of the Chargee under this Charge.
 - (e) That the taking of judgment in respect of the Indebtedness or any instrument or instruments now or hereafter representing or evidencing the Indebtedness or under any of the covenants herein or in any such instrument contained or implied shall not operate as a merger of the Indebtedness or such instrument, instruments or covenants nor affect the Chargee's right to interest at the rate and times herein provided nor affect nor prejudice any rights or remedies given to the Chargee by the terms hereof.
5. In the event one or more of the Chargors is not also a Borrower, then each Chargor who is not also a Borrower (hereinafter in this paragraph called the "said Chargor") jointly and severally covenants with the Chargee as follows:
- (a) This Charge and the covenants, provisos, obligations and agreements on the part of the Chargor herein contained shall be the continuing obligations and liability of each said Chargor and shall cover all the liabilities and obligations of the Chargor hereunder and shall apply to and shall secure any ultimate balance of the moneys secured or intended to be secured hereby;
 - (b) The Chargee shall not be bound to exhaust its recourse against the Borrower or others or any securities (including but not limited to any guarantees) it may at any time hold before being entitled to payment from each said Chargor of the moneys hereby secured and such the said Chargor renounces the right to all benefits of discussion and division;
 - (c) This Charge and the liabilities and obligations of each said Chargor hereunder shall not be affected by the death or loss or diminution of capacity of the Borrower or others or any said Chargor or by any change in the name of the Borrower or in the membership of the Borrower's firm through the death or retirement of one or more partners or the introduction or removal of one or more other partners or otherwise, or by the acquisition of the Borrower's business by a corporation, or by any change whatsoever in the objects, capital, structure or constitution of the Borrower, or by the Borrower or the Borrower's business being amalgamated with a corporation or corporations, or wound up or its corporate existence terminated but shall notwithstanding the happening of any such event continue to exist and apply to the full extent as if such event had not happened;
 - (d) This Charge shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times of any sum or sums of money for the time being due or remaining unpaid to the Chargee and all dividends, compositions, proceeds of security valued and payments received by the Chargee from the Borrower or from others or from estates shall be regarded for all purposes as payments in gross without any right on the part of any said Chargor to claim in reduction of his liability under this Charge the benefit of any such dividends, compositions, proceeds or payments or any securities held by the Chargee or proceeds thereof, and none of the said Chargors shall have the right to be subrogated in any rights of the Chargee until the Chargee shall have received payment in full of all liabilities;
 - (e) All of the moneys hereby secured or intended to be secured hereby shall be deemed to form part of the liabilities and obligations of each said Chargor notwithstanding any lack or limitation of status or of power, incapacity or disability of the Borrower or of the directors, partners or agents thereof, or that the Borrower may not be a legal or suable entity, or any irregularity or defect of formality in the borrowing or obtaining of such moneys, advances, renewals or credits, or in the taking or registering of this Charge or any other securities, the whole whether known to the Chargee or not; and all the moneys secured hereby or intended to be secured hereby shall be recoverable from each said Chargor as sole or principal debtor in respect thereof and shall be paid to the Chargee on demand with interest and accessories; and
 - (f) Each said Chargor shall be bound by any account settled between the Chargee and the Borrower, and if no such account has been so settled immediately before demand of payment hereunder, any account stated by the Chargee shall be accepted by the said Chargor and each of them as conclusive evidence of the amount which at the date of the account so stated is due by the Borrower to the Chargee or remains unpaid by the Borrower to the Chargee.
 - (g) In the event of any conflict between the Interest Rate as set out on the first page of this Charge/Mortgage of Land and the interest rate as set out in the commitment letter agreement (as amended) made between the Chargor and the Chargee from time to time, the interest rate as set out in such commitment letter agreement shall prevail to the extend of such conflict.

TO: FIRST COMMERCIAL BANK

AND TO: METCALFE, BLAINEY & BURNS LLP

RE: First Charge

Property: Units 55, 102-103 & 392-398, 7250 Keele Street, Vaughan, ON

DIRECTION

You are hereby authorized and directed to pay the funds due on closing as follows:

METCALFE, BLAINEY & BURNS, LLP IN TRUST

And this shall be your good and sufficient authority to do so.

ACKNOWLEDGMENT

We hereby acknowledge receipt of the Acknowledgement & Direction re: electronic registration of Charge and following Standard Charge Terms:

NO. 200803

A photocopy, a telefaxed copy or a scanned/emailed copy of this executed document may be relied upon to the same extent as if it were an original executed version.

Dated as of this 1st day of September, 2016.

ZM Global Inc.



Hong Lou Xu, Director

I have authority to bind the corporation



第一銀行

First Commercial Bank

LAND REGISTRATION REFORM ACT
SET OF STANDARD CHARGE TERMS
COLLATERAL MORTGAGE

FILED BY: FIRST COMMERCIAL BANK

FILING DATE: February 15, 2008

DOCUMENT FILING NUMBER: 200803

The following Set of Standard Charge Terms shall be deemed to be included in every charge in which the set is referred to by its filing number including without limitation, electronic documents submitted for registration under Part III of the *Land Registration Reform Act*, as provided in section 9 of the *Land Registration Reform Act* (Ontario).

1. Defined Terms

- 1.01 **General.** Unless the context otherwise requires, the terms defined in section 8.01 will have those defined meanings herein.

2. Mortgage; Assignment of Rents

- 2.01 **Mortgage.** For valuable consideration (the receipt and sufficiency of which is hereby acknowledged) as security for the Secured Obligations, the Mortgagor grants and charges to the Bank the Mortgaged Property and, subject to section 2.03, releases all claims of the Mortgagor to the Mortgaged Property.
- 2.02 **Assignment of Rents and Lease Benefits.** As further security for the Secured Obligations, the Mortgagor assigns to the Bank the Assigned Rents and the benefit of all rights and agreements contained in or arising in connection with the Leases; provided that the Mortgagor will be permitted to collect and receive the Assigned Rents as and when they become due according to the terms of each of the Leases until there is an Event of Default and the Bank exercises any of its rights and remedies upon an Event of Default, in which case the Bank may give notice to any tenants, sub-tenants, users, occupiers, licensees or guarantors advising of such Event of Default, and the Mortgagor hereby irrevocably directs each such tenant, sub-tenant, user, occupier, licensee and guarantor to pay all Rents due after receipt of such a notice to the Bank, or as the Bank may direct, upon being furnished with such a notice and a copy of this Mortgage, without any further direction or authority being required by such tenant, sub-tenant, user, occupier, licensee or guarantor.
- 2.03 **Discharge.** Following full payment, observance, performance and satisfaction of the Secured Obligations (or the provision of alternate security for the Secured Obligations to the satisfaction of the Bank in its absolute discretion), the Mortgagor will be entitled to a discharge of this Mortgage if the Mortgagor gives and the Bank receives, prior to any other Secured Obligations arising, a written request for a discharge of this Mortgage. No discharge will be effective unless it is in writing and is executed by the Bank. Following registration of a discharge of this Mortgage with respect to all or some of Mortgaged Property, the Assigned Rents relating to such Mortgaged Property only and the benefit of all rights and agreements contained in or arising in connection with the Leases relating to such Mortgaged Property only will be deemed to have been reassigned to the Mortgagor.

3. Secured Obligations

- 3.01 **General.** This Mortgage secures payment, observance, performance and satisfaction of all present and future debts, liabilities and obligations of the Mortgagor to the Bank (including all future advances and re-advances), whether direct or indirect, absolute or contingent, joint or several, matured or not, extended or renewed, wherever and however incurred, of whatsoever nature or kind, whether or not provided for herein, and whether owed as principal, guarantor, indemnitor or otherwise, up to the aggregate of the following:
- (a) The Principal Amount;
 - (b) any unpaid interest on such debts, liabilities and obligations from time to time at the applicable rates; and
 - (c) all present and future debts, liabilities and obligations of the Mortgagor hereunder;
- (all of the foregoing, subject to the limitation set out above, will collectively be referred to as the "Secured Obligations").
- 3.02 **Continuing Security.** This Mortgage is general and continuing security for the Secured Obligations and any ultimate unpaid balance thereof, including a current or running account, and the Secured Obligations may be reduced to zero from time to time without affecting the continuing nature of this Mortgage as security for Secured Obligations thereafter incurred. No payment, observance, performance or satisfaction of the Secured Obligations, nor any ceasing by the Mortgagor to be indebted or liable to the Bank, will be deemed to be a redemption or discharge of this Mortgage.

4. Representations and Covenants

- 4.01 **General.** The Mortgagor represents and warrants to the Bank that each statement made in this Mortgage is true, complete and accurate. No investigation by the Bank will diminish its right to rely on such statements, all of which will survive until the Bank has discharged this Mortgage. The Mortgagor will strictly observe and perform each of its agreements set out herein except to the extent the Bank may from time to time in its absolute discretion, by prior written notice, consent or agree otherwise or waive such compliance.
- 4.02 **Authority to Charge.** The Mortgagor has good right, full power and lawful authority to enter into this Mortgage, to create the Charges provided for herein and to convey all of the Mortgaged Property to the Bank, and all necessary resolutions have been passed and all other necessary steps have been taken to authorize the execution and delivery of this Mortgage and to make the Charges provided for herein effective.
- 4.03 **Promise to Pay.** The Mortgagor will pay, observe, perform and satisfy all of the Secured Obligations as and when the same are required to be paid, observed, performed and satisfied.
- 4.04 **Title and Adverse Claims.** The Mortgagor legally and beneficially owns and possesses and has good title in fee simple to all of the Mortgaged Property. The Mortgagor will defend the Mortgaged Property for the benefit of the Bank against the claims and demands of all Persons. The Mortgagor will immediately notify the Bank of any claim, litigation or contemplated expropriation affecting the Mortgagor or any Mortgaged Property.
- 4.05 **Compliance with By-Laws.** The Mortgaged Property complies with all applicable building and zoning by-laws and with all restrictions registered against the Mortgaged Property in the land title office.
- 4.06 **Charges.** All of the Mortgaged Property is free and clear of all Charges other than Permitted Charges. The Mortgagor will not create, assume or permit the existence of any Charge affecting any Mortgaged Property except the Mortgagor may create and permit (but the Bank does not grant priority to) Permitted Charges. Without limiting the above prohibition the Mortgagor will, upon written request by the Bank, immediately pay all obligations, whether or not due, under all Charges prohibited hereby and will cause the same to be discharged immediately. With respect to Permitted Charges, the Mortgagor will pay all moneys payable thereunder when due and will promptly observe and perform all of its other obligations thereunder.
- 4.07 **Dispositions.** The Mortgagor will not sell, lease, assign, release, surrender or otherwise dispose of or part with possession of any Mortgaged Property or agree to do so, and will not further encumber, charge or mortgage the Mortgaged Property without the prior written consent of the Bank which may be unreasonably withheld.
- 4.08 **Assigned Rents and Leases.** With respect to the Assigned Rents and the Leases:

- (a) the Mortgagor has not done or omitted to do, any act having the effect of terminating, cancelling or accepting surrender of any of the Leases or of waiving, releasing, reducing or abating any rights or remedies of the Mortgagor or any obligations of any other party thereunder or in connection therewith, and none of such rights, remedies or obligations are or will be affected by any other agreement, document or understanding or by any reduction, abatement, defence, set-off or counterclaim;
 - (b) none of the Leases or the Mortgagor's rights thereunder, including the right to receive the Assigned Rents, has been or will be amended, assigned, encumbered, discounted or anticipated;
 - (c) none of the Assigned Rents has been or will be paid more than one month prior to the due date for payment thereof, and any Rents paid more than one month prior to the due date for payment thereof (without the Bank's prior written consent) will be received in trust for the Bank and immediately forwarded to the Bank for application towards the Secured Obligations;
 - (d) there is no existing default in payment of any of the Assigned Rents, and the Mortgagor will give the Bank prompt written notice of any such default;
 - (e) there is no outstanding dispute under any of the Leases, and the Mortgagor will give the Bank prompt written notice of any such dispute;
 - (f) the Mortgagor will observe and perform all of its obligations under each of the Leases; and
 - (g) the Mortgagor has delivered to the Bank a true copy of each of the Leases in existence on the date hereof.
- 4.09 **Taxes.** The Mortgagor will pay when due all Taxes, provided that the Mortgagor may refrain from paying such Taxes if and for so long as the Mortgagor diligently and in good faith contests the same and gives to the Bank such security as the Bank may in its absolute discretion require.
- 4.10 **Insurance.** With respect to insurance:
- (a) the Mortgagor will keep all of the Mortgaged Property that is of an insurable nature insured for full replacement value against loss or damage by fire (with extended perils coverage), other risks as are customarily insured against for similar property, and such other risks as the Bank may require (including "builder's all risk" construction, loss of rental income, and business interruption insurance), and if a steam boiler, pressure vessel, oil or gas burner, coal blower, stoker, or air conditioning or sprinkler system is at any time operated on the Mortgaged Property then also against loss or damage by explosion of or otherwise caused by any such apparatus or system;
 - (b) all such insurance will be with insurers acceptable to the Bank, will provide that the coverage provided can not be cancelled or amended except on 30 days' written notice to the Bank, and will contain a standard mortgage clause in favour of the Bank as its interest may appear in a form approved by the Insurance Bureau of Canada;
 - (c) the Mortgagor assigns to the Bank the proceeds of all insurance required hereby and upon request will do everything necessary to enable the Bank to obtain the insurance proceeds, and if any such proceeds are or become payable the Bank may apply the same on account of the Secured Obligations, whether or not then due, and the Mortgagor waives any statutory right to request or require the insurance proceeds to be applied in any particular manner;
 - (d) the Mortgagor will maintain public liability insurance in amounts and with insurers acceptable to the Bank and, if the Bank requests, with the Bank as an additional insured;
 - (e) the Mortgagor will pay when due all premiums in connection with all insurance required hereby, and will provide to the Bank insurance certificates evidencing all such insurance and certified copies of the applicable policies, and will provide the Bank with evidence of renewal or replacement insurance at least 10 days before any policy expires or is terminated; and
 - (f) if any insurance obtained is unacceptable to the Bank, the Bank may require the Mortgagor to obtain new insurance approved by the Bank.
- 4.11 **Maintenance, Damage and Use.** The Mortgagor will keep all of the Mortgaged Property in good condition and repair, and will make all repairs reasonably requested by the Bank. The Mortgagor will not demolish or remove any Mortgaged Property or commit or permit any act of waste with respect thereto or do or permit anything which has the effect of reducing the value thereof (in the Bank's sole opinion). The Mortgagor will give the Bank immediate written notice of any destruction of or damage to any

Mortgaged Property. The Mortgagor will not permit a change in use of any Mortgaged Property or permit any Mortgaged Property to remain unoccupied or unused for 30 days or to be abandoned. The Mortgagor will not permit any Mortgaged Property to be used in violation of any present or future insurance policy. The Mortgagor will comply with all present and future laws, by-laws, rules, regulations, ordinances, orders and directions of any governmental, municipal or civic authority or agency with respect to the Mortgaged Property.

- 4.12 **Construction and Renovations.** The Mortgagor will not permit any construction or renovation with respect to any Mortgaged Property except in accordance with plans and specifications approved in advance by the Bank in writing, all applicable governmental requirements and generally accepted standards of construction in the locality of the Mortgaged Property. The Mortgagor will cause all such construction and renovations to be completed as quickly as possible (and without limitation will not permit 10 days to pass without work towards the completion thereof). The Mortgagor will establish, maintain, fund and operate a holdback account or accounts in the manner required under the *Construction Lien Act*, and will from time to time on request provide satisfactory evidence thereof to the Bank.
- 4.13 **Environmental Laws.** All of the Mortgaged Property and the operations thereon are and will be kept in compliance with all Environmental Laws. No contaminated site designation, remediation order or other enforcement action in respect of any Environmental Laws is pending or contemplated, nor has in the past been made or taken, in respect of any Mortgaged Property or any operations thereon. No Hazardous Materials have at any time been transported to or from any Mortgaged Property, or used, generated, manufactured or disposed of on, under or about any Mortgaged Property, or leaked, spilled, discharged, emitted or released therefrom or from any nearby property; and the Mortgagor will not permit any such activity with respect to the Mortgaged Property except in compliance with all Environmental Laws. Upon request from time to time the Mortgagor will promptly submit to the Bank a comprehensive report regarding the foregoing matters prepared by a consultant approved by the Bank. The Mortgagor has provided the Bank with copies of all communications from or to all levels of government and other authorized agencies relating to any Environmental Laws and all communications from or to any Person relating to any Environmental Claim in connection with any Mortgaged Property or any operations thereon, and upon receipt or sending of any such communications in the future will immediately provide copies of the same to the Bank.
- 4.14 **Environmental Indemnity.** The Mortgagor will protect, indemnify and hold harmless the Bank, and any Receiver, and all direct and indirect successors and assigns of the Bank or the Bank's interest in any Mortgaged Property, and all directors, officers, employees and agents thereof, from and against all actual, potential or future claims, liabilities, losses, fines, penalties, judgments, awards and expenses (including legal costs, investigation costs, the costs of removal, treatment, storage and disposal of any Hazardous Materials, and other costs of remediation) which relate in any way, directly or indirectly, to the storage, manufacture, disposal, treatment, generation, use, transport, remediation or release of any Hazardous Materials in, on, under or about the Mortgaged Property or any operations thereon, or the escape, seepage, leakage, spillage, discharge, emission or release of any Hazardous Materials therefrom or from any nearby property into, on or under any land, the atmosphere or any watercourse, body of water, or wetland. The Mortgagor will pay to the indemnified parties on demand all amounts payable under this section as determined by the indemnified parties from time to time. The Mortgagor's liability to the indemnified parties will arise upon the earlier of the discovery of any Hazardous Materials, and the institution of any Environmental Claims, and will not be dependent upon the realization of any loss or damage or the determination of any liability. This indemnity and the Mortgagor's liability hereunder will survive after this Mortgage and the Charges created hereby have been discharged, but only insofar as such liability is in connection with Hazardous Materials that were in, on, under or about the Mortgaged Property, or that escaped, seeped or leaked or were discharged, emitted or released therefrom or from a nearby property, or that were used in connection with operations on the Mortgaged Property, prior to this Mortgage being discharged.
- 4.15 **Condominiums.** If the Mortgaged Property or any part thereof are or becomes one or more Units in a condominium, the following provisions apply:
- (a) The Mortgagor shall at all times and from time to time observe and perform all duties and obligations imposed on the Mortgagor by the *Condominium Act* and by the Declaration, and any bylaws, rules and regulations, as amended from time to time, of the Condominium Corporation. Any breach of such duties and obligations shall constitute default under this Mortgage, entitling

the Bank to demand repayment of all monies secured by this Mortgage with accrued interest thereon;

- (b) Without limiting the generality of the foregoing, the Mortgagor shall pay when due any contribution to common expenses required of the Mortgagor as an owner of the Mortgaged Property and assessments and any other amounts levied by the Condominium Corporation in respect of the Mortgaged Property. In the event of the Mortgagor failing to do so, the Bank, at its option, may make any and all such payments on behalf of the Mortgagor, and any monies so paid shall be payable immediately, shall be added to the monies secured by this Mortgage, bear interest at the Interest Rate and form a charge on the Mortgaged Property;
- (c) The Mortgagor hereby irrevocably assigns to the Bank all of the Mortgagor's rights under the *Condominium Act*, the Declaration and any bylaws, rules and regulations, as amended from time to time, of the Condominium Corporation;
- (d) The Mortgagor irrevocably authorizes and empowers the Bank to exercise the right of the Mortgagor as an owner of the Mortgaged Property to vote or to consent in all matters relating to the affairs of the Condominium Corporation provided that:
 - (i) The Bank may at any time or from time to time give notice in writing to the Mortgagor and the Condominium Corporation that the Bank does not intend to exercise the right to vote or consent and in that event until the Bank revokes the notice, the Mortgagor may exercise the right to vote or consent. Any such notice may be for an indeterminate period of time or for a limited period of time or for a specific meeting or matter;
 - (ii) The Bank shall not by virtue of the assignment to the Bank of the right to vote or consent, be under any obligation to vote or consent, or to protect the interests of the Mortgagor.
- (e) At the Bank's request, the Mortgagor shall deliver to the Bank such proxies or other instruments as may be considered requisite by the Bank to confer such power of voting upon the Bank;
- (f) The Mortgagor hereby irrevocably authorizes the Bank as the authorized agent of the Mortgagor at any time, and from time to time, to apply to the Condominium Corporation for copies of bylaws, financial statements, notices, minutes, information relating to levies and assessments and any other information or certificates available under the *Condominium Act* related to the Mortgaged Property;
- (g) The Mortgagor covenants and agrees to advise the Condominium Corporation to send all notices which would be sent to the Mortgagor by the Condominium Corporation to the Bank and to notify the Bank of any breaches by the Condominium Corporation that come to the attention of the Mortgagor in order that the Bank is kept fully informed;
- (h) No action taken by the Bank under this section 4.15 will make the Bank a mortgagee in possession.

4.16 Information and Inspection. The Mortgagor will from time to time immediately deliver to the Bank all information requested by the Bank relating to the Mortgaged Property and the Assigned Rents and Leases and the Mortgagor's financial or business affairs. All such information will be prepared by a qualified accountant in accordance with generally accepted accounting principles applied consistently from year to year, and if requested by the Bank will be audited at the expense of the Mortgagor. The Bank may inspect the Mortgaged Property and all books and records relating thereto wherever located, and for that purpose the Bank will have access without charge to the Mortgagor's places of business, and to all other places where any such books or records may be kept, and to all mechanical or electronic equipment and processes where any such books or records may be kept or from which any of the same may be retrieved, and the Mortgagor will render all necessary assistance. The Mortgagor authorizes any Person holding any such books or records to make the same available in a readable form to the Bank upon request by the Bank.

4.17 Amalgamations. The Mortgagor will not permit any corporation to wind-up into or amalgamate or enter into a similar arrangement with the Mortgagor.

4.18 Further Assurances. Upon the Bank's request from time to time the Mortgagor will execute and deliver such further documents (including specific assignments of the Assigned Rents and the Leases) and do such other acts as the Bank requires in order to give effect to the intent of this Mortgage or to confirm, create, register or maintain registration of the Charges provided for herein.

- 4.19 **Charges and Expenses.** The Mortgagor will pay on demand, whether or not any advance is made, all charges and expenses, including legal costs on a solicitor and his own client basis, which may be incurred or charged by or on behalf of the Bank or any Receiver in connection with:
- (a) inspecting, appraising and investigating title to the Mortgaged Property;
 - (b) preparing, negotiating, interpreting, amending, registering, renewing or discharging this Mortgage or any related registration;
 - (c) establishing or confirming the priority of this Mortgage;
 - (d) exercising and enforcing rights, remedies and powers under this Mortgage or otherwise in relation to any of the Secured Obligations (including correcting any non-compliance by the Mortgagor, and inspecting, preserving, maintaining, repairing, completing, repossessing, preparing for disposition, disposing of, borrowing on the security of, and otherwise realizing on the Mortgaged Property, and collecting the Assigned Rents and other income, and managing the Mortgaged Property and any businesses conducted thereon, and taking proceedings in relation to this Mortgage or by reason of non-payment of or to procure payment of any of the Secured Obligations); and
 - (e) if the Mortgagor is entitled to redeem this Mortgage but instead requires the Bank to assign this Mortgage to a specified third party, assigning and conveying this Mortgage to that third party.

The Mortgagor will on demand pay interest on all such amounts at the highest rate then applicable to any of the Secured Obligations.

4.20 **Liens and Construction.**

- (a) The Mortgagor shall not permit any lien to be registered against the Mortgaged Property or any part thereof under the *Construction Lien Act*, or under any other statute or law. In the event that a lien is registered against the Mortgaged Property or any part thereof, the Bank may, but shall not be obliged to, pay into court such amounts as may be required to remove such lien from title to the Mortgaged Property. Any monies so paid by the Bank, together with all costs, charges, and expenses incurred by the Bank in connection therewith, (including, without limitation, legal fees and disbursements on a full indemnification basis and in no event less than on a solicitor and client basis), shall be payable immediately by the Mortgagor, be added to the monies secured by this Mortgage, bear interest at the Interest Rate and form a charge on the Mortgaged Property;
- (b) If this Mortgage relates to construction on the Mortgaged Property, the Mortgagor shall establish, maintain and operate at all relevant times a holdback account or accounts in the manner required by the *Construction Lien Act* and provide to the Bank any information relating to such holdback accounts as the Bank may from time to time request. The Mortgagor shall use any funds in the holdback account only as permitted by the *Construction Lien Act* and shall not disburse funds from the holdback accounts until the expiry of all applicable lien filing periods. The Bank may require any part of the Principal Amount to be deposited in any such holdback accounts at such times and in such amounts as the Bank in its sole discretion may determine;
- (c) In no case are unadvanced portions of the Principal Amount to be considered by the Mortgagor or any other person to be a holdback under the *Construction Lien Act*. For greater certainty, the Bank will not maintain any holdback accounts;
- (d) The Mortgagor and Covenantor irrevocably consent to the disclosure of information pursuant to the *Construction Lien Act* by the Bank to any person that purports to be entitled to request information under the *Construction Lien Act*.

5. **Redemption Provisions**

- (a) The provisions relating to defeasance contained in subsection 6(2) of the *Land Registration Reform Act* shall be and are hereby expressly excluded from the terms of this Mortgage;
- (b) This Mortgage, except for sections 4.13 and 4.14 shall, on request from the Mortgagor to the Bank, in writing, be void on payment to the Bank of the Secured Obligations together with any interest thereon accrued under this Mortgage and all other amounts payable by the Mortgagor under this Mortgage and paying any taxes, rates, levies, charges or assessments upon the Mortgaged Property and on the observance and performance of all covenants, provisos and conditions required to be observed or performed by the Mortgagor in respect of the Secured Obligations, whether contained in this Mortgage or otherwise;

- (c) This Mortgage shall not be deemed to have been redeemed by reason only that:
 - (i) advances made under it are repaid; or
 - (ii) the account of the Mortgagor with the Bank ceases to be in debit. The Bank may make advances and re-advances to the Mortgagor of all or any part of the Secured Obligation in one or more sums at any future dates;
- (d) Notwithstanding anything contained in this mortgage, the Bank may, at its option, and without notice to the Mortgagor, or at the Mortgagor's request, provide a discharge of this Mortgage at any time when there are no Secured Obligations owed to the Bank from the Mortgagor.

6. Deemed Covenants Excluded

- (a) The covenants deemed to be included in a charge by subsection 7(1) of the *Land Registration Reform Act* shall be and are hereby excluded from the terms of this Mortgage.

7. Prohibition Against Rental

- (a) When used in this Mortgage, "Tenant" shall have the meaning set out in Section 1 of the *Tenant Protection Act*, 1997, S.O. 1997, c. 24, as amended:
- (b) The Borrower represents, warrants, covenants and agrees that no part of the Mortgaged Property is rented or occupied by a Tenant 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 Mortgaged Property (any of the above being referred to as "Renting") without first obtaining the consent in writing of the Bank which consent may be refused at the sole discretion of the Bank; further the Mortgagor covenants and agrees not to enter into any negotiations with respect to Renting without the prior consent in writing of the Bank, which consent may be refused, restricted or made conditional at the sole discretion of the Bank; if a restricted or conditional consent to Renting or negotiations relating to Renting is given, the Mortgagor covenants and agrees to abide by such restrictions or conditions;
- (c) The Mortgagor represents, warrants, covenants and agrees not to permit the Mortgaged Property or any part thereof to be used in a rental pool, time-share or short term rental program without first obtaining the consent in writing of the Bank which consent may be refused at the sole discretion of the Bank;
- (d) The Renting of the whole or any part of the Mortgaged Property without the prior written consent of the Bank shall be deemed to have been done with the object of discouraging the Bank from taking possession of the Mortgaged Property on default or adversely affecting the value of the Bank's interest in the Mortgaged Property within the meaning of Section 52(1) of the *Mortgages Act*;
- (e) In the event that any of the covenants contained in this section shall be breached then, at the option of the Bank, all monies hereby secured with accrued interest thereon shall forthwith become due and payable;
- (f) If the whole or any part of the Mortgaged Property is rented to a Tenant with or without the written consent of the Bank, at such time as the Bank is entitled to enforce its right under this Mortgage by reasons of default of the Mortgagor, the Bank may, at its discretion, pay to any Tenant a sum of money, in such amount as it considers advisable, as consideration for obtaining the co-operation of such Tenant in selling the Mortgaged Property, showing the Mortgaged 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 Mortgaged Property and shall bear interest at the Interest Rate and shall, with such interest, be a charge on the Mortgaged Property prior to all claims thereon registered or arising subsequent to the Mortgage and shall be payable forthwith by the Mortgagor to the Bank; the Mortgagor hereby irrevocably appoints the Bank to be its true and lawful attorney and agent to enforce all the terms of any tenancy agreement entered into by the Mortgagor with respect to all or any part of the Mortgaged 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 Mortgagor which it, as Bank, may consider desirable.

8. Family Law Act. The Mortgagor covenants and agrees that:

- (a) The Mortgagor or the owner from time to time of the Mortgaged Property will advise and keep advised the Bank as to whether the Mortgagor or the owner from time to time is a spouse as defined in the *Family Law Act*, R.S.O. 1990, c. F.3, as amended (the "*Family Law Act*"), and if so, the name of the Mortgagor's spouse, and of any change in the Mortgagor's spousal status or in the status of the Mortgaged Property as a matrimonial home within the meaning of the *Family Law Act*, and
- (b) Forthwith on request the Mortgagor will furnish the Bank with such evidence in connection with any of the matters referred to in clause (a) above as the Bank may from time to time require, including, without limitation, the Mortgagor's and the Mortgagor's spouse's name, address and birth date and the Mortgagor's and the Mortgagor's spouses' authorization to the Registrar under the *Vital Statistics Act*, R.S.O. 1990, c. V.4, as amended, to provide the Bank from time to time on request all information in its possession relative to any marriage, divorce or death of the Mortgagor or the Mortgagor's spouse, and on default in providing such evidence and authorization all monies secured by this Mortgage with accrued interest thereon shall, at the option of the Bank, immediately become due and payable.

9. Events of Default

9.01 General. The occurrence of any of the following events will constitute an Event of Default:

- (a) the Mortgagor or any Other Obligor fails to observe or perform any covenant, agreement, condition or obligation in favour of the Bank, whether or not herein contained, including a failure to pay any of the Secured Obligations when due;
- (b) any representation, warranty or statement made by or on behalf of the Mortgagor or any Other Obligor or any officer or director thereof to the Bank, whether or not herein contained, proves to have been materially incorrect as of the date made;
- (c) the Mortgagor or any Other Obligor is in default under any other document in favour of the Bank or any other material creditor or is in default under any other material Charge on any Mortgaged Property and any applicable grace period has expired;
- (d) there is a direct or indirect change in effective control of the Mortgagor;
- (e) the holder of any Charge on or claim against any Mortgaged Property does anything to enforce or realize on such Charge or claim, or any execution, sequestration, or other process becomes enforceable against the Mortgagor or any Other Obligor, or a distress, seizure or similar process is levied upon or exercised against any Mortgaged Property;
- (f) any Mortgaged Property is destroyed or substantially damaged without being insured as required hereby, is expropriated or is designated as a contaminated site;
- (g) the Mortgagor or any Other Obligor ceases or threatens to cease to carry on its business or any material part thereof, or commits or threatens to commit an act of bankruptcy;
- (h) a receiver, receiver manager, trustee or similar official of any Mortgaged Property is appointed;
- (i) the Mortgagor or any Other Obligor becomes insolvent or files a proposal, a notice of intention to file a proposal, or an assignment for the benefit of creditors under applicable bankruptcy or similar legislation, or a petition is filed, an order is made, a resolution is passed, or any other step is taken for the bankruptcy, liquidation, dissolution, winding-up or reorganization of the Mortgagor or any Other Obligor or for any arrangement or composition of its debts; or
- (j) there is a material adverse change in the financial position or prospects of the Mortgagor or any other Obligor, in the sole opinion of the Bank.

9.02 Due on Sale. In the event that:

- (a) The Mortgaged Property or any part thereof or any interest therein is sold, conveyed, transferred, assigned, or otherwise disposed of, or the Mortgagor enters into any agreement to effect any of the foregoing to any Person, without the Bank's prior written approval, or
- (b) An approved purchaser, grantee, transferee or assignee of the title of the Mortgaged Property should fail to:
 - (i) Personally assume all of the obligations of the Mortgagor under this Mortgage;

(ii) Execute an assumption agreement in the form required by the Bank; and
(iii) Comply with all other conditions of approval,
then at the option of the Bank, all monies secured by this Mortgage with accrued interest thereon shall immediately become due and payable.

10. Rights, Remedies and Disclaimers

- 10.01 **Correct Non-Compliance.** If the Mortgagor fails to perform any of its obligations hereunder or fails upon request to give the Bank proof thereof, the Bank may (but will not be obligated to) perform any or all of such obligations or cause them to be performed without prejudice to the other rights and remedies of the Bank.
- 10.02 **Indulgences.** The Bank may grant extensions of time and other indulgences, take and give up security, accept compositions, make settlements, grant releases and discharges, refrain from registering or maintaining registration of Charges, and otherwise deal with the Mortgagor, debtors of the Mortgagor, sureties and other Persons and with the Mortgaged Property and other security, all as the Bank may see fit in its absolute discretion and without prejudice to the liability of the Mortgagor or the rights or remedies of the Bank.
- 10.03 **Allocation of Payments and Proceeds.** All payments made in respect of the Secured Obligations from time to time, and any monies realized from any security held therefor, may be applied to such parts of the Secured Obligations (whether or not then due) as the Bank may see fit or, at the option of the Bank, may be held unappropriated in a collateral account or released to the Mortgagor, and the Bank may from time to time revoke or alter such application or holding, all in the absolute discretion of the Bank and without prejudice to the liability of the Mortgagor or the rights or remedies of the Bank.
- 10.04 **Set-Off.** The Bank may at any time set off any amounts owed to the Mortgagor by the Bank in any capacity against any or all of the Secured Obligations, whether or not then due and whether absolute or contingent.
- 10.05 **Demand and Acceleration.** Regardless of whether an Event of Default has occurred the Bank may at any time demand payment of the Secured Obligations which are payable upon demand. Upon the occurrence of an Event of Default the Bank may declare any or all of the other Secured Obligations to be immediately due and payable.
- 10.06 **Enforcement on Default.** Upon the occurrence of an Event of Default the Charges created hereby will immediately become enforceable. To enforce the Charges created hereby the Bank may in its absolute discretion exercise any one or more of the following rights and remedies with respect to all or such of the Mortgaged Property as the Bank considers appropriate:
- (a) appoint by instrument a Receiver with or without bond as the Bank may determine, and may from time to time remove such Receiver and appoint another in its place;
 - (b) immediately and without notice:
 - (i) enter upon, occupy (and remain in occupation of until the realization is complete), use, preserve, protect, maintain, repair and complete the Mortgaged Property, all with power to exclude the Mortgagor and its agents and employees;
 - (ii) collect the Assigned Rents and other income from the Mortgaged Property, and for such purposes may demand such payments, enforce payment thereof, give receipts therefor, and take proceedings to collect the same;
 - (iii) enforce the observance and performance by others of their obligations and liabilities in respect of the Mortgaged Property; and
 - (iv) exercise any or all of the rights and remedies of the Mortgagor in respect of the Mortgaged Property;
- all in the manner and to the extent the Bank may consider reasonable, and without limitation any completion of any Mortgaged Property may be in accordance with existing plans or otherwise as the Bank may determine in its absolute discretion;
- (c) distrain for arrears of any or all of the Secured Obligations, with or without notice to the Mortgagor;
 - (d) on fifteen (15) days default, the Bank may, after giving at least thirty-five (35) days written notice to the persons and in the manner prescribed by Part III of the *Mortgages Act*, sell or lease

the Mortgaged Property or any part or parts thereof whether by public or private sale or lease or otherwise, in such manner, at such price, and on such terms and conditions (as to deferred payment and otherwise) as the Bank may consider reasonable;

(e) the following provisions shall apply, where applicable, with respect to the sale or lease of the Mortgaged Property by the Bank:

- (i) notice of sale shall be given to such persons and in such manner and form as required by law; provided that in the event that the giving of such notice shall not be required by law or to the extent that such requirements shall not be applicable, notice may be effectually given by leaving it with a grown-up person on the Mortgaged Property, if occupied, or by placing it on some portion of the Mortgaged Property, if unoccupied, or at the option of the Bank, by mailing it by registered mail addressed to the Mortgagor at the Mortgagor's last known address;
- (ii) such notice shall be sufficient although not addressed to any person or persons by name or designation and notwithstanding that any person or persons to be affected thereby may be unknown, unascertained or under disability;
- (iii) sale of the Mortgaged Property or any part or parts thereof may be by public auction or private contract, or partly the one and partly the other, and the Bank may convey and assure the same when so sold to the purchaser or purchasers thereof as the purchaser shall direct and may, do all such assurances, acts, matters and things as may be found necessary, for the purposes aforesaid;
- (iv) the proceeds of sale under this Mortgage may be applied in payment of any costs, charges and expenses incurred in taking, recovering, keeping possession of, leasing or selling the Mortgaged Property or by reason of non-payment or procuring payment of monies, secured hereby or otherwise; and the Bank may sell all or any part of the Mortgaged Property on such terms as to credit and otherwise as shall appear to it most advantageous and for such price as can reasonably be obtained therefore and may make any stipulation as to title or evidence or commencement of title or otherwise which it may deem proper;
- (v) the Bank may buy in or rescind or vary any contract for the sale of the whole or any part of the Mortgaged Property and resell, without being answerable for any loss occasioned thereby;
- (vi) in the case of a sale on credit or part for cash and part for credit, the Bank shall be bound to pay the Mortgagor only such monies as have been actually received from purchasers after the satisfaction of the claims of the Bank and for any of said purposes may make and execute all agreements and assurances as it shall think fit;
- (vii) any purchaser or tenant shall not be bound to enquire into the legality, propriety or regularity of any sale or lease or be affected by notice of any impropriety or irregularity, expressed or otherwise, or that any sale or lease is improper and no want of notice or publication if required hereby shall invalidate any sale or lease under this Mortgage; and that the title of a purchaser or tenant upon a sale or lease made in professed exercise of the above power shall not be liable to be impeached on the ground that no case had arisen to authorize the exercise of such power or that such power had been unauthorized, or improperly or irregularly exercised, or that such notice had not been given in compliance with the *Mortgages Act*, or had been given improperly, and any person suffering damages by an unauthorized, improper, or irregular exercise of the power shall have his remedy, if any, against the person exercising the power in damages only;
- (viii) the Bank may sell fixtures, machinery, crops and standing or fallen trees apart from the Mortgaged Property, and the purchaser as well as the Bank shall have all necessary access for securing, cutting and removal;
- (ix) it is agreed between the parties to this Mortgage that nothing in this section contained shall prejudice or diminish any other rights and remedies and powers of the Bank in this Mortgage contained or existing at law by virtue thereof;
- (x) until such sale or sales are made, the Bank shall stand possessed of the rents and profits of the Mortgaged Property if the Bank takes possession of them on default and after

such sale or sales shall stand possessed of the proceeds from such sales, in trust upon payment of, firstly, all the expenses incident to the sales, leases, conveyances, or attempted sales, leases or conveyances, secondly, all costs, charges, damages and expenses of the Bank relation to Taxes, prior charges, if any, insurance premiums, repairs, utilities and any other monies which the Bank may have paid relating to the Mortgaged Property, thirdly, all interest and costs then due in respect of this Mortgage, fourthly, the Secured Obligations, fifthly, amounts owing to subsequent encumbrancers, if any, and the residue, shall be paid to the Mortgagor or as the Mortgagor may in writing direct; and

- (xi) the Bank shall not be responsible for any loss which may arise by reason of any such leasing or sale as aforesaid unless the same shall happen by reason of its wilful neglect or default;
 - (f) exercise any other rights and remedies hereunder and any other rights and remedies of a mortgagee at law or in equity.
- 10.07 **Receiver.** A Receiver appointed pursuant hereto will be the agent of the Mortgagor and not of the Bank. To the extent permitted by law or to such lesser extent permitted by its appointment the Receiver will have all of the rights, remedies and powers of the Bank hereunder and, in addition, will have power to carry on or concur in carrying on all or any part of the business of the Mortgagor relating to the Mortgaged Property. For these purposes the Receiver may from time to time borrow money and may secure such borrowings and related interest and costs by granting mortgages and certificates on the Mortgaged Property in priority to the Charges created by this Mortgage.
- 10.08 **Proceeds of Disposition.** Subject to applicable law and any Charges ranking in priority to the Charges created hereby, all amounts realized from Mortgaged Property pursuant hereto will be applied as the Bank may see fit within the following constraints:
- (a) firstly, in or toward payment of all charges and expenses (including legal fees and disbursements on a solicitor and his own client basis) incurred or charged by the Bank or Receiver in connection with the exercise by the Bank or Receiver of the rights, remedies and powers granted pursuant hereto or otherwise, including the Receiver's remuneration and all amounts properly payable by the Receiver; and
 - (b) secondly, in or toward payment to the Bank of the Secured Obligations.
- 10.09 **Liability of Bank and Receiver.** Neither the Bank nor any Receiver will be liable or accountable for any failure to exercise or for any delay in exercising any of its rights, remedies or powers (including collection of the Assigned Rents); nor will the Bank or any Receiver be responsible for any debts contracted by it, for damages to Persons or property, or for salaries or non-fulfilment of contracts, during any period when it manages or otherwise deals with the Mortgaged Property; nor will the Bank be responsible for any misconduct, negligence or failure to act on the part of any Receiver; nor will the Bank or any Receiver be liable for the performance of any obligations contained in or arising in connection with any of the Leases; nor will anything contained herein or any act of the Bank or any Receiver render the Bank or any Receiver a mortgagee in possession or render them liable to account as a mortgagee in possession or for any loss on realization; nor will the Bank or any Receiver be accountable for the proceeds of any disposition until the monies therefor are actually received; nor will the Bank or any Receiver be bound to do, observe, perform, or to see to the observance or performance by the Mortgagor of, any obligation of the Mortgagor.
- 10.10 **No Obligation to Advance.** None of the preparation, execution or registration of this Mortgage nor the making of any advance will bind the Bank to advance, continue, extend time for payment of, or accept anything which constitutes or would constitute a Secured Obligation, all of which will remain in the absolute discretion of the Bank.
- 10.11 **Power of Attorney.** The Mortgagor hereby irrevocably appoints the Bank or the Receiver, as the case may be, as the attorney of the Mortgagor, with full power of substitution, to execute and deliver under seal or otherwise in the name of the Mortgagor all documents, and generally to use the name of the Mortgagor and to do all things, as may be necessary or incidental to the exercise of any of the rights, remedies or powers conferred on the Bank or the Receiver, as the case may be, pursuant hereto or otherwise.

- 10.12 **Waiver.** The Bank may from time to time waive in whole or in part any right, remedy, breach or default under any provision of this Mortgage, but any such waiver on any particular occasion will not be deemed to be a waiver of any such right, remedy, breach or default thereafter or of any other right, remedy, breach or default. No waiver will be effective unless in writing and executed by the Bank and, without limitation, no failure to exercise or delay in exercising any right or remedy of the Bank will operate as a waiver of such right or remedy.
- 10.13 **Additional Security.** The Charges created hereby are in addition to and not in substitution for any other Charges now or hereafter held by the Bank.
- 10.14 **Rights Cumulative.** No right, remedy or power of the Bank or any Receiver is intended to be exclusive, and each will be in addition to every other right, remedy and power now or hereafter existing whether or not contained herein.
- 10.15 **Order of Realization.** The Bank and any Receiver may realize upon the Charges created hereby and any other present or future Charges in such order as it may consider appropriate, and any such realization will not prevent realization on any other Charges.
- 10.16 **Non-Merger.** The taking of a judgment or judgments on any covenants contained in this Mortgage shall not operate as a merger of such covenants or affect the right of the Bank to interest at the Interest Rate; and any such judgment shall provide the interest thereon, shall be computed at the Interest Rate and in the same manner as provided in this Mortgage until such judgment has been fully paid and satisfied.
- 10.17 **Obligation Survive Sale.** No sale or other dealing by the Mortgagor with the Mortgaged Property or any part thereof, shall in any way change the liability of the Mortgagor, the Covenantor or any other person liable for the payment of the monies secured by this Mortgage or in any way alter the rights of the Bank as against the Mortgagor, the Covenantor, or any other person liable for the payment of the monies secured by this Mortgage.
- 10.18 **Ontario New Home Warranties Plan Act.** If the Bank incurs any cost or expense of any nature or kind in any way arising from or relating to the *Ontario New Home Warranties Plan Act*, R.S.O. 1990, c.0.31, as amended (the "ONHWPA"), including without limitation, any cost or expense relating to registration as a vendor under the ONHWPA or enrolling the Mortgaged Property or entering into any agreement or agreements relating to performance of warranty obligations or performing any warranty obligations, all such cost and expense shall be payable immediately by the Mortgagor, be added to the monies secured by this Mortgage, bear interest at the Interest Rate and form a charge on the Mortgaged Property.

11. Other Agreements

- 11.01 **Subdivision.** Every part into which the Mortgaged Property is now or may hereafter be divided will stand charged with the whole of the Secured Obligations, and no Person will have any right to require the Secured Obligations to be apportioned.
- 11.02 **Amalgamation.** Without limiting the prohibition contained herein against the Mortgagor amalgamating without the Bank's consent, if the Mortgagor amalgamates with any other corporations the "Secured Obligations" will include all Secured Obligations of the amalgamated corporation.
- 11.03 **Secured Obligations Absolute.** The obligation of the Mortgagor to pay, observe, perform and satisfy the Secured Obligations is absolute and unconditional and will not be affected by any circumstance, including any set-off, claim, counterclaim, defence or other right which the Mortgagor now or hereafter has against the Bank or anyone else for any reason whatsoever.
- 11.04 **Amendment.** This Mortgage may only be amended by a document executed by the party against whom enforcement of the amendment is sought.
- 11.05 **Communication.** No notice, consent or other communication in connection herewith (including legal process) will be effective unless it is in writing and is executed by the party giving the same or the party's authorized agent. Any such communication may be validly given by delivery, mail or fax to the address for the intended party set out in the Mortgage or a corresponding fax number, or such other address or fax number as the intended party may have given notice of. Any such communication given by mail will be deemed to have been given on the earlier of the date of actual receipt or, except when postal services are not functioning, the expiry of five days after the date of mailing.
- 11.06 **Assignment.** The Mortgagor will not assign this Mortgage or any of its rights or benefits hereunder.

- 11.07 **Spouse's Consent.** The spouse of the Mortgagor named in the Mortgage consents to the transaction evidenced by this Mortgage and releases all interest in the Mortgaged Property to the extent necessary to give effect to the rights of the Bank under this Mortgage, and agrees that the Bank may, without further notice, deal with the Mortgaged Property and the mortgage created by this Mortgage as the Bank may see fit.
- 11.08 **Renewal, Conversion and Modification.**
- (a) Notwithstanding the terms and conditions contained in this Mortgage, this Mortgage may be subject to collateral agreements between the Bank and the Mortgagor with respect to the frequency of payments both before and after default and the fluctuation of the Interest Rate. In addition, the Mortgage may be amended, renewed or extended as the Bank and the Mortgagor may agree from time to time. Such amendments, renewals or extensions may result in an increase in the Interest Rate beyond the rate per annum set out in this Mortgage. Such amendments, renewals or extensions may, but need not be, registered against the Mortgaged Property and whether or not so registered, this Mortgage, as so modified, shall rank in priority to any and all interests registered against the Mortgaged Property subsequent to the registration of this Mortgage as if and to the extent that such modification has been executed and registered, and all monies thereunder advanced, before the execution and registration of any subsequent interests. For the purpose of Section 72(1) of the *Land Titles Act*, R.S.O. 1990, c.L.5, this section herein shall be notice of the Mortgage and the contents hereof to every person dealing with the title to the Mortgaged Property;
 - (b) If a renewal agreement in respect of this Mortgage is sent by the Bank to the Mortgagor but the Mortgagor does not sign and return it to the Bank as required, this Mortgage, at the Bank's option, will renew on the terms provided in such renewal agreement. Any changes to the interest rate, amortization period, term, payment instalments, payment dates or any other terms shall not reduce or lessen the rights of the Bank against the Mortgagor, Covenantor or any other persons liable for the payment of the Secured Obligations notwithstanding that such person may not have signed or be a party to such agreement. The Mortgagor, Covenantor or any other persons liable for the payment of the Indebtedness agree to be bound by any such agreement, whether oral or in writing, to amend, renew or extend the Charge;
 - (c) Nothing contained in this section herein shall confer any right or extension upon the Mortgagor.
- 11.09 **Short Form of Mortgages Act.** If any of the forms of words contained herein are also contained in Column One of Schedule "B" of the *Short Form of Mortgages Act* (Ontario) and distinguished by a number therein, this Mortgage shall be deemed to include and shall have the same effect as if it contained the form of words in Column Two of Schedule "B" of the said Act distinguished by the same number, and this Mortgage shall be interpreted as if such Act was still in full force and effect.
- 11.10 **Interest Rate based on Prime Rate.**
- (a) If the Interest Rate is based on the Prime Rate, the rate of interest chargeable on the Secured Obligations under this Mortgage is a rate equal to the Prime Rate per annum as the same will vary from time to time, plus the number of percentage points per annum, if any, indicated in this Mortgage payable on demand and calculated and compounded monthly, not in advance, both before and after default, maturity and judgment until payment in full.
 - (b) The Interest Rate will vary automatically, without notice to the Mortgagor, each time there is a change in the Prime Rate. The interest rate will always be the Prime Rate as adjusted by the number of percentage points per annum, if any, indicated in this mortgage, payable monthly and calculated monthly, not in advance, as well after as before maturity of this mortgage and both before and after default and judgment until payment in full;
 - (c) In the event that it may be necessary at any time for the Bank to prove the Prime Rate applicable as at any time or times, the certificate in writing of an authorized employee of the Bank setting forth the Prime Rate as at any time or times shall be deemed to be a *prima facie* evidence as to the Prime Rate at such time;
 - (d) The Interest Rate calculated monthly, not in advance, is equivalent to the rate of interest calculated half-yearly, not in advance shown in the equivalent rate table found in Section 12 of this set of Standard Charge Terms. The Mortgagor may determine the equivalent rate by locating the interest rate in the column entitled "Interest Rate Calculated Monthly, Not In Advance" and

comparing that rate of interest to the rate of interest indicated in the column immediately adjacent to the right of such rate of interest entitled “Equivalent Interest Rate Calculated Half-Yearly, Not In Advance”;

- (e) If the Interest Rate would, except for this Section, exceed the maximum rate permitted under the laws of Ontario or the laws of Canada, having effect in Ontario, then the Interest Rate shall be such maximum rate;

12. Half Yearly Equivalent Interest Rate. The table immediately below sets out the Interest Rates calculated half-yearly, not in advance, which are equivalent to Interest Rates calculated monthly, not in advance. The purpose of this equivalent rate table is for disclosure under the *Interest Act* (Canada) and does not effect the calculation of interest under this Mortgage. The Mortgagor may determine the equivalent rate by locating the Interest Rate in the column entitled “Interest Rate Calculated Monthly Not in Advance (%)” and comparing that rate of interest to the rate of interest indicated in the column immediately to the right of such rate of interest entitled “Equivalent Interest Rate Calculated Half-Yearly Not in Advance (%)”.

EQUIVALENT RATE TABLE

Interest Rate Calculated Monthly Not In Advance (%)	Equivalent Interest Rate Calculated Half-Yearly Not In Advance (%)	Interest Rate Calculated Monthly Not In Advance (%)	Equivalent Interest Rate Calculated Half-Yearly Not In Advance (%)	Interest Rate Calculated Monthly Not In Advance (%)	Equivalent Interest Rate Calculated Half-Yearly Not In Advance (%)
2.000	2.00835	10.000	10.21066	18.000	18.68865
2.125	2.13443	10.125	10.34099	18.125	18.82335
2.250	2.26057	10.250	10.47139	18.250	18.95811
2.375	2.38678	10.375	10.60185	18.375	19.09295
2.500	2.51306	10.500	10.73238	18.500	19.22785
2.625	2.63940	10.625	10.86298	18.625	19.36282
2.750	2.76580	10.750	10.99365	18.750	19.49766
2.875	2.89228	10.875	11.12438	18.825	19.63297
3.000	3.01881	11.000	11.25519	19.000	19.76815
3.125	3.14542	11.125	11.38605	19.125	19.90340
3.250	3.27208	11.250	11.51699	19.250	20.03872
3.375	3.39882	11.375	11.64800	19.375	20.17411
3.500	3.52562	11.500	11.77909	19.500	20.30956
3.625	3.65249	11.625	11.91021	19.625	20.44509
3.750	3.77942	11.750	12.04141	19.750	20.58068
Interest Rate Calculated Monthly Not In Advance (%)	Equivalent Interest Rate Calculated Half-Yearly Not In Advance (%)	Interest Rate Calculated Monthly Not In Advance (%)	Equivalent Interest Rate Calculated Half-Yearly Not In Advance (%)	Interest Rate Calculated Monthly Not In Advance (%)	Equivalent Interest Rate Calculated Half-Yearly Not In Advance (%)
3.875	3.90642	11.875	12.17269	19.875	20.71635
4.000	4.03348	12.000	12.30403	20.000	20.85208
4.125	4.16061	12.125	12.43544	20.125	20.98789
4.250	4.28781	12.250	12.56692	20.250	21.12376
4.375	4.41507	12.375	12.69846	20.375	21.25971
4.500	4.54240	12.500	12.83008	20.500	21.39572

4.625	4.66979	12.625	12.96176	20.625	21.53180
4.750	4.79725	12.750	13.09351	20.750	21.66796
4.875	4.92478	12.875	13.22533	20.875	21.80418
5.000	5.05237	13.000	13.35721	21.000	21.94047
5.125	5.18003	13.125	13.48916	21.125	22.07683
5.250	5.30776	13.250	13.62118	21.250	22.21326
5.375	5.43555	13.375	13.75327	21.375	22.34977
5.500	5.56341	13.500	13.88543	21.500	22.48634
5.625	5.69133	13.625	14.01766	21.625	22.62298
5.750	5.81932	13.750	14.14995	21.750	22.75969
5.875	5.94738	13.875	14.28231	21.875	22.89647
6.000	6.07550	14.000	14.41474	22.000	23.03332
6.125	6.20369	14.125	14.54724	22.125	23.17024
6.250	6.33195	14.250	14.67981	22.250	23.30724
6.375	6.46027	14.375	14.81244	22.375	23.44430
6.500	6.58866	14.500	14.94514	22.500	23.58143
6.625	6.71711	14.625	15.07791	22.625	23.71863
6.750	6.84564	14.750	15.21075	22.750	23.85590
6.875	6.97423	14.875	15.34366	22.875	23.99324
7.000	7.10288	15.000	15.47664	23.000	24.13066
7.125	7.23160	15.125	15.60968	23.125	24.26814
7.250	7.36039	15.250	15.74279	23.250	24.40569
7.375	7.48925	15.375	15.87597	23.375	24.54331
7.500	7.61817	15.500	16.00922	23.500	24.68101
7.625	7.74716	15.625	16.14254	23.625	24.81877
7.750	7.87621	15.750	16.27593	23.750	24.95660
7.875	8.00534	15.875	16.40939	23.875	25.09451
8.000	8.13452	16.000	16.54291	24.000	25.23248
8.125	8.26378	16.125	16.67650	24.125	25.37053
8.250	8.39310	16.250	16.81016	24.250	25.50865
8.375	8.52249	16.375	16.94389	24.375	25.64683
8.500	8.65195	16.500	17.07769	24.500	25.78509
8.625	8.78147	16.625	17.21156	24.625	25.92342
8.750	8.91106	16.750	17.34550	24.750	26.06181
8.875	9.04072	16.875	17.47950	24.875	26.20028
9.000	9.17045	17.000	17.61358	25.000	26.33882
9.125	9.30024	17.125	17.74772	25.125	26.47743
9.250	9.43010	17.250	17.88193	25.250	26.61611
9.375	9.56002	17.375	18.01621	25.375	26.75486
9.500	9.69002	17.500	18.15056	25.500	26.89369

13. Interpretation

13.01 **Definitions.** Unless the context otherwise requires, the following terms will have the following meanings herein:

- (a) **"Assigned Rents"** means all rents and other monies now or hereafter owing under or in respect of any of the Leases;
- (b) **"Bank"** means First Commercial Bank, and includes any successors or assigns of the Bank, whether immediate or derivative;
- (c) **"Charge"** means any mortgage, charge (fixed or floating), pledge, lien (statutory or otherwise), assignment, lease, trust, security interest, title retention agreement, trust, or other encumbrance of any nature however arising;
- (d) **"Condominium Act"** means the *Condominium Act*, S.O. 1998, c. 19, as amended or replaced from time to time;
- (e) **"Condominium Corporation"** means the corporation created pursuant to the *Condominium Act* and governing the administration of the building of which the Mortgaged Property forms part;
- (f) **"Construction Lien Act"** means the *Construction Lien Act*, R.S.O. 1990, c. C30, as amended or replaced from time to time;
- (g) **"Covenantor"** means any person who is named in this Mortgage as a covenantor or guarantor or who, as a covenantor/guarantor, has otherwise covenanted in writing to pay the secured obligations together with any interest thereon;
- (h) **"Credit Agreement"** means the facility letter(s) or other credit agreement(s), if any, in effect from time to time between the Bank and the Mortgagor, as amended, and replaced from time to time;
- (i) **"Environmental Claims"** means enforcement or other governmental or regulatory actions, agreements or orders threatened, instituted or completed pursuant to any Environmental Laws, together with claims made or threatened by any third party against the Mortgagor or in respect of any Mortgaged Property relating to the environment, health, safety or any Hazardous Materials;
- (j) **"Environmental Laws"** means laws, bylaws, rules, ordinances, regulations, notices, approvals, orders, licences, permits, standards, guidelines and policies from time to time of any level of government or other authorized agency relating to the environment, health, safety or any Hazardous Materials;
- (k) **"Event of Default"** means any event referred to in section 9.01 as constituting an Event of Default;
- (l) **"Hazardous Materials"** means explosives, radioactive materials, asbestos, urea formaldehyde, compounds known as chlorobiphenyls, contaminants, pollutants, corrosive substances, toxic substances, and other wastes or substances the storage, manufacture, disposal, treatment, generation, use, transport, remediation or release of which into the environment is likely to immediately or in the future cause harm or degradation to the environment or the Mortgagor's operations or premises or is prohibited, controlled or licensed under any Environmental Laws, including special waste, toxic waste and deleterious substances.
- (m) **"including"** means including without limitation;
- (n) **"Interest Rate"** means the rate of interest indicated in the Charge. If the Interest Rate includes a reference to the Prime Rate, then it shall be calculated as set out in Sections 11.10 and 12 of this set of Standard Charge Terms. If the Interest Rate includes a reference to the Prime Rate, it will vary as at the date of any change in the Prime Rate.
- (o) **"Land Registration Reform Act"** means the *Land Registration Reform Act*, R.S.O. 1990, c. L4 as amended or replaced from time to time;

- (p) **“Leases”** means the following:
- (i) all existing and future leases or subleases of and agreements to lease or sublease any Mortgaged Property;
 - (ii) all existing and future tenancies, sub-tenancies, agreements as to use or occupation, and licences in respect of any Mortgaged Property, whether or not pursuant to any written lease, sublease, agreement or license;
 - (iii) all existing and future guarantees of any or all of the obligations of any existing or future tenant, sub-tenant, user, occupier or licensee of any Mortgaged Property; and
 - (iv) all existing and future agreements to assume the obligations of any existing or future tenant, sub-tenant, user, occupier or licensee of any Mortgaged Property;
- (q) **“this Mortgage”** means the Charge/Mortgage of Land Form 2 under the *Land Registration Reform Act* or the Charge/Mortgage in the electronic format, as provided by Part III of the *Land Registration Reform Act* and includes all schedules and addenda to such document and any renewals, extensions and amendments and includes these Standard Charge Terms and the expressions **“hereby”**, **“herein”**, **“hereof”**, **“hereto”** and **“hereunder”** refer to the whole of this Mortgage and not to any subdivision hereof;
- (r) **“Mortgaged Property”** means the real property indicated in this Mortgage, and all of the Mortgagor’s present and after-acquired interests therein and with respect thereto, whether freehold, leasehold or otherwise, including all present and future:
- (i) buildings, structures, improvements and fixtures;
 - (ii) easements, rights of way, privileges, benefits, licences, profits and similar rights, whether connected with or appurtenant to such property or otherwise; and
 - (iii) proceeds of any sale, expropriation or other disposition;
- provided that any reference to “Mortgaged Property” will unless otherwise provided be deemed to refer to the Mortgaged Property as a whole or any parts thereof;
- (s) **“Mortgages Act”** means the *Mortgages Act*, R.S.O. 1990, c. M40 as amended or replaced from time to time;
- (t) **“Mortgagor”** means each Person named in the Charge as Chargor, and includes any heirs, personal representatives, successors or permitted assigns of the Mortgagor, whether immediate or derivative;
- (u) **“Other Obligor”** means a Person who from time to time guarantees, assumes or otherwise becomes liable for, or who agrees to indemnify the Bank for any loss, costs or damages as a result of the Mortgagor’s failure to perform, any of the Secured Obligations, and also means a Person whose debts or liabilities are from time to time guaranteed or assumed by the Mortgagor, and also means a Person who from time to time is jointly, severally, or jointly and severally liable with respect to any of the Secured Obligations;
- (v) **“Permitted Charges”** means:
- (i) Charges registered against the Mortgaged Property in priority to this Mortgage which the Bank has consented to in writing;
 - (ii) liens for Taxes or other statutory or public obligations which are not at the time due and delinquent;
 - (iii) liens for delinquent Taxes, and liens of judgments rendered or claims filed against the Mortgagor, the validity of which is being contested in good faith and in respect of which the Mortgagor has set aside on its books reserves considered adequate by the Bank in its sole discretion;
 - (iv) builders’, carriers’ and warehousemen’s liens arising in the ordinary course of business which relate to obligations not due or delinquent and which have not been registered against the Mortgaged Property or, if due or delinquent or registered against the Mortgaged Property, the validity of which is being contested diligently and in good faith and for which, if the Bank so requires, the Mortgagor has given security to the Bank in such amount as the Bank requires;

- (v) undetermined or inchoate liens and charges incidental to current construction, maintenance or operations which have not at the time been filed pursuant to law against the Mortgagor or which relate to obligations not due or delinquent;
- (vi) security given to a public utility or governmental or other public authority which is required by such authority in connection with the operations of the Mortgagor;
- (vii) easements, rights-of-way or similar rights in the Mortgaged Property granted to or reserved by other Persons which do not, in the Bank's sole opinion, materially impair the usefulness of such Mortgaged Property for the purpose for which it is used or intended;
- (viii) title defects or irregularities which, in the Bank's sole opinion, are of a minor nature and will not materially impair the usefulness of the Mortgaged Property for the purpose for which it is used or intended; and
- (ix) reservations, limitations, provisos and conditions expressed in any original grant from the Crown;
- (w) **"Person"** means any individual, proprietorship, firm or artificial body, including any corporation, government or instrumentality;
- (x) **"Prime Rate"** means the floating annual rate of interest established and announced as such from time to time by the Bank as a reference rate for determining interest rates it will charge on loans denominated in Canada dollars in Canada;
- (y) **"Principal Amount"** means the Principal Amount indicated in this Mortgage;
- (z) **"Receiver"** means a receiver, receiver-manager or receiver and manager of the Mortgagor or any Mortgaged Property, whether appointed by the Bank or a court upon the application of the Bank;
- (aa) **"Secured Obligations"** has the meaning given to it in section 3.01, as extended by sections 11.02 and 13.03;
- (bb) **"Taxes"** means taxes, rates, levies, assessments and other charges of every kind (including penalties and interest thereon added by the relevant authorities) which are levied, assessed or charged in connection with:
 - (i) the Mortgaged Property, the use or occupation thereof, or the utilities, local improvements and sewers in respect thereof; or
 - (ii) any of the Secured Obligations, but excluding the Bank's income tax; and
- (cc) **"Unit"** has the meaning given to it in the *Condominium Act*;
- 13.02 **Governing Law and Attornment.** This Mortgage will be governed by the laws in effect in Ontario. The Mortgagor irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Ontario with respect to all matters arising in connection with this Mortgage and the Secured Obligations.
- 13.03 **Joint and Several.** If more than one Person executes this Mortgage as Mortgagor, all representations, warranties, covenants and agreements of the Mortgagor will be joint and several and the "Secured Obligations" will include those of any one or more such Persons.
- 13.04 **Successors.** This Mortgage will enure to the benefit of and be binding upon the parties and their respective heirs, personal representatives, successors and permitted assigns.
- 13.05 **Severability.** The invalidity or unenforceability of any provision of this Mortgage will not affect the remaining provisions or the remainder of the impugned provision.
- 13.06 **Conflicts with Credit Agreement.** If and to the extent any terms of this Mortgage conflict with any terms of the Credit Agreement, the Bank may elect which of such terms will prevail.
- 13.07 **Number and Gender.** Unless the context otherwise requires, words importing the singular will include the plural and *vice versa*, and words importing gender will include all genders.
- 13.08 **Headings.** Headings have been inserted for convenience of reference only and are not to affect interpretation.
- 13.09 **Section References.** Unless otherwise indicated, each reference herein to a particular section is a reference to that section of this Mortgage.
- 13.10 **Entire Agreement.** The Bank has not made any representation or agreement or undertaken any obligation in connection with the subject matter of this Mortgage other than as specifically set out herein and in any other document executed by the Bank.

14. Covenantor or Guarantor.

- (a) In consideration of the Bank making advances to the Mortgagor in whole or in part of the monies secured by this Mortgage and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Covenantor does hereby covenant, promise and agree as principal debtor and not as surety to and with the Bank that the Covenantor shall pay, or cause to be paid, to the Bank the Secured Obligations together with interest thereon and shall observe and perform all of the covenants, provisos, conditions, agreements and stipulations with respect to the Secured Obligations on the part of the Mortgagor whether contained in this Mortgage or otherwise. If there is more than one Covenantor, the covenants herein contained shall be joint and several;
- (b) The Bank shall not be bound to exhaust its recourse against the Mortgagor or any other party or other security it may hold before being entitled to payment from the Covenantor of the monies secured by this Mortgage;
- (c) The Covenantor further covenants and agrees that without giving notice to or obtaining the consent or concurrence of the Covenantor, the Bank may:
 - (i) Grant at any time, indulgences, waivers or extensions of time for payment or performance of any of the obligations under this Mortgage;
 - (ii) Grant any renewals or extensions of this Mortgage, with or without a change in the Interest Rate or in any other terms or conditions of this Mortgage and whether by express agreement of the Mortgagor or otherwise (including without limitation by way of an automatic renewal or extension);
 - (iii) Change the rate or rates of interest provided in this Mortgage, either during the initial term thereof or in any subsequent extension or renewal term, whether by way of increase, decrease, change in the reference rate by which such rate is calculated or determined, change from a fixed rate to a variable rate or from a variable rate to a fixed rate, or otherwise;
 - (iv) Shorten or lengthen the amortization period of this Mortgage;
 - (v) Otherwise amend, supplement, modify, vary or otherwise change any of the terms or conditions of this Mortgage in any manner whatever;
 - (vi) Release or discharge from this Mortgage or charge constituted by this Mortgage the whole or any part of the Mortgaged Property;
 - (vii) Advance or re-advance the Secured Obligations to the Mortgagor pursuant to any provision of this Mortgage or other;
 - (viii) Deal with the Mortgagor or any other person liable for payment of the monies hereby secured or the Mortgaged Property or this Mortgage or any other security as the Bank sees fit including, without limitation, realizing on, releasing, accepting substitutions for or replacing any of the security for the Mortgage;
 - (ix) Release or discharge one or more other Covenantors or Mortgagors in respect of the Mortgage; or
 - (x) Release any subsequent legal or beneficial owner of the Mortgaged Property from any liability for the obligations under this Mortgage or refrain from requiring any such owner to assume any such liability, and none of the foregoing actions shall in any way lessen, limit or otherwise affect the obligations or liability of the Covenantor hereunder, regardless of whether any such action has the effect of amending or varying this Mortgage or increasing, expanding or otherwise altering the nature, effect, term, extend or scope of the obligations thereunder. The liability of the Covenantor hereunder shall extend to and include the obligations of the Mortgagor under this Mortgage as so amended, renewed, extended or varied and this Mortgage as so increased, expanded or altered without further action on the part of the Bank or the consent or concurrence of the Covenantor; and for greater certainty and without limiting the foregoing, if any rate of interest provided in this Mortgage is increased or otherwise altered, the liability of the Covenantor hereunder shall be extended to and include the obligation of the Mortgagor to pay interest at such increased or altered rate.

15. Acknowledgment. The Mortgagor and Covenantor acknowledge receipt of a copy of this set of standard charge terms and, if applicable, any additions, amendments or deletions to this set of standard charge terms as provided in this Mortgage.

Dated the 1st day of September, 2016.

A handwritten signature in black ink, consisting of stylized cursive letters, possibly reading "P. E. H.", enclosed within a large, loopy oval flourish.

THIS IS EXHIBIT “G”

***referred to in the Affidavit of Wenfei Chen of the City of
Toronto, in the Province of Ontario, sworn before me at the
City of Toronto, in the Province of Ontario, on December 24,
2020, in accordance with O. Reg. 431.20, Administering Oath
or Declaration Remotely***

DocuSigned by:

Daniel Richer

42C698C67F0446B...

A Commissioner for Taking Affidavits

GUARANTEE

TO: First Commercial Bank

(together with its successors and assigns, the “**Lender**”)

RECITALS:

- A. Pursuant to a commitment letter (the “**Commitment Letter**”) between ZM Global Inc. and the Lender dated the 8th day of August, 2016, pursuant to which the Lender agreed to make available certain funds to ZM Global Inc. (the “**Borrower**”);
- B. The Guarantor is the sole shareholder of the Borrower, as such, derives direct and indirect economic benefits from the making of loans and other financial accommodations provided to the Borrower; and
- C. In order to induce the Lender to make the loan pursuant to the Commitment Letter, the Guarantor has agreed to guarantee payment and performance of the obligations of the Borrower under the Commitment Letter.

THEREFORE, in consideration of the Lender making certain credit facilities available to the Borrower (the “**Loan**”) and at the request of the Borrower that the Guarantor provide this Guarantee and Indemnity, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Guarantor agrees as follows:

ARTICLE 1 DEFINITIONS AND PRINCIPLES OF INTERPRETATION

1.1 Definitions

Wherever used in this Guarantee, all capitalized terms used and not defined have the meanings ascribed to them in the Commitment Letter and the following words and terms have the following meanings:

“**Business Day**” means any day, other than a Saturday or Sunday, on which the Lender’s office in Toronto is open for commercial banking business during normal banking hours;

“**Claims**” has the meaning specified in Section 4.1(a);

“**Guaranteed Obligations**” has the meaning specified in Section 2.1;

“**Person**” means any individual, sole proprietorship, partnership, firm, company, entity, unincorporated association (including a limited liability company), unincorporated syndicate, unincorporated organization, trust (including a business trust), body corporate, government, government regulatory authority, governmental department, municipality, agency, commission, board, tribunal, dispute settlement panel or body, bureau, court, and where the context requires,

any of them when they are acting as trustee, executor, administrator or other legal representative;

1.2 Certain Rules of Interpretation

In this Guarantee:

- (a) **Consent** – Whenever a provision of this Guarantee requires an approval or consent and the approval or consent is not delivered within the applicable time limit, then, unless otherwise specified, the party whose consent or approval is required shall be conclusively deemed to have withheld its approval or consent.
- (b) **Currency** – Unless otherwise specified, all references to money amounts are to the lawful currency of Canada.
- (c) **Governing Law** – This Guarantee is a contract made under and shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario.
- (d) **Headings** – Headings of Articles and Sections are inserted for convenience of reference only and shall not affect the construction or interpretation of this Guarantee.
- (e) **Including** – Where the word “including” or “includes” is used in this Guarantee, it means “including (or includes) without limitation”.
- (f) **No Strict Construction** – The language used in this Guarantee is the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party.
- (g) **Number and Gender** – Unless the context otherwise requires, words importing the singular include the plural and *vice versa* and words importing gender include all genders.
- (h) **Severability** – If, in any jurisdiction, any provision of this Guarantee or its application to any party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to that jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction or without affecting its application to other parties or circumstances.
- (i) **Statutory references** – A reference to a statute includes all regulations made pursuant to such statute and, unless otherwise specified, the provisions of any statute or regulation which amends, revises, restates, supplements or supersedes any such statute or any such regulation.

- (j) **Time** – Time is of the essence in the performance of the parties' respective obligations under this Guarantee.
- (k) **References to Guarantee** – The term “this Guarantee” refers to this guarantee including all schedules, amendments, supplements, extensions, renewals, replacements, novations or restatements from time to time, in each case as permitted, and references to “Articles” or “Sections” means the specified Articles or Sections of this Guarantee.
- (l) **Paramountcy** – If there is a conflict, inconsistency, ambiguity or difference between any provision of this Guarantee and the Commitment Letter, the provisions of the Commitment Letter shall prevail, and such provision of this Guarantee shall be amended to the extent only to eliminate any such conflict, inconsistency, ambiguity or difference. Any right or remedy in this Guarantee which may be in addition to the rights and remedies contained in the Commitment Letter shall not constitute a conflict, inconsistency, ambiguity or difference.

1.3 Entire Agreement

This Guarantee constitutes the entire agreement between the parties and sets out all the covenants, promises, warranties, representations, conditions and agreements between the parties in connection with the subject matter of this Guarantee and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, pre-contractual or otherwise. There are no covenants, promises, warranties, representations, conditions or other agreements, whether oral or written, pre-contractual or otherwise, express, implied or collateral, whether statutory or otherwise, between the parties in connection with the subject matter of this Guarantee except as specifically set forth in this Guarantee.

ARTICLE 2 GUARANTEE

2.1 Guarantee

The Guarantor unconditionally and irrevocably guarantees to the Lender the due and punctual payment and performance to the Lender upon demand of all debts, liabilities and obligations of or owing by the Borrower to the Lender at any time and from time to time, present and future, direct and indirect, absolute and contingent, matured or not, arising from the Loan and all documents, undertakings and agreements entered into by the Borrower pursuant to or in connection therewith, and all amendments, restatements, supplements, extensions, renewals, or replacements of, and continuations to, each such agreement, undertaking or contract, or from any other agreement, contract or dealing with any third party by which the Lender may be or become in any manner a creditor of the Borrower, or howsoever otherwise arising, and whether the Borrower is bound alone or with another or others, and whether as principal or surety, and including without limitation, all liabilities of the Borrower arising as a consequence of its failure to pay or fulfil any of such debts, liabilities and obligations (the “**Guaranteed Obligations**”).

2.2 Payment and Performance

- (a) If the Borrower fails or refuses to punctually make any payment or perform the Guaranteed Obligations, the Guarantor shall unconditionally render any such payment or performance upon demand made on it in accordance with the terms of this Guarantee.
- (b) Nothing but payment and satisfaction in full of the Guaranteed Obligations shall release the Guarantor from the Guarantor's obligations under this Guarantee.

2.3 Interest

All amounts demanded under this Guarantee shall bear interest at a rate per annum equal to the Prime Rate plus 5 percent (5%) from the time of demand until paid, both before and after default and judgment. "Prime Rate" means, at any time, the interest rate, expressed as an annual rate, established by the Lender from time to time as its reference interest rate to determine the interest rates it will charge for demand loans in Canadian dollars to Canadian customers and referred to by the Lender as its "Prime Rate".

2.4 Continuing Obligation

- (a) The only condition (and no other document, proof or action other than as specifically provided in this Guarantee is) necessary as a condition of the Guarantor honouring its obligations under this Guarantee shall be demand by the Lender to the Guarantor. This Guarantee shall be a continuing guarantee, shall cover all the Guaranteed Obligations, and shall apply to and secure any ultimate balance due or remaining unpaid to the Lender.
- (b) This liability of the Guarantor shall continue and be binding on the Guarantor, and as well after as before default and after and as before maturity of the Guaranteed Obligations, until all the Guaranteed Obligations are fully paid and satisfied, and regardless of:
 - (i) any amendment, supplement, restatement, extension, novation, renewal, replacement, continuation or waiver of this Guarantee, any other provision or term of any agreement or document;
 - (ii) the enforceability, validity, perfection or effect of perfection or non-perfection of any security interest securing the Guaranteed Obligations;
 - (iii) any of the Guaranteed Obligations, the Loan or any security relating to the Guaranteed Obligations or the Loan being or becoming illegal, invalid, void, voidable, unenforceable, ineffective or extinguished in any respect;
 - (iv) any failure by any Lender or any other Person to perform or comply with any of the provisions of the Shareholders' Agreement or the Loan or to provide the Guarantor with notice of any such failure;

- (v) any other act, event, omission or thing, or any delay to do any other act or thing, which may or might operate to discharge, impair or otherwise effect the liability of the Guarantor under this Guarantee or any of the rights, powers or remedies conferred upon the Lender by the Loan, the Commitment Letter, this Guarantee or by law; or
- (vi) whether any payment of any of the Guaranteed Obligations has been made and where such payment is rescinded or must otherwise be returned upon the occurrence of any action or event, including the insolvency or bankruptcy of the Borrower or otherwise, all as though such payment had not been made.

2.5 Guarantee Unaffected

- (a) This Guarantee shall not be determined or affected, or the Lender's rights under this Guarantee prejudiced by, the termination, compromise, reduction, extinguishment or disallowance of any of the Guaranteed Obligations by operation of law or otherwise, including without limitation, the bankruptcy, insolvency, winding-up, liquidation or dissolution of the Borrower or any change in the name, business, powers, capital structure, constitution, objects, organization, directors or management of the Borrower, with respect to transactions occurring either before or after such change.
- (b) This Guarantee shall:
 - (i) bind the Person or Persons for the time being and from time to time carrying on the business now carried on by the Guarantor, notwithstanding any reorganization of the Guarantor or the amalgamation of the Guarantor with one or more other corporations (in this case, this Guarantee shall bind the resulting corporation and the term "Guarantor" shall include such resulting corporation); and
 - (ii) extend to the liabilities of the Person or Persons for the time being and from time to time carrying on the business now carried on by the Borrower notwithstanding any reorganization or merger of the Borrower or the amalgamation of the Borrower with one or more other corporations (in this case, this Guarantee shall extend to the liabilities of the resulting corporation and the term "Borrower" shall include such resulting corporation) and all of such liabilities shall be included in the Guaranteed Obligations.
- (c) The Guarantor agrees that the manner in which the Lender may now or subsequently deal with the Borrower, the Guarantor or any security (or any collateral subject to the security) or other guarantee in respect of the Guaranteed Obligations shall have no effect on the Guarantor's continuing liability under this Guarantee and the Guarantor irrevocably waives any rights it may have in respect of any of the above.

ARTICLE 3
REPRESENTATIONS, WARRANTIES AND COVENANTS

3.1 Representation - Authority and Enforceability

The Guarantor represents and warrants to the Lender that it has obtained all authorizations, consents and approvals necessary for the granting and performance of this Guarantee and that this Guarantee is enforceable against the Guarantor in accordance with its terms. The Lender shall not be concerned to inquire into the Borrower's power or the powers of any of its directors or other agents, acting or purporting to act on its behalf, and all moneys, advances, renewals and credits actually borrowed or obtained from the Lender by the Borrower shall be deemed to form part of the Guaranteed Obligations notwithstanding any lack or limitation of status or power, incapacity of the Borrower or of the directors, or that the Borrower may not be a legal entity capable of being sued, or any irregularity, defect or informality in the borrowing or obtaining of such moneys, advances, renewals or credits, whether known to the Lender or not.

ARTICLE 4
POSTPONEMENT OF CLAIMS AND SUBROGATION

4.1 Postponement of Claims and Subrogation

- (a) All debts and claims against the Borrower now or subsequently held by the Guarantor and all of the Guarantor's rights of subrogation (all such debts, claims and rights, the "**Claims**") shall be for the Lender's security and, as between the Guarantor and the Lender, the Claims are postponed to the repayment and performance of the Guaranteed Obligations. Until all of the Guaranteed Obligations shall have been satisfied in full, any money that the Guarantor receives in respect of any such Claims shall be received by the Guarantor in trust for the Lender and shall be paid immediately to the Lender to be applied against, or held as security for, payment of the Guaranteed Obligations, all without prejudice to and without in any way affecting, relieving, limiting or lessening the Guarantor's liability under this Guarantee.
- (b) As security for and for the purpose of giving effect to the postponement of the Claims, the Guarantor assigns, transfers and sets over to the Lender all of the Claims and irrevocably constitutes and appoints the Lender to be the Guarantor's attorney in the name of and on behalf of the Guarantor to collect, and enforce or prove any such Claims, and for that purpose to execute and do in the name and on behalf of the Guarantor, all deeds, documents, transfers, assignments, assurances and things, and to commence and prosecute, at the Lender's election and in the Lender's sole discretion, any or all proceedings which may appear to the Lender to be necessary or desirable.
- (c) In the event of the insolvency, bankruptcy, winding up or distribution of assets of the Borrower or the Guarantor, the Lender's rights shall not be affected or impaired by its omission to prove its claim in full or otherwise and it may prove such claim as it sees fit and may refrain from proving any claim in its sole

discretion; and it may but shall not be obliged to prove in respect of the Claims assigned as a debt owing to it by the Borrower and the Lender shall be entitled to receive all amounts payable in respect of the Claims, such amounts to be applied on such part or parts of the monies payable from time to time on account of the Guaranteed Obligations as the Lender shall in its absolute discretion see fit until all of the Guaranteed Obligations shall have been paid in full and thereafter the Guarantor shall be entitled to the balance, if any, of such amounts; all of which the Lender may do without in any way affecting, relieving, limiting or lessening the Guarantor's liability to the Lender under this Guarantee.

- (d) The Guarantor acknowledges and agrees that it shall not have any rights of subrogation or indemnification unless it pays the Guaranteed Obligations in full. The Guarantor shall not prove a claim in the bankruptcy of the Borrower unless and until the Guaranteed Obligations are repaid in full.
- (e) The Lender shall have no duty, obligation or liability as a result of the assignment of the Claims to the Lender to protect, preserve or to ensure that the Claims do not become prescribed by statute or otherwise invalidated or rendered unenforceable.

ARTICLE 5 AMENDMENTS

5.1 Amendments

The Guarantor authorizes the Lender, at any time and from time to time, without notice to the Guarantor and without affecting, relieving, limiting or lessening the Guarantor's liability under this Guarantee, to alter the terms of all or any part of the Guaranteed Obligations and any security and guarantees including, without limitation, modification of principal amount, times for payment or interest rates.

ARTICLE 6 WAIVERS AND REMEDIES

6.1 Waivers

The Guarantor waives each of the following, to the fullest extent permitted by law:

- (a) any defence based upon:
 - (i) the lack of authority of the Borrower;
 - (ii) the unenforceability, invalidity, illegality or extinguishment of all or any part of the Guaranteed Obligations, or any security or other guarantee for the Guaranteed Obligations or any failure of the Lender to take proper care or act in a commercially reasonable manner in respect of any security for the Guaranteed Obligations or any collateral subject to the security, including in respect of any disposition of the Collateral;

- (iii) any act or omission of the Borrower or any other person, including the Lender, that directly or indirectly results in the discharge or release of the Borrower or any other Person or any of the Guaranteed Obligations or any security for the Guaranteed Obligations; or
 - (iv) the Lender's present or future method of dealing with the Borrower, or any security (or any collateral subject to the security) or other guarantee for the Guaranteed Obligations;
- (b) any right (whether now or hereafter existing) to require the Lender, as a condition to the enforcement of this Guarantee:
 - (i) to accelerate the Guaranteed Obligations or proceed and exhaust any recourse against the Borrower or any other Person;
 - (ii) to realize on any security that it holds;
 - (iii) to marshal the assets of either the Borrower or the Guarantor; or
 - (iv) to pursue any other remedy that the Guarantor may not be able to pursue itself and that might limit or reduce the Guarantor's burden;
- (c) presentment, demand, protest and notice of any kind including, without limitation, notices of default and notice of acceptance of this Guarantee;
- (d) any claims, set-off or other rights that the Guarantor may have against the Lender, whether or not related to the transactions contemplated by this Guarantee;
- (e) all suretyship defences and rights of every nature otherwise available under Ontario law and the laws of any other jurisdiction, including the benefit of discussion and of division; and
- (f) all other rights and defences (legal or equitable) the assertion or exercise of which would in any way diminish the liability of the Guarantor under this Guarantee.

6.2 Limitation Periods

No limitation period under the *Limitations Act, 2002* (Ontario) shall expire earlier than the second anniversary of the date on which demand for payment of the Guaranteed Obligations under this Guarantee is made in accordance with the provisions of this Guarantee.

6.3 Lender's Right to Act

The Lender, upon such terms as it deems appropriate and, in each case, without notice to the Guarantor and without in any way affecting, reducing, limiting, impairing, releasing, discharging or terminating the Guarantor's liability under this Guarantee, from time to time may deal with the Borrower, the Guarantor, the documents creating or evidencing the Guaranteed Obligations and the security (or any collateral subject to the security) now or subsequently held by the

Lender (including without limitation, all amendments, supplements, restatements, extensions, renewals and replacements to such documents or security) as the Lender may see fit, including:

- (a) grant time, renewals, extensions, indulgences, concessions, compromises, releases and discharges to any Person in respect of the Guaranteed Obligations;
- (b) take new or additional security for the Guaranteed Obligations;
- (c) discharge or partially discharge any or all existing security;
- (d) fail to or abstain from realizing upon, or fully realizing upon, any security;
- (e) elect not to take security from any Person, not to perfect security or not to continue to perfect security;
- (f) cease or refrain from giving credit, continue to give credit, or make loans or advances to the Borrower;
- (g) accept partial payment or performance from the Borrower or otherwise waive compliance by the Borrower with the terms of any of the Commitment Letter, the Loan or security;
- (h) assign any security to any Person or Persons;
- (i) deal or dispose in any manner (whether commercially reasonably or not) with any security (or any collateral subject to the security) or other guarantee for the Guaranteed Obligations;
- (j) apply all dividends, compositions and moneys at any time received from the Borrower or others or from the security upon such part of the Guaranteed Obligations; or
- (k) obtain one or more additional guarantees of the Guaranteed Obligations.

6.4 Lender's Waiver

No term, condition or provision of this Guarantee or any right under this Guarantee or in respect of this Guarantee, shall be, or shall be deemed to have been, waived by the Lender, except by express written waiver signed by the Lender, all such waivers to extend only to the particular circumstances specified in such waiver.

6.5 Lender's Action or Inaction

Except as provided at law, no action or omission on the part of the Lender in exercising or failing to exercise its rights under this Guarantee or in connection with or arising from all or part of the Guaranteed Obligations shall make the Lender liable to the Guarantor for any loss occasioned to the Guarantor. No loss of or in respect of any securities received by the Lender from the Borrower or others, whether occasioned by the Lender's fault or otherwise, shall in any way

affect, relieve, limit or lessen the Guarantor's liability under this Guarantee. The Guarantor agrees that the Lender has no obligation to provide or disclose information to the Guarantor with respect to any dealings it has with or in respect of the Borrower at any time or from time to time.

6.6 Lender's Rights

The rights and remedies provided in this Guarantee are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights or remedies provided by law.

ARTICLE 7 GENERAL

7.1 Acknowledgements

The Guarantor acknowledges that it is providing this Guarantee at the request of the Borrower and that it has satisfied itself and is not relying upon the Lender in respect of all or any information with respect to the transaction under or related to the Commitment Letter or this Guarantee. The Guarantor acknowledges that it has been provided with and has reviewed a copy of the Commitment Letter.

7.2 Demand

The Lender may make demand in writing to the Guarantor at any time and from time to time, each such written demand to be accepted by the Guarantor as complete and satisfactory evidence of non-payment or non-performance of the Guaranteed Obligations by the Borrower. The Guarantor shall pay to the Lender such amount or amounts payable under this Guarantee immediately upon such written demand.

7.3 Set-Off

The Guarantor agrees that any and all deposits, general or special, term or demand, provisional or final, matured or unmatured, and any other indebtedness at any time owing by the Lender to the Guarantor or for the credit or account of the Guarantor, may be set-off and applied by the Lender at any time and from time to time, without notice (such notice being expressly waived by the Guarantor), against and on account of the Guaranteed Obligations even if any of them are contingent or unmatured.

7.4 Notices

Any notice, consent, approval, or demand, required or permitted to be given in connection with this Guarantee (in this Section referred to as a "Notice") shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery) or transmitted by facsimile or e-mail:

- (a) in the case of a Notice to the Guarantor, at:

2750 14th Avenue, Suite 202

Markham, Ontario

L3R 0B8

Attention: Xu Hong Lou

E-mail: xhl77777@gmail.com

(b) in the case of a Notice to the Lender, at:

5000 Yonge Street, Suite 1803

Toronto, Ontario

M2N 7E9

Attention: General Manager

Fax: (416) 250-8081

E-mail: i14002@mail.firstbank.com.tw

Any Notice delivered or transmitted as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a Business Day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if the Notice is delivered or transmitted after 5:00 p.m. local time or if such day is not a Business Day, then the Notice shall be deemed to have been given and received on the next Business Day. In this Section, "Business Day" means any day, other than a Saturday or Sunday, on which the Lender in Toronto is open for commercial banking business during normal banking hours.

7.5 Costs and Expenses

The Guarantor agrees to pay all costs and expenses incurred by the Lender in connection with the negotiation, preparation, execution of, and enforcement of its rights under, this Guarantee.

7.6 No Representations

The Guarantor acknowledges that this Guarantee has been delivered free of any conditions and that there are no representations which have been made to the Guarantor affecting the Guarantor's liability under this Guarantee except as may be specifically embodied in this Guarantee and agrees that this Guarantee is in addition to and not in substitution for any other guarantee(s) held or which may subsequently be held by or for the benefit of the Lender.

7.7 Further Assurances

The Guarantor shall at all times do all such things and provide all such reasonable assurances as may be required to give the Lender the full benefit and effect of, or intended by this Guarantee, and shall provide such further documents or instruments required by the Lender as may be

reasonably necessary or desirable to effect the purpose of this Guarantee and carry out its provisions.

7.8 Assignment and Enurement

The Lender shall be entitled to assign all of its rights under this Guarantee in accordance with the terms of the Commitment Letter. This Guarantee shall enure to the benefit of the Lender's successors (including any successor by reason of amalgamation) and assigns, and shall be binding upon the Guarantor and its successors (including any successor by reason of amalgamation) and permitted assigns.

7.9 Submission to Jurisdiction

The Guarantor submits to the non-exclusive jurisdiction of any Ontario courts sitting in Toronto in any action, application, reference or other proceeding arising out of or related to this Guarantee and agrees that all claims in respect of any such actions, application, reference or other proceeding shall be heard and determined in such Ontario courts. The Guarantor irrevocably waives, to the fullest extent it may effectively do so, the defence of an inconvenient forum to the maintenance of such action, application or proceeding.

7.10 Execution and Delivery

This Guarantee may be executed in counterparts and may be executed and delivered by facsimile or by other electronic form and all such counterparts shall together constitute one and the same agreement. The Guarantor acknowledges receiving a copy of this Guarantee.

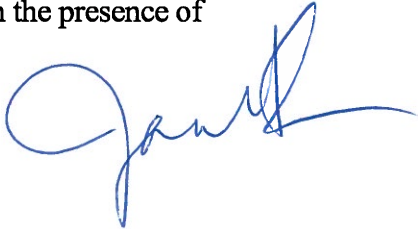
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IN WITNESS OF WHICH the Guarantor has duly executed this Guarantee.

Dated as of this 1st day of September, 2016.

SIGNED, SEALED AND DELIVERED
in the presence of



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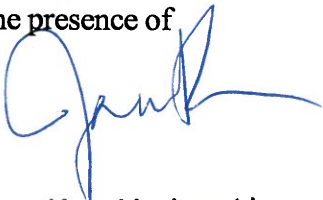
Xu Hong Lou

INDEMNITY

In addition to the guarantee specified in Section 2.1 of the Guarantee, the Guarantor agrees to indemnify and save the Lender harmless from and against all costs, losses, expenses and damages it may suffer as a result or consequence of, any inability by the Lender to recover the ultimate balance due or remaining unpaid to the Lender in respect of the Guaranteed Obligations, including without limitation legal fees incurred by or on behalf of the Lender resulting from any action instituted on the basis of the Guarantee and Indemnity. Capitalized terms used and not defined in this Indemnity shall have the meanings ascribed to them in the Guarantee.

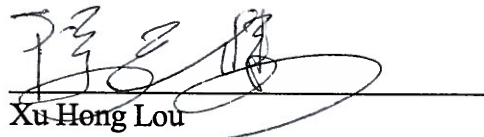
Dated as of this 1st day of September, 2016.

SIGNED, SEALED AND DELIVERED
in the presence of



Kam Yu Janet Lee
Barrister, Solicitor & Notary Public
Ontario

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Xu Hong Lou

THIS IS EXHIBIT “H”

***referred to in the Affidavit of Wenfei Chen of the City of
Toronto, in the Province of Ontario, sworn before me at the
City of Toronto, in the Province of Ontario, on December 24,
2020, in accordance with O. Reg. 431.20, Administering Oath
or Declaration Remotely***

DocuSigned by:

Daniel Richer

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A Commissioner for Taking Affidavits

GENERAL SECURITY AGREEMENT

THIS AGREEMENT dated as of the 1st day of September, 2016

BETWEEN:

ZM GLOBAL INC.

(the "Borrower")

AND:

HONG LOU XU

(the "Guarantor")

AND:

FIRST COMMERCIAL BANK

Suite 1803, 5000 Yonge Street

Toronto, Ontario

M2N 7E9

(the "Bank")

1. SECURITY INTEREST

1.1 For consideration the Borrower hereby:

- (a) mortgages and charges as a fixed and specific charge, and assigns and transfers to the Bank and, along with the Guarantor, grants to the Bank a general and continuing security interest in all of the Borrower's and Guarantor's present and after acquired personal property including, without limitation:
 - (i) all office, trade, manufacturing and all other equipment and all goods, including, without limitation, machinery, tools, fixtures, computers, furniture, furnishings, chattels, motor vehicles and other tangible personal property that is not inventory, and all parts, components, attachments, accessories, accessions, replacements, substitutions, additions and improvements to any of the above (all of which is collectively called the "Equipment");
 - (ii) all inventory, including, without limitation, goods acquired or held for sale or lease or furnished or to be furnished under contracts of rental or service, all raw materials, work in process, finished goods, returned goods, repossessed goods, all livestock and their young after conception, all crops and timber, and all packaging materials, supplies and containers relating to or used or consumed in connection with any of the foregoing (all of which is collectively called the "Inventory");
 - (iii) all debts, accounts, claims, demands, moneys and choses in action which now are, or which may at any time be, due or owing to or owned by the Borrower or Guarantor, respectively, and all books, records, documents, papers and electronically recorded data recording, evidencing or relating to the debts, accounts, claims, demands, moneys and choses in action (all of which is collectively called the "Accounts");

- (iv) all documents of title, chattel paper, instruments, securities and money, and all other personal property, of the Borrower or Guarantor, respectively, that is not Equipment, Inventory or Accounts;
 - (v) all patents, trade-marks, copyrights, industrial designs, plant breeder's rights, integrated circuit topographies, trade-names, goodwill, confidential information, trade secrets and know-how, including without limitation, environmental technology and bio-technology, software and any registrations and applications for registration of the foregoing and all other intellectual and industrial property of the Borrower or Guarantor, respectively (all of which is collectively called the "Intellectual Property");
 - (vi) all the Borrower's or Guarantor's respective contractual rights, licenses and all other choses in action of every kind which now are, or which may at any time be due or owing to or owned by the Borrower or Guarantor, respectively, and all other intangible property of the Borrower or Guarantor, respectively, that is not Accounts, chattel paper, instruments, documents of title, Intellectual Property, securities or money;
 - (vii) the personal property described in Schedule "A" attached to this Agreement and all additions thereto and replacements thereof; and
 - (viii) all proceeds of every nature and kind arising from the personal property referred to in this Security Agreement;
- (b) along with the Guarantor, grants to the Bank a general and continuing security interest and charges by way of a floating charge:
- (i) all of the undertaking and assets of the Borrower or Guarantor, respectively, of every nature or kind and wherever situate, whether presently owned or hereafter acquired, and all their proceeds, other than its assets and undertakings that are otherwise validly and effectively subject to the charges and security interests in favour of the Bank created pursuant to this Clause 1.1.

1.2 The security interests, mortgages, transfers, assignments, charges, grants and conveyances created pursuant to Clause 1.1 shall be collectively called the "Security Interests", and the property subject to the Security Interests and all property, assets and undertaking charged, assigned or transferred or secured by any instruments supplemental to or in implementation of this Security Agreement are collectively called the "Collateral".

1.3 The schedules, including definitions, form part of this Security Agreement.

2. EXCEPTIONS

2.1 The last day of the term created by any lease or agreement is excepted out of any charge or the Security Interests but the Borrower and Guarantor shall stand possessed of the reversion and shall remain upon trust to assign and dispose of it to any third party as the Bank shall direct.

2.2 All the Borrower's and Guarantor's consumer goods are excepted out of the Security Interests.

3. ATTACHMENT

The Borrower and Guarantor agree that the Security Interests attach upon the signing of this Security Agreement (or in the case of after acquired property, upon the date of acquisition), that value has been given, and that the Borrower and Guarantor have (or in the case of after acquired property, will have upon the date of acquisition) rights in the Collateral and the Borrower and Guarantor confirm that there have been no agreements between the Borrower, the Guarantor and the Bank to postpone the time for attachment of the Security Interests and that it is the Borrower's and Guarantor's understanding that the Bank intends the Security Interests to attach at the same time.

4. PURCHASE MONEY SECURITY INTEREST

The Borrower and Guarantor acknowledge and agree that the Security Interests constitute and are intended to create Purchase Money Security Interests in Collateral to the extent that moneys advanced by the Bank, including all future advances and re-advances, are used or are to be used, in whole or in part, to purchase or otherwise to acquire rights in Collateral.

5. OBLIGATIONS SECURED

This Security Agreement is in addition to and not in substitution for any other security interest or charge now or in the future held by the Bank from the Borrower or Guarantor or from any other person and shall be general and continuing security for the payment and performance of all indebtedness, liabilities and obligations of the Borrower or Guarantor to the Bank (including interest thereon), whether incurred prior to, at the time of or after the signing of this Security Agreement including extensions and renewals, and all other liabilities of the Borrower and Guarantor to the Bank, present and future, absolute or contingent, joint or several, direct or indirect, matured or not, extended or renewed, wherever and however incurred, including all advances on current or running account, future advances and re-advances of any loans or credit by the Bank and the Borrower's and Guarantor's obligations and liabilities under any contract or guarantee now or in the future in existence whereby the Borrower or Guarantor guarantees payment of the debts, liabilities and/or obligations of a third party to the Bank, and for the performance of all obligations of the Borrower or Guarantor to the Bank, whether or not contained in this Security Agreement (all of which indebtedness, liabilities and obligations are collectively called the "Obligations").

6. REPRESENTATIONS AND WARRANTIES

6.1 The Borrower and Guarantor represent and warrant to the Bank that:

- (a) if a corporation, it is a corporation incorporated and organised and validly existing and in good standing under the laws of the jurisdiction of its incorporation; it has the corporate power to own or lease its property and to carry on the business conducted by it; it is qualified as a corporation to carry on the business conducted by it and to own or lease its property and is in good standing under the laws of each jurisdiction in which the nature of its business or the property owned or leased by it makes such qualification necessary; and the execution, delivery and performance of this Security Agreement are within its corporate powers, have been authorised and do not contravene, violate or conflict with any law or the terms and provisions of its constituting documents or its by-laws or any shareholders agreement or any other agreement, indenture or undertaking to which the Borrower or Guarantor is a party or by which it is bound;
- (b) if it is a corporation, its name as set forth on page 1 of this Security Agreement is its full, true and correct name as stated in its constituting documents and if such name is in English, it does not have or use a French language form of its name or a combined English language and French language form of its name and vice versa, and the Borrower or Guarantor has provided a written memorandum to the Bank accurately setting forth all prior names under which the Borrower or Guarantor has operated;
- (c) if it is a partnership, its name as set forth on page 1 is its full, true and correct, and where required or voluntarily registered its registered, name; it is a partnership validly created and organised and validly existing under the laws of the jurisdiction of its creation; it has the power to carry on the business conducted by it; it is qualified as a partnership to carry on the business conducted by it and is in good standing under the laws of each jurisdiction in which the nature of its business makes such qualification necessary; and the execution, delivery and performance of this Agreement are within its powers, have been authorised, and do not contravene, violate or conflict with any law or the terms of its partnership agreement or any other agreement, indenture or undertaking to which the Borrower or Guarantor is a party or by which it is bound, and a complete list of the names, addresses and (if individuals) the dates of birth of the partners of the partnership are set forth on a Schedule attached to this Security Agreement;
- (d) if the Borrower or Guarantor is an individual, that individual's full name and address provided to the Bank are the individual's full and correct name and address and the individual's date of birth as described on the individual's birth certificate a true copy of which has been provided to the Bank or, if

no birth certificate issued from any jurisdiction in Canada exists, as described on the documents provided to the Bank is the individual's correct birth date;

- (e) there is no litigation or governmental proceedings commenced or pending against or affecting the Collateral of the Borrower or Guarantor, in which a decision adverse to the Borrower or Guarantor would constitute or result in a material adverse change in the business, operations, properties or assets or in the condition, financial or otherwise, of the Borrower or Guarantor; and the Borrower and Guarantor agree to promptly notify the Bank of any such future litigation or governmental proceeding;
- (f) it does not have any information or knowledge of any facts relating to its business, operations, property or assets or to its condition, financial or otherwise, which it has not disclosed to the Bank in writing and which, if known to the Bank, might reasonably be expected to deter the Bank from extending credit or advancing funds to the Borrower or Guarantor;
- (g) it has good title and lawfully owns and possesses all presently held Collateral, free from all security interests, charges, encumbrances, liens and claims, save only the Security Interests and the charges or security interests consented to in writing by the Bank, and it has not granted any licenses in or of its Intellectual Property other than as disclosed and consented to by the Bank;
- (h) to the extent that any of the Collateral includes serial numbered goods and motor vehicles which require serial number registration by virtue of the Act and its regulations including motor vehicles, trailers, manufactured homes, mobile homes, boats, outboard motors for boats or aircraft, the Borrower and Guarantor have given the full and correct serial numbers and any Ministry of Transport designation marks or other relevant licensing authority marks of all such Collateral to the Bank;
- (i) the Collateral is and/or will be located at the place(s) described in Schedule "A" and will not be removed from such location(s) without the prior written consent of the Bank;
- (j) this Security Agreement is granted in accordance with resolutions of the directors (and of the shareholders as applicable) of the Borrower and Guarantor, if either the Borrower and Guarantor are a corporation respectively, or, if the Borrower or Guarantor are a partnership respectively, of the partners of the Borrower or Guarantor, and all other requirements have been fulfilled to authorise and make the execution and delivery of this Security Agreement, and the performance of the Borrower and Guarantor's obligations valid and there is no restriction contained in the constating documents of the Borrower and Guarantor or in any shareholders agreement or partnership agreement which restricts the powers of the authorised signatories of the Borrower or Guarantor to borrow money or give security; and
- (k) the Borrower and guarantor's respective place(s) of business and chief executive office have been correctly provided to the Bank.

7. COVENANTS OF THE BORROWER

7.1 The Borrower and Guarantor covenant with the Bank that while this Security Agreement remains in effect the Borrower and Guarantor, respectively, will:

- (a) promptly pay and satisfy the Obligations as they become due or are demanded;
- (b) defend the title to the Collateral for the Bank's benefit, against the claims and demands of all persons;
- (c) fully and effectually maintain and ensure that the Security Interests are and continue to be valid and effective;
- (d) maintain the Collateral in good condition and repair and provide adequate storage facilities to protect the Collateral and not permit the value of the Collateral to be impaired;
- (e) observe and conform to all valid requirements of any governmental authority relative to any of the Collateral and all covenants, terms and conditions upon or under which the Collateral is held;

- (f) forthwith pay and satisfy:
- (i) all taxes, assessments, rates, duties, levies, government fees, claims and dues lawfully levied, assessed or imposed upon it or the Collateral when due, unless the Borrower or Guarantor shall in good faith contest its obligations so to pay and shall furnish to the Bank such security as the Bank may require;
 - (ii) all security interests, charges, encumbrances, liens and claims which rank or could rank in priority to, or on an equal basis with, any of the Security Interests; and
 - (iii) all fees from time to time chargeable by the Bank arising out of any term of the commitment letter between the Bank and the Borrower and Guarantor including, without limitation, inspection, administration and returned cheque handling fees;
- (g) forthwith pay and satisfy all costs, charges, expenses and legal fees and disbursements (on a solicitor and its own client basis) which may be incurred by the Bank in connection with granting loans or credit to the Borrower, including for:
- (i) inspecting the Collateral;
 - (ii) negotiating, preparing, perfecting, registering or renewing the registration of this Security Agreement and the Security Interests, any Financing or Financing Change Statement, any modification or amending agreement and other documents relating to the Borrower's or Guarantor's obligations, whether or not relating to this Security Agreement;
 - (iii) complying with any disclosure requirements under the Act;
 - (iv) investigating title to the Collateral;
 - (v) taking, recovering, keeping possession and disposing of the Collateral;
 - (vi) maintaining the Collateral in good repair, storing the Collateral and preparing the Collateral for disposition;
 - (vii) any inspection, appraisal, investigation or environmental audit of the Collateral and the cost of any environmental rehabilitation, treatment, removal or repair necessary to protect, preserve or remedy the Collateral including any fine or penalty the Bank becomes obligated to pay by reason of any statute, order or direction of competent authority;
 - (viii) all other actions and proceedings taken to preserve the Collateral, enforce this Security Agreement and of any other security interest held by the Bank as security for the Obligations, protect the Bank from liability in connection with the Security Interests or assist the Bank in its loan and credit granting or realization of the Security Interest, including any actions under the Bankruptcy and Insolvency Act (Canada) and all remuneration of any Receiver (as defined in Article 15 hereof) or appointed pursuant to the Bankruptcy and Insolvency Act (Canada);
 - (ix) any sums the Bank pays as fines, or as clean up costs because of contamination of or from your assets. Further, you will indemnify the Bank and its employees and agents from any liability or costs incurred including legal defense costs. Your obligation under this paragraph continues even after the Obligations are repaid and this agreement is terminated.
- (h) at the Bank's request, execute and deliver further documents and instruments and do all acts as the Bank in its absolute discretion requires to confirm, register and perfect, and maintain the registration and perfection of, the Security Interests;
- (i) notify the Bank promptly of:

- (i) any change in the information contained in this Security Agreement relating to the Borrower and Guarantor, its business or the Collateral, including, without limitation, any change of name or address (including any change of trade name, proprietor or partner) and any change in the present location of any Collateral;
 - (ii) the details of any material acquisition of Collateral, including the acquisition of any motor vehicles, trailers, manufactured homes, boats or aircraft;
 - (iii) any material loss or damage to the Collateral;
 - (iv) any material default by any account debtor in the payment or other performance of its obligations to the Borrower or Guarantor respecting any Accounts;
 - (v) any claims against the Borrower or Guarantor including claims in respect of the Intellectual Property or of any actions taken by the Borrower or Guarantor, respectively, to defend the registration of or the validity of or any infringement of the Intellectual Property;
 - (vi) the return to or repossession by the Borrower or Guarantor of Collateral that was disposed of by the Borrower or Guarantor, respectively; and
 - (vii) all additional places of business and any changes in its place(s) of business or chief executive office;
- (j) prevent the Collateral, other than Inventory sold, leased, or otherwise disposed of as permitted by this Security Agreement, from being or becoming an accession to property not covered by this Security Agreement;
 - (k) carry on and conduct its business and undertaking in a proper and businesslike manner so as to preserve and protect the Collateral and the earnings, income, rents, issues and profits of the Collateral, including maintenance of proper and accurate books of account and records;
 - (l) permit the Bank and its representatives, at all reasonable times, access to the Collateral including all of the Borrower's and Guarantor's property, assets and undertakings and to all its books of account and records for the purpose of inspection and the taking of extracts and copies, whether at the Borrower's or Guarantor's premises or otherwise, and the Borrower and Guarantor will render all assistance necessary;
 - (m) observe and perform all its obligations under:
 - (i) leases, licences, undertakings, and any other agreements to which it is a party;
 - (ii) any statute or regulation, federal, provincial, territorial, or municipal, to which it is subject;
 - (n) deliver to the Bank from time to time promptly upon request:
 - (i) any documents of title, instruments, securities and chattel paper constituting, representing or relating to the Collateral;
 - (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Collateral to allow the Bank to inspect, audit or copy them;
 - (iii) all financial statements prepared by or for the Borrower and Guarantor regarding their respective businesses;
 - (iv) such information concerning the Collateral, the Borrower or Guarantor, and the Borrower or Guarantor's business and affairs as the Bank may reasonably require;

- (o) with respect to the Intellectual Property, take all necessary steps and initiate all necessary proceedings, to maintain the registration or recording of the Intellectual Property, to defend the Intellectual Property from infringement and to prevent any licensed or permitted user from doing anything that may invalidate or otherwise impair the Intellectual Property;
- (p) with respect to copyright forming part of the Intellectual Property, provide to the Bank waivers of the moral rights thereto executed by all contributors or authors of the copyrighted work;
- (q) receive and hold in trust on behalf of and for the benefit of the Bank all proceeds from the sale or other disposition of any Collateral;
- (r) consent to the Bank contacting and making enquiries of the Borrower's and Guarantor's lessors, as well as municipal or other government officials or assessors; and
- (s) observe and perform the additional covenants and agreements set out in any schedules to this Security Agreement.

7.2 Any amounts required to be paid to the Bank by the Borrower or Guarantor under this Clause 7 shall be immediately payable with interest at the highest rate borne by any of the Obligations until all amounts have been paid.

7.3 This Security Agreement shall remain in effect until it has been terminated by the Bank by notice of termination to the Borrower and Guarantor and all registrations relating to the Security Agreement have been discharged.

8. INSURANCE

8.1 The Borrower and Guarantor covenant that while this Security Agreement is in effect the Borrower and Guarantor shall:

- (a) maintain or cause to be maintained insurance on the Collateral with a reputable insurer, of kinds, for amounts and payable to such person or persons, all as the Bank may require, and in particular maintain insurance on the Collateral to its full insurable value against loss or damage by fire and all other risks of damage, including an extended coverage endorsement and in the case of motor vehicles, insurance against theft;
- (b) cause the insurance policy or policies required by this Security Agreement to be assigned to the Bank, including a standard mortgage clause or a mortgage endorsement, as the Bank may require;
- (c) pay all premiums respecting such insurance, and deliver all policies to the Bank, if it so requires.

8.2 If proceeds of any required insurance becomes payable, the Bank may, in its absolute discretion, apply these proceeds to the Obligations as the Bank sees fit or release any insurance proceeds to the Borrower to repair, replace or rebuild, but any release of insurance proceeds to the Borrower or Guarantor shall not operate as a payment on account of the Obligations or in any way affect this Security Agreement or the Security Interests.

8.3 The Borrower and Guarantor will forthwith, on the happening of loss or damage to the Collateral, notify the Bank and furnish to the Bank at the Borrower's or Guarantor's expense any necessary proof and do any necessary act to enable the Bank to obtain payment of the insurance proceeds, but nothing shall limit the Bank's right to submit to the insurer a proof of loss on its own behalf.

8.4 The Borrower and Guarantor hereby authorize and direct the insurer under any required policy of insurance to include the name of the Bank as loss payee on any policy of insurance and on any cheque or draft which may be issued respecting a claim settlement under and by virtue of such insurance, and the production by the Bank to any insurer of a notarial or certified copy of this Security Agreement (notarized or certified by a notary public or solicitor) shall be the insurer's complete authority for so doing.

8.5 If the Borrower or Guarantor fail to maintain insurance as required, the Bank may, but shall not be obliged to, maintain or effect such insurance coverage, or so much insurance coverage as the Bank may wish to maintain.

9. OTHER PROHIBITIONS

Without the prior written consent of the Bank the Borrower and Guarantor will not:

- (a) create or permit to exist any security interest in, charge, encumbrance or lien over, or claim against any of its property, assets, undertakings including without limitation the Collateral which ranks or could in any event rank in priority to or on an equal basis with any of the Security Interests created by this Security Agreement;
- (b) grant, sell, or otherwise assign any of its chattel paper or any of the Collateral except only Inventory that is disposed of in accordance with Clause 10.2; or
- (c) where the Borrower or Guarantor is a corporation
 - (i) repay or reduce any shareholders loans or other debts due to its shareholders; or
 - (ii) change its name, merge with or amalgamate with any other entity;

10. RESTRICTIONS ON SALE OR DISPOSAL OF COLLATERAL

10.1 Except as provided by this Security Agreement, without the Bank's prior written consent the Borrower and Guarantor will not:

- (a) sell, lease, license or otherwise dispose of the Collateral;
- (b) release, surrender or abandon possession of the Collateral; or
- (c) move or transfer the Collateral from the jurisdictions in which the Security Interests have been perfected.

10.2 Provided that the Borrower or Guarantor are not in default under this Security Agreement, the Borrower or Guarantor may lease, sell, license, consign or otherwise deal with items of Inventory only in the ordinary course of its business and for the purposes of carrying on its business.

10.3 Any disposition of any Collateral, excepting sales of Inventory in the ordinary course, shall result in the Borrower or Guarantor holding the proceeds in trust for and on behalf of the Bank and subject to the Bank's exclusive direction and control. Nothing restricts the Bank's rights to attach, seize or otherwise enforce its Security Interests in any Collateral sold or disposed, unless it is sold or disposed with the Bank's prior written consent.

11. PERFORMANCE OF OBLIGATIONS

If the Borrower or Guarantor fails to perform its covenants and agreements under this Security Agreement, the Bank may, but shall not be obliged to, perform any or all of such covenants and agreements without prejudice to any other rights and remedies of the Bank, and any payments made and any costs, charges, expenses and legal fees and disbursements (on a solicitor and its own client basis) incurred by the Bank shall be immediately payable by the Borrower or Guarantor to the Bank with interest at the highest rate borne by any of the Obligations and shall be secured by the Security Interests, until all such amounts have been paid.

12. ACCOUNTS

Notwithstanding any other provision of this Security Agreement, the Bank may collect, realize, sell or otherwise deal with all or a portion of the Accounts in such manner, upon such terms and conditions and at any time, whether before or after default, as may seem to it advisable, and without notice to the Borrower and Guarantor, except in the case of disposition after default and then subject to the applicable provisions of the Act, if any. All forms of payment received by the Borrower or Guarantor in payment of any Account, or as proceeds, shall be subject to the Security Interests and shall be received and held by the Borrower or Guarantor in trust for the Bank.

13. APPROPRIATION OF PAYMENTS

Any and all payments made respecting the Obligations and monies realized from any Security Interests (including monies collected in accordance with or realized on any enforcement of this Security Agreement) may be applied to such part or parts of the Obligations as the Bank sees fit, and the Bank may at any time change any appropriation as the Bank sees fit.

14. DEFAULT

14.1 Unless waived by the Bank, the Borrower or Guarantor shall be in default under this Security Agreement and shall be deemed to be in default under all other agreements between the Borrower or the Guarantor and the Bank and the Bank in any of the following events:

- (a) the Borrower or Guarantor defaults, or threatens to default, in payments when due of any of the Obligations; or
- (b) the Borrower or Guarantor is in breach of, or threatens to breach, any term, condition, obligation or covenant made by it to or with the Bank, or any representation or warranty of the Borrower to the Bank is untrue or ceases to be accurate, whether or not contained in this Security Agreement; or
- (c) the Borrower or Guarantor declares itself to be insolvent or admits in writing its inability to pay its debts generally as they become due, or makes an assignment for the benefit of its creditors, is declared bankrupt, makes a proposal or otherwise takes advantage of any provisions for relief under the Bankruptcy and Insolvency Act (Canada), the Companies Creditors' Arrangement Act (Canada) or similar legislation in any jurisdiction, or makes an authorized assignment; or
- (d) a receiver, manager, receiver and manager or receiver-manager of all or a part of the Collateral is appointed; or
- (e) an order is made or a resolution is passed for the winding up of the Borrower or Guarantor; or
- (f) the Borrower or Guarantor ceases or threatens to cease to carry on all or a substantial part of its business or makes or threatens to make a sale of all or substantially all of its assets; or
- (g) distress or execution is levied or issued against all or any part of the Collateral; or
- (h) if the Borrower or Guarantor is a corporation and any member or shareholder:
 - (i) commences an action against the Borrower or Guarantor; or
 - (ii) gives a notice of dissent to the Borrower or Guarantor in accordance with the provisions of any governing legislation; or
- (i) if the Borrower or Guarantor is a corporation and its voting control changes without the Bank's prior written consent; or
- (j) the Borrower uses any monies advanced to it by the Bank for any purpose other than as agreed upon by the Bank; or
- (k) without the Bank's prior written consent, the Borrower or Guarantor creates or permits to exist any security interest, charge, encumbrance, lien or claim against any of the Collateral which ranks or could in any event rank in priority to or on an equal basis with any of the Security Interests; or
- (l) the holder of any other security interest, charge, encumbrance, lien or claim against any of the Collateral does anything to enforce or realize on such security interest, charge, encumbrance, lien or claim; or

- (m) the Borrower or Guarantor enters into an amalgamation, a merger or other similar arrangement with any other person without the Bank's prior written consent or, if the Borrower or Guarantor is a corporation, it is continued or registered in a different jurisdiction without the Bank's prior written consent; or
- (n) the Bank in good faith and on commercially reasonable grounds believes that the prospect of payment or performance of any of the Obligations is impaired or that any of the Collateral is or is about to be placed in jeopardy or removed from the jurisdiction in which this Security Agreement has been registered; or
- (o) the lessor under any lease to the Borrower or Guarantor of any real or personal property takes any steps to or threatens to terminate such lease or otherwise exercise any of its remedies under such lease as a result of any default by the Borrower; or
- (p) the Borrower or Guarantor causes or allows hazardous materials to be brought upon any lands or premises occupied by the Borrower or Guarantor or to be incorporated into any of its assets, or the Borrower or Guarantor causes, permits, or fails to remedy any environmental contamination upon, in or under any of its lands or assets, or fails to comply with any abatement or remediation order given by a responsible authority; or
- (q) any permit, license, certification, quota or order granted to or held by the Borrower or Guarantor is cancelled, revoked or reduced, as the case may be, or any order against the Borrower or Guarantor is enforced, preventing the business of the Borrower or Guarantor from being carried on for more than 5 days or materially adversely changing the condition (financial or otherwise) of the Borrower's business; or
- (r) if an individual, the Borrower or Guarantor dies or is declared incompetent by a court of competent jurisdiction.

15. ENFORCEMENT

15.1 Upon any default under this Security Agreement the Bank may declare any or all of the Obligations whether or not payable on demand to become immediately due and payable and the Security Interests will immediately become enforceable. To enforce and realize on the Security Interests the Bank may take any action permitted by law or in equity as it may deem expedient and in particular, without limitation, the Bank may do any of the following:

- (a) appoint by instrument a receiver, manager, receiver and manager or receiver-manager (the "Receiver") of all or any part of the Collateral, with or without bond as the Bank may determine, and in its absolute discretion remove such Receiver and appoint another in its stead;
- (b) enter upon any of the Borrower's or Guarantor's premises at any time and take possession of the Collateral with power to exclude the Borrower or Guarantor, respectively, their agents and their servants, without becoming liable as a mortgagee in possession;
- (c) preserve, protect and maintain the Collateral and make such replacements and repairs and additions to the Collateral as the Bank deems advisable;
- (d) dispose of all or part of the Collateral, whether by public or private sale or lease or otherwise, in such manner, at such price as can be reasonably obtained and on such terms as to credit and with such conditions of sale and stipulations as to title or conveyance or evidence of title or otherwise as to the Bank may seem reasonable, provided that if any sale, lease or other disposition is on credit the Borrower or Guarantor will not be entitled to be credited with the proceeds of any such sale, lease or other disposition until the monies are actually received;
- (e) register assignments of the Intellectual Property, and use sell, assign, license or sub-license any of the Intellectual Property; and
- (f) exercise all of the rights and remedies of a secured party under the Act and any other applicable laws.

15.2 A Receiver appointed pursuant to this Security Agreement insofar as responsibility for its actions is concerned shall be the agent of the Borrower or Guarantor and not of the Bank and, to the extent permitted by law or to such lesser extent permitted by its appointment, shall have all the powers of the Bank under this Security Agreement, and in addition shall have power to:

- (a) carry on the Borrower's or Guarantor's business and for such purpose from time to time to borrow money either secured or unsecured, and if secured by granting a security interest on the Collateral, such security interest may rank before or on an equal basis with or behind any of the Security Interests and if it does not so specify such security interest shall rank in priority to the Security Interests; and
- (b) make an assignment for the benefit of the Borrower's or Guarantor's creditors or a proposal on behalf of the Borrower or Guarantor under the Bankruptcy and Insolvency Act (Canada); and
- (c) commence, continue or defend proceedings in the name of the Receiver or in the name of the Borrower or Guarantor for the purpose of protecting, seizing, collecting, realizing or obtaining possession of or payment for the Collateral; and
- (d) make any arrangement or compromise that the Receiver deems expedient.

15.3 Subject to the claims, if any, of the creditors of the Borrower ranking in priority to this Security Agreement, all amounts realized from the disposition of the Collateral pursuant to this Security Agreement will be applied as the Bank, in its absolute discretion and to the full extent permitted by law, may direct as follows:

- (a) in payment of all costs, charges and expenses (including legal fees and disbursements on a solicitor and its own client basis) incurred by the Bank respecting or incidental to:
 - (i) the exercise by the Bank of the rights and powers granted to it by this Security Agreement; and
 - (ii) the appointment of the Receiver and the exercise by the Receiver of the powers granted to it by this Security Agreement, including the Receiver's reasonable remuneration and all outgoings properly payable by the Receiver;
- (b) in or toward payment to the Bank of all principal and other monies (except interest) due in respect of the Obligations;
- (c) in or toward payment to the Bank of all interest remaining unpaid respecting the Obligations; and
- (d) in payment to those parties entitled thereto under the Act.

16. GENERAL PROVISIONS PROTECTING THE BANK

16.1 To the full extent permitted by law, the Bank shall not be liable for any debts contracted by it during enforcement of this Security Agreement, for damages to persons or property or for salaries or non-fulfilment of contracts during any period when the Bank shall manage the Collateral upon entry or seizure, nor shall the Bank be liable to account as a mortgagee in possession or for anything except actual receipts or be liable for any loss on realization or for any default or omission for which a mortgagee in possession may be liable. The Bank shall not be bound to do, observe or perform or to see to the observance or performance by the Borrower or Guarantor of any obligations or covenants imposed upon the Borrower or Guarantor, respectively, nor shall the Bank, in the case of securities, instruments or chattel paper, be obliged to preserve rights against other persons, nor shall the Bank be obliged to keep any of the Collateral identifiable. To the full extent permitted by law, the Borrower and Guarantor waive any provision of law permitted to be waived by it which imposes greater obligations upon the Bank than described above.

16.2 Neither the Bank nor any Receiver appointed by it shall be liable or accountable for any failure to seize, collect, realize, sell or obtain payments for the Collateral nor shall they be bound to institute proceedings for the purposes of seizing, collecting, realizing or obtaining payment or possession of the Collateral or the preserving of any right of the Bank, the Borrower, Guarantor or any other party respecting the Collateral. The Bank shall also not be

liable for any misconduct, negligence, misfeasance by the Bank, the Receiver or any employee or agent of the Bank or the Receiver, or for the exercise of the rights and remedies conferred upon the Bank or the Receiver by this Security Agreement.

16.3 The Bank or any Receiver appointed by it may grant extensions of time and other indulgences, take and give securities, accept compromises, grant releases and discharges, release any part of the Collateral to third parties and otherwise deal with the debtors of the Borrower, co-obligants, Guarantor and others and with the Collateral and other securities as the Bank may see fit without liability to the Bank and without prejudice to the Bank's rights respecting the Obligations or the Bank's right to hold and realize the Collateral.

16.4 The Bank in its sole discretion may realize upon any other security provided by the Borrower or Guarantor in any order or concurrently with the realization under this Security Agreement whether such security is held by it at the date of this Security Agreement or is provided at any time in the future. No realization or exercise of any power or right under this Security Agreement or under any other security shall prejudice any further realization or exercise until all Obligations have been fully paid and satisfied.

16.5 Any right of the Bank and any obligation of the Borrower or Guarantor arising under any other agreements between the Bank and the Borrower or Guarantor shall survive the signing, registration and advancement of any money under this Security Agreement, and no merger respecting any such right or obligation shall occur by reason of this Security Agreement. The obligation, if any, of the Borrower or Guarantor to pay legal fees, a commitment fee, a standby fee or administration fees, under the terms of the Bank's commitment letter with the Borrower and Guarantor shall survive the signing and registration of this Security Agreement and the Bank's advancement of any money to the Borrower or Guarantor and any legal fees, commitment fees, standby fees or administration fees owing by the Borrower or Guarantor shall be secured by the Collateral.

16.6 In the event that the Bank registers a notice of assignment of Intellectual Property the Borrower shall be responsible for and shall indemnify the Bank against all maintenance and renewal costs in respect thereof, and any costs of initiating or defending litigation, together with all costs, liabilities and damages related thereto.

16.7 Notwithstanding any taking of possession of the Collateral, or any other action which the Bank or the Receiver may take, the Borrower and Guarantor now covenant and agree with the Bank that if the money realized upon any disposition of the Collateral is insufficient to pay and satisfy the whole of the Obligations due to the Bank at the time of such disposition, the Borrower and Guarantor shall immediately pay to the Bank an amount equal to the deficiency between the amount of the Obligations and the sum of money realized upon the disposition of the Collateral, and the Borrower and Guarantor agree that the Bank may bring action against the Borrower and Guarantor for payment of the deficiency, notwithstanding any defects or irregularities of the Bank or the Receiver in enforcing its rights under this Security Agreement.

17. APPOINTMENT OF ATTORNEY

The Borrower and Guarantor hereby irrevocably appoint the Bank or the Receiver, as the case may be, with full power of substitution, as the attorney of the Borrower and Guarantor for and in the name of the Borrower or Guarantor to do, make, sign, endorse or execute under seal or otherwise all deeds, documents, transfers, cheques, instruments, demands, assignments, assurances or consents that the Borrower and Guarantor are obliged to sign, endorse or execute and generally to use the name of the Borrower and Guarantor and to do everything necessary or incidental to the exercise of all or any of the powers conferred on the Bank, or the Receiver, as the case may be, pursuant to this Security Agreement. This grant and authority shall continue and survive any mental infirmity or legal incapacity of the Borrower or Guarantor subsequent to the execution hereof.

18. CONSOLIDATION

For the purposes of the laws of all jurisdictions in Canada, the doctrine of consolidation applies to this Security Agreement.

19. NO OBLIGATION TO ADVANCE

Neither the preparation and execution of this Security Agreement nor the perfection of the Security Interests or the advance of any monies by the Bank shall bind the Bank to make any advance or loan or further advance or

loan, or extend any time for payment of any indebtedness or liability of the Borrower or Guarantor to the Bank.

20. WAIVER

The Bank may permit the Borrower and Guarantor to remedy any default without waiving the default so remedied. The Bank may from time to time and at any time partially or completely waive any right, benefit or default under this Security Agreement but such waiver shall not be a bar to or a waiver of any such right, benefit or default thereafter, or of any other right, benefit or default under this Security Agreement. No waiver shall be effective unless it is in writing and signed by the Bank. No delay or omission on the part of the Bank in exercising any right shall operate as a waiver of such right or any other right.

21. NOTICE

Notice may be given to either party by prepaid mail or delivered to the party for whom it is intended, at the principal address of such party provided in this Security Agreement or at such other address as may be given in writing by one party to the other, and any notice if mailed shall be deemed to have been given at the expiration of three business days after mailing and if delivered, on delivery.

22. EXTENSIONS

The Bank may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges, refrain from perfecting or maintaining perfection of security interests, and otherwise deal with the Borrower or Guarantor, the Borrower or Guarantor's account debtors, sureties and others and with the Collateral and other security interests as the Bank may see fit without prejudice to the Borrower and Guarantor's liability or the Bank's right to hold and realize on the Security Interests.

23. NO MERGER

This Security Agreement shall not create any merger or discharge of any of the Obligations, or any assignment, transfer, guarantee, lien, contract, promissory note, bill of exchange or security interest of any form held or which may be held by the Bank now or in the future from the Borrower and Guarantor or from any other person. The taking of a judgement respecting any of the Obligations will not operate as a merger of any of the covenants contained in this Security Agreement.

24. RIGHTS CUMULATIVE

The Bank's rights and remedies set out in this Security Agreement, and in any other security agreement held by the Bank from the Borrower, Guarantor or any other person to secure payment and performance of the Obligations, are cumulative and no right or remedy contained in this Security Agreement or any other security agreements is intended to be exclusive but each will be in addition to every other right or remedy now or hereafter existing at law, in equity or by statute, or pursuant to any other agreement between the Borrower and the Bank that may be in effect from time to time.

25. ASSIGNMENT

The Bank may, without notice to the Borrower or Guarantor, at any time assign or transfer, or grant a security interest in, all or any of the Obligations, this Security Agreement and the Security Interests. The Borrower and Guarantor agree that the assignee, transferee or secured party, as the case may be, shall have all of the Bank's rights and remedies under this Security Agreement and the Borrower will not assert as a defence, counterclaim, right of set-off or otherwise any claim which it now has or may acquire in the future against the Bank in respect of any claim made or any action commenced by such assignee, transferee or secured party, as the case may be, and will pay the assigned Obligations to the assignee, transferee or secured party, as the case may be, as the said Obligations become due.

26. SATISFACTION AND DISCHARGE

Any partial payment or satisfaction of the Obligations, or any ceasing by the Borrower or Guarantor to be indebted to the Bank shall not be a redemption or discharge of this Security Agreement. The Borrower and Guarantor shall be entitled to a release and discharge of this Security Agreement upon full payment and satisfaction of all Obligations, and upon written request by the Borrower or Guarantor and, subject to applicable law, payment to the Bank of an administrative fee to be fixed by the Bank and payment of all costs, charges, expenses and legal fees and disbursements (on a solicitor and his own client basis) incurred by the Bank in connection with the Obligations and such release and discharge. The Borrower and Guarantor shall, subject to applicable law, pay an administrative fee, to be fixed by the Bank, for the preparation or execution of any full or partial release or discharge by the Bank of any security it holds, of the Borrower, Guarantor or any covenantor with respect to any Obligations.

27. ENVIRONMENT

The Borrower and Guarantor represent and agree that:

- (a) the Borrower operates and will continue to operate in conformity with all applicable environmental laws, regulations, standards, codes, ordinances and other requirements of any jurisdiction in which it carries on business and will ensure its staff is trained as required for that purpose;
- (b) the Borrower has an environmental emergency response plan and all officers and employees are familiar with that plan and their duties under it;
- (c) the Borrower possesses and will maintain all environmental licences, permits and other governmental approvals as may be necessary to conduct its business and maintain the Collateral;
- (d) there has been no complaint, prosecution, investigation or proceeding, environmental or otherwise, respecting the Borrower's or Guarantor's business or assets including without limitation the Collateral;
- (f) they will advise the Bank immediately upon becoming aware of any environmental problems relating to their respective businesses or the Collateral;
- (g) they will provide the Bank with copies of all communications with environmental officials and all environmental studies or assessments prepared for the Borrower or Guarantor and they consents to the Bank contacting and making enquiries of environmental officials or assessors;
- (h) they will from time to time when requested by the Bank provide to the Bank evidence of their full compliance with the Borrower's and Guarantor's obligations in this Clause 27.

28. ENUREMENT

This Security Agreement shall enure to the benefit of the Bank and its successors and assigns, and shall be binding upon the Borrowers, Guarantors and their heirs, executors, administrators, successors and any assigns permitted by the Bank, as the case may be.

29. INTERPRETATION

29.1 In this Security Agreement:

- (a) "Collateral" has the meaning set out in Clause 1 and any reference to the Collateral shall, unless the context otherwise requires, be deemed to be a reference to the Collateral in whole or in part;
- (b) "the Act" means the *Personal Property Security Act* of the province in which the branch of the Bank is located, as described on page 1 of this Security Agreement, and all regulations under the Act, as amended from time to time.

29.2 Words and expressions used in this Security Agreement that have been defined in the Act shall be interpreted in accordance with their respective meanings given in the Act unless otherwise defined in this Security Agreement or unless the context otherwise requires.

29.3 The invalidity or unenforceability of the whole or any part of any clause of this Security Agreement shall not affect the validity or enforceability of any other clause or the remainder of such clause of this Security Agreement.

29.4 The headings used in this Security Agreement have been inserted for convenience of reference only and shall not define, limit, alter or enlarge the meaning of any provision of this Security Agreement.

29.5 This Security Agreement shall be governed by the laws of the province referred to in subclause 29.1(b). For enforcement purposes, the Borrower and Guarantor hereby attorn to the jurisdiction of the courts and laws of any province, state, territory or country in which the Bank enforces its rights and remedies hereunder.

30. COPY OF AGREEMENT AND FINANCING STATEMENT

The Borrower and Guarantor:

- (a) acknowledge receiving a copy of this Security Agreement; and
- (b) if the Act so permits, waive all rights to receive from the Bank a copy of any financing statement or financing change statement filed, or any verification statement or other document received at any time respecting this Security Agreement.

31. TIME

Time shall in all respects be of the essence.

32. INDEPENDENT ADVICE

The Borrower and Guarantor acknowledge having received, or having had the opportunity to receive, independent legal and accounting advice respecting this Security Agreement and its effect.

33. PARENTHETICAL COMMENTS

The Borrower and Guarantor acknowledge and agree that the comments in parentheses are intended to provide a brief but not thorough indication of the intent of the legal provisions that follow in each subsequent clause, and do not form part of this Security Agreement.

34. THE COMMITMENT LETTER

The Bank has extended an offer of financing or a commitment letter to the Borrower relating to the loan facilities secured by this Security Agreement. The Borrower and Guarantor acknowledge and agree that in the event of any discrepancy between any term of this Security Agreement and any term of the commitment letter, the terms of the commitment letter shall apply and take precedence over the terms of this Security Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF the Borrower and Guarantor have hereunto set their hand and seals or have affixed their corporate seal duly attested by the hand(s) of their proper officer(s) in that behalf, on the day and year first above written.

DATED as of this 1st day of September, 2016

ZM GLOBAL INC.

Per: _____

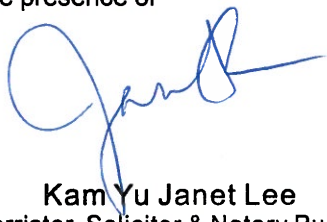
(Borrower)

Name: Hong Lou Xu

Title: Director

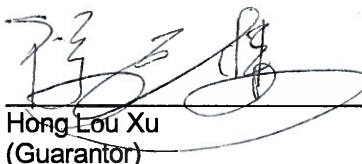
I have authority to bind the Corporation

SIGNED, SEALED AND DELIVERED
in the presence of



Kam Yu Janet Lee
Barrister, Solicitor & Notary Public
Ontario

)
)
)
)
)
)



Hong Lou Xu
(Guarantor)

SCHEDULE "A"

Subclause 1.1(a):

1. the following specific items, even though they may be included within the descriptions of Collateral
(insert description by item or kind):

2. the following serial numbered goods:

Serial No. (re motor vehicles & trailers, etc.)

Year

3. Location(s) of the Collateral:

Units 55, 102-103 & 392-398, 7250 Keele Street, Vaughan, ON

FIRST COMMERCIAL BANK

Applicant

-and- ZM GLOBAL INC. AND HONG LOU XU (a/k/a HONGLOU XU)

Respondents

Court File No. CV-20-00654057-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE

**Proceeding commenced at
Toronto**

APPLICATION RECORD - VOLUME I of II

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